



**REGIONAL
TRANSIT AUTHORITY**
OF SOUTHEAST MICHIGAN

Board of Directors

Thursday, May 18, 2023

1:00 PM

AGENDA

1. Call to order
2. Approval of Agenda
3. Approval of the April Board Meeting Summary - ACTION
4. Public Comment
5. Financial Reports for April – ACTION
6. Provider Presentation – M1 Rail
7. Provider Presentation – Ann Arbor Area Transportation Authority (TheRide)
8. Universal Basic Mobility Pilot Contracts – ACTION
9. Federal Funding Process Overview
10. Communications Report
11. Report from Program Manager
12. New Business
13. Adjourn

The Board may, at its discretion, revise this agenda or take up any other issues as need and time allow.

Request for reasonable accommodations at RTA meetings require advance reservations. Individuals with disabilities requiring assistance should contact RTA Information Services at least 48 hours in advance of the meeting.

Documents and information are available in a variety of formats. Contact the RTA Information Center at info@rtamichigan.org or call 313-402-1020 to discuss your format need. Further information can be found at www.rtamichigan.org



**REGIONAL
TRANSIT AUTHORITY**
OF SOUTHEAST MICHIGAN

Proposed Meeting Summary

Board of Directors

Thursday, April 20, 2023

1:00 PM

1. **Call to order at 1:03 PM**

Board Members Present:

Don Morandini; Jon Moore; Helaine Zack; Dr. Erica Robertson

RTA Representatives Present:

Ben Stupka; Khalil Davis; Corri Wofford; Shauna Morris

Other Meeting Participants:

Morrow and Associates – RTA Consultant

Michelle Hodges, Rehmann – RTA Consultant

2. **Approval of Agenda**

Moved by Helaine Zack and supported by Erica Robertson. The April 20, 2023 Agenda was approved.

3. **Approval of the March 2023 Board Meeting Summary**

Moved by Freman Hendrix and supported by Jon Moore. The March 16, 2023, Meeting Summary was unanimously approved.

4. **Public Comment**

Robert Pawloski provided public comment regarding support for state funding applications.

Joel Batterman provided public comment in relation to D2A2 service and the possible creation of a reduced monthly fare for regular commuters.

5. **March 2023 Financial Report - Action**

Moved by Freman Hendrix and supported by Erica Robertson. The March 2023 Financial Report was unanimously approved.

6. **State Funding Applications**

In accordance with Public Act 387 of 2012, the RTA is responsible for distribution of funds awarded by Michigan Department of Transportation (MDOT) to support transit provider operations and match federal capital grants. Mr. Stupka presented the FY 2023 State of Michigan Funding Applications, as included in the meeting packet. There was discussion amongst members regarding providers possibly giving monthly reports on ridership and operation costs. Moved by Freman Hendrix and supported by Erica Robertson, the State Funding Applications were unanimously approved.

7. **Detroit Transportation Corporation (DTC) Presentation**

General Manager Robert Cramer, DTC, provided a summary of the state of the system. The full presentation is [here](#).

8. Communications Report

Corri Wofford provided a summary of the RTA's efforts in improving social media presence, external communications, partnerships, and outreach.

9. Staff Report

Mr. Stupka reviewed the staff report, as included in the meeting packet.

10. New Business

There was no new business.

11. Meeting Adjourned at 3:00 PM

DRAFT

Regional Transit Authority of Southeast Michigan
Statement of Position
As of April 30, 2023

	Current Yr 4/30/2023	Prior Yr 4/30/2022
Assets		
Cash and Cash Equivalents	\$ 30,528	\$ 30,716
Accounts Receivable	696,006	1,381,600
Prepays and Other Current Assets	50	50
Total Assets	\$ 726,584	\$ 1,412,366
Liabilities		
Accounts Payable	\$ 615,457	\$ 988,324
Accrued Payroll and Related Liabilities	27,513	13,133
Refundable Advance	81,361	408,284
Total Liabilities	\$ 724,331	\$ 1,409,741
Net Assets		
Fund Balance	\$ 1,413	\$ 2,621
Net Revenue	840	4
Total Net Assets	\$ 2,253	\$ 2,625
Total Liabilities and Net Assets	\$ 726,584	\$ 1,412,366

Regional Transit Authority of Southeast Michigan
Statement of Activity
FY2023 - April 2023 Admin - YTD Comparison to Budget

	Actual	Actual	Actual	Actual	Admin YTD	Budget YTD
	ADMIN - ARPA	ADMIN - MDOT 23	CHSTP	Unspecified/Admin	Total	
Revenue						
Federal Grants	\$ 662,833	\$ -	\$ -	\$ -	\$ 662,833	\$ 931,355
State Grants - Matching	-	-	-	-	-	-
State Grants	-	160,256	82,385	-	242,640	233,333
Local Grants	-	-	-	-	-	-
Project Match Revenue	-	-	-	-	-	-
RTA Regional Planning Set-Aside	-	-	-	-	-	500,000
Other	-	-	-	840	840	-
Total Revenue	\$ 662,833	\$ 160,256	\$ 82,385	\$ 840	\$ 906,313	\$ 1,664,688
Expenses						
Wages and Benefits	\$ 298,084	\$ 23,180		\$ -	\$ 321,264	\$ 487,028
Legal Services	-	10,456			10,456	43,750
Audit Services	-	16,000			16,000	9,042
Outsourced Accounting Services	103,329				103,329	90,417
Communications	-	47,250			47,250	-
Planning Services	261,029				261,029	274,167
Legislative Services	-	21,000			21,000	47,250
Transportation Services	-				-	-
Other Contract Services	-	4,115	82,385		86,500	72,917
Survey Services	-	-	-	-	-	-
Public Engagement Initiatives	-	-	-	-	-	58,333
Project Match	-	-	-	-	-	-
Supplies	390	372	-	-	762	26,250
Utilities	-	7,435	-	-	7,435	5,833
Rent	-	-	-	-	-	26,250
Insurance Expenses	-	12,773	-	-	12,773	8,577
Travel Expenses	-	6,043	-	-	6,043	4,667
Conferences and Retreats	-	5,445	-	-	5,445	5,833
Subscriptions/Memberships	-	2,344	-	-	2,344	2,917
Miscellaneous	-	3,843	-	-	3,843	1,458
RTA Regional Planning Set-Aside						500,000
Total Expenses	\$ 662,832	\$ 160,256	\$ 82,385	\$ -	\$ 905,473	\$ 1,664,688
Net Increase/(Decrease) in Net Assets	\$ 1	\$ -	\$ -	\$ 840	\$ 841	\$ -
Grant, Amount Awarded						
Federal	\$ 8,098,739	\$ -	\$ -			
Expiration Date	3/31/2027					
State	\$ -	\$ 400,000	\$ 875,000			
Expiration Date		9/30/2023	9/23/2023			
Remaining, Unspent Grant Funding						
Federal	6,951,844	-	-			
State	-	239,744	393,525			
Total	\$ 6,951,844	\$ 239,744	\$ 393,525			

Regional Transit Authority of Southeast Michigan
Statement of Activity
YTD April 2023 - Comparison to PY

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual YTD	Prior Year YTD
	ADMIN - ARPA	ADMIN - MDOT 23	CHSTP	D2A2	RMM - My Ride 2	M1-Rail	Unspecified/Admin	Total	Total
Revenue									
Federal Grants	\$ 662,833	\$ -	\$ -	\$ 904,095	\$ 118,195	\$ 1,477,857	\$ -	\$ 3,162,979	\$ 621,398
State Grants - Matching	-	-	-	226,024	29,549	-	-	255,573	131,233
State Grants	-	160,256	82,385	-	-	-	-	242,640	680,118
Local Grants	-	-	-	-	-	-	-	-	38,354
Project Match Revenue	-	-	-	-	-	-	-	-	(2,940)
Other	-	-	-	-	-	-	840	840	4
Total Revenue	\$ 662,833	\$ 160,256	\$ 82,385	\$ 1,130,119	\$ 147,743	\$ 1,477,857	\$ 840	\$ 3,662,033	\$ 1,468,167
Expenses									
Wages and Benefits	\$ 298,084	\$ 23,180		\$ -	\$ -	\$ -	\$ -	\$ 321,264	\$ 137,018
Legal Services	-	10,456		-	-	-	-	10,456	18,801
Audit Services	-	16,000		-	-	-	-	16,000	6,900
Outsourced Accounting Services	103,329			-	-	-	-	103,329	-
Communications	-	47,250		-	-	-	-	47,250	47,250
Planning Services	261,029			-	-	-	-	261,029	446,328
Legislative Services	-	21,000		-	-	-	-	21,000	21,000
Transportation Services	-			1,129,782	147,744	1,477,857		2,755,384	661,616
Other Contract Services	-	4,115	82,385	-	-	-		86,500	112,464
Survey Services	-	-		-	-	-		-	-
Public Engagement Initiatives	-	-		-	-	-		-	-
Project Match	-	-		-	-	-		-	(2,940)
Supplies	390	372		-	-	-		762	214
Utilities	-	7,435		336	-	-		7,771	5,570
Rent	-	-		-	-	-		-	-
Insurance Expenses	-	12,773		-	-	-		12,773	12,774
Travel Expenses	-	6,043		-	-	-		6,043	-
Conferences and Retreats	-	5,445		-	-	-		5,445	252
Subscriptions/Memberships	-	2,344		-	-	-		2,344	-
Miscellaneous	-	3,843		-	-	-		3,843	916
Total Expenses	\$ 662,832	\$ 160,256	\$ 82,385	\$ 1,130,119	\$ 147,744	\$ 1,477,857	\$ -	\$ 3,661,192	\$ 1,468,164
Net Increase/(Decrease) in Net Assets	\$ 1	\$ -	\$ -	\$ -	\$ (1)	\$ -	\$ 840	\$ 840	\$ 4
Grant, Amount Awarded									
Federal	\$ 8,098,739	\$ -	\$ -	\$ 4,311,592	\$ 359,448	\$ 1,477,857			
Expiration Date	3/31/2027			10/31/2025	3/31/2025				
State	\$ -	\$ 400,000	\$ 875,000	\$ 1,457,308	\$ 89,863	\$ -			
Expiration Date		9/30/2023	9/23/2023	10/31/2025	3/31/2025				
Remaining, Unspent Grant Funding									
Federal	6,951,844	-	-	1,784,672	204,635	-			
State	-	239,744	393,525	825,570	51,158	-			
Total Remaining	\$ 6,951,844	\$ 239,744	\$ 393,525	\$ 2,610,241	\$ 255,793	\$ -			



BOARD OF DIRECTORS MEMORANDUM

TO: Board of Director Members

FROM: Ben Stupka, Program Manager

SUBJECT: Mobility Wallet Pilot – Program Development Contracts

DATE: May 18, 2023

REQUESTED ACTION: Action Item – RTA Board Approval

Summary

MDOT and MEDC informed RTA staff that it will receive a \$1,150,00 grant from the Mobility Wallet Challenge program of a Universal Basic Mobility pilot. The project is split into two phases:

Phase 1: Program Definition (\$469,902; \$179,810 - HNTB, \$290,092 – Menlo Innovations)

- Define program parameters and policies (work with Financial Task Force to develop a Merchant of Record structure and agreement)
- Develop preferred technology architecture based on program needs and existing technology (includes a Data Privacy and Protection Plan)
- Define performance metrics and testing protocols
- Develop RFP

Phase 2: Pilot Implementation (\$680,098; \$163,318 – Menlo Innovations, \$516,780 – Future Vendor)

- Select and recruit pilot group (minimum viable product target is 50, Detroiters that participate in workforce programs; 25,000+ Detroiters are in the UWSEM and DESC programs)
- Deploy subsidy and wallet technology
- Scale to more participants (max 500)
- Evaluate

Letters of support and commitment to participate in this program were provided by DDOT, SMART, MoGo, M1 Rail, DTC, Detroit Office of Mobility Innovation, United Way Southeast Michigan, Detroit at Work, and Downtown Detroit Partnership.

The purpose of this memorandum is to provide details on the scope, schedule, and budget of the Universal Basic Mobility pilot and to support the approval of contracts for Menlo Innovations and HNTB.

Pilot Overview

The proposed Southeast Michigan Universal Basic Mobility (UBM) Pilot seeks to:

1. Expand knowledge of and access to shared mobility options through an integrated mobility fare and payment platform (the mobility wallet).
2. Enable direct transportation subsidy payments to the region's jobseekers, other public service beneficiaries, and employees at participating partners.
3. Facilitate future fare capping to improve affordability for all travelers and operational cost savings for transit providers.

The pilot program will deliver an account-based mobility wallet that meets the five key functions established by ITS America for a group of at least 50 participants in Detroit Employment Services Corporation and United Way Southeast Michigan workforce development programs. The mobility wallet will have the capability to access multiple transportation services, including DDOT, SMART, QLine, People Mover, MoGo, and at least one scooter company (Lime, Bird, Spin, Boaz Bikes, or Link). In addition, the mobility wallet pilot will seek to test methods for deploying fare-capping across multiple providers and subsidy programs with a focus on equity through Universal Basic Mobility.

The partners have decided to take a phased human-centered design approach to this challenge due to the diversity of mobility options that are being integrated, the existing fare technology involved, and the scale of the mobility equity issues for potential wallet users. Additionally, this approach is the best chance for sustainability because issuing a federally compliant RFP will open federal funds for program expansion, and all of the partners are the agencies that would have to accept, integrate, and ultimately fund any wallet deployed through this challenge.

The pilot would occur over the following phases:

Phase 1 - Program Definition

Detailed Schedule:

1. Kick-off Meeting (early June 2023) (All)
 - a. Participants will include all stakeholders and MDOT
 - b. Project overview
 - c. Establish working groups and roles
 - i. Program Development Working Group that will review the needs of potential mobility wallet users and develop the parameters of the Universal Basic Mobility program (Menlo Lead).
 - ii. Technical Working Group that will review existing fare payment technology and backend financial management systems to identify specific issues and opportunities for deploying a mobility wallet (HNTB Lead).
 - iii. Financial Task Force that will review the financial parameters of managing an account-based system. The Financial Task Force will be two times during the pilot period, and it will be made up of the institutions that sit on the Downtown Detroit Partnership Board of Directors.
2. Discovery (June 2023 - August 2023)
 - a. Group
 - i. Bi-weekly meetings to discuss findings and adjust approach.
 - b. Program Development Working Group (Menlo)
 - i. See Attachment A for a description of Menlo's scope of work

- ii. Two meetings of the Program Development Committee (May and July)
 - c. Technical Working Group (HNTB)
 - i. Overview of the technical specifications and general architecture for a Mobility Wallet program; focus on technology needs, policy elements, roles, and the structure of a Concept of Operations (Deliverable: PowerPoint – Mobility Wallet 101)
 - ii. Inventory interviews with all mobility providers (DDOT, DTC, M1 Rail, MoGo, identified scooter partner, and SMART); focus on existing fare collection processes, backend financial management, policy desires for a mobility wallet, and gap analysis for a mobility wallet (Deliverable: PowerPoint – Existing Payment Technology)
 - iii. Two meetings of the Technical Committee (May and July)
 - iv. Financial Task Force Meeting #1
- 3. Ideation (August 2023 – November 2023)
 - a. Concept of Operations that covers the following elements:
 - i. Chapter 1. Intro (HNTB)
 - 1. Project scope and vision
 - ii. Chapter 2. Current System (HNTB)
 - 1. Description and stakeholders
 - 2. Operational policies and constraints
 - iii. Chapter 3. Stakeholder Engagement (Menlo/HNTB)
 - 1. Summary info of traveler and employment agency needs (Menlo/HNTB)
 - 2. Summary info of mobility provider needs (HNTB)
 - iv. Chapter 4. Justification for Changes (Menlo/HNTB)
 - 1. Benefits (gaps in the current system)
 - 2. User needs
 - a. Traveler and employment agency needs (Menlo)
 - b. Mobility provider needs (HNTB)
 - 3. Priorities among changes
 - 4. Changes considered but not included
 - v. Chapter 5. Proposed System (HNTB Lead/Menlo Support)
 - 1. Description
 - 2. Context diagram
 - 3. System components
 - 4. Modes of operation
 - 5. User classes and other involved personnel
 - 6. System requirements
 - vi. Chapter 6. Operational Scenarios (HNTB/Menlo)
 - 1. Based on user needs/proposed system
 - vii. Chapter 7. Summary of Impacts (HNTB)
 - 1. Operational
 - 2. Organizational
 - 3. Summary of improvements
 - 4. Alternatives and trade-offs considered
 - 5. Implementation strategy

- 6. Security and privacy
 - b. Financial Task Force Meeting #2
 - c. Final meeting of all participants
- 4. Request for Proposals (November 2023 – January 2024)
 - a. Draft for MDOT Review
 - i. RTA will lead drafting the RFP with input from MDOT, Menlo and HNTB
 - b. Release
 - c. Pre-bid
 - d. Due/Interviews
 - i. RTA, MDOT, Menlo, HNTB, and one representative from each working group will review
 - e. Selection (RTA Board Approval)

Phase 2 – Pilot Implementation

Detailed Schedule:

This is a high-level overview. The selected vendor will be a key participant in developing this schedule.

1. Complete contract with vendor; will require RTA Board approval (February 2024)
2. Kick-off Meeting with selected vendor (February 2024)
3. Begin development of Mobility Wallet (beta version) testing by internal stakeholders (March – April 2024)
4. Recruit pilot group from United Way Southeast Michigan and Detroit at Work participants (March – May 2024)
5. Launch Pilot (June 2024)
6. Complete Pilot (September 2024)
7. Pilot Evaluation (September – December 2024)

**REGIONAL TRANSIT AUTHORITY OF SOUTHEAST MICHIGAN
AGREEMENT FOR SERVICES**

THIS AGREEMENT, made and entered into this ___ day of _____, 2023 (“Effective Date”) by and between Menlo Innovations (hereinafter, together with its assignees and successors in interest, called the "Contractor") and the Regional Transit Authority of Southeast Michigan; a Michigan Regional Transit Authority; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called “RTA”).

WITNESSETH:

WHEREAS, the RTA desires to enter into a cost plus multiplier with the Contractor to render certain professional services hereafter described, in connection with an undertaking which is expected to be partially financed under prime contract 2022-0126 between the RTA and the Michigan Department of Transportation (hereinafter called the “Department”). All terms and conditions of contract 2022-0126 are incorporated into this Agreement.

NOW THEREFORE, the parties hereto, for the consideration hereinafter specified mutually agree as follows:

ARTICLE I. ASSISTANCE TO THE TRANSIT AUTHORITY

Section A. The RTA hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the Unified Work Program of the RTA.

Section B. The Contractor shall perform all the necessary services provided under this Agreement in connection with and respecting the following area or areas, herein called the "Planning Area":

The Planning Area consists of the City of Detroit and the Counties of Oakland, Macomb, Washtenaw, and Wayne.

Section C. The Contractor shall do, perform, and carry out in a satisfactory and proper manner the services as determined by the RTA and as identified in Attachment I of this Agreement.

ARTICLE II. GENERAL

Section A. All studies, procedures and estimates made in connection with these services, are subject to review and approval of the RTA, for completeness and fulfillment of the requirements of this Agreement.

Section B. The interests of the RTA require close cooperation, and the Contractor shall confer as necessary and cooperate with the RTA in order that the work may proceed in a mutually satisfactory manner.

Section C. The Contractor or his designated representative, upon at least forty-eight (48) hours notice, shall, attend meetings, conferences and public hearings, when requested, and will confer and cooperate in the presentation of these services at such convocations.

Section D. The RTA hereby agrees to make available without charge to the Contractor, at the RTA's headquarters, office space needed by the Contractor in addition to his usual place of business for the performance of the services agreed to under this Agreement, and the Contractor hereby agrees not to include any charge for such additional space in his fee.

Section E. The Contractor hereby agrees to abide by applicable regulations and standards of the National Energy Conservation Program by fostering, promoting, and achieving energy conservation. Contractors must utilize to the maximum practicable extent the most energy-efficient equipment, materials, and construction and operating procedures available.

Section F. This Agreement is funded in part by a grant from a single grantor agency or combination of grantor agencies listed in the preamble of this agreement. Neither the United States, the State of Michigan, nor any of the grantor agencies are a party to this agreement.

Section G. This Agreement is a cost plus multiplier contract that will begin in May 2023 and will run for a period of twenty (20) months through December 31, 2024.

ARTICLE III. CHANGES

The RTA may, at any time by written order, make changes in the work and services to be performed, under this Agreement and within the general scope thereof. If such changes cause an increase or decrease in the cost of performing the work and services under this Agreement or in the time required for its performance, an equitable adjustment shall be made and the Agreement shall be modified by written mutual agreement of the parties hereto as evidenced by an amendment hereto and approved by the Grantor Agency (ies) when required. Any claim for adjustment under this article must be made in writing to the RTA within thirty (30) calendar days from the date the change is ordered by RTA or such claim will be waived and abandoned by Contractor. Any claim submitted shall contain sufficient cost documentation and pricing information (including hourly rates and estimated hours) to allow the RTA to confirm that the proposed price adjustment meets the cost principles set forth in 48 C.F.R. Part 31. The submission of a claim proposal does not require the RTA to accept the proposal even if the proposal is within scope and is consistent with the cost principles set forth in 48 C.F.R. Part 31.

To the extent the parties are unable to agree to the amount of the equitable adjustment and/or the time adjustment, the parties shall resolve their dispute pursuant to Article V- Disputes. Nothing provided in this article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

ARTICLE IV. INDEMNIFICATION AGREEMENT

The Contractor hereby expressly agrees and covenants that he will hold and save harmless and indemnify the State of Michigan, the Grantor Agency (ies), the RTA, and their respective officers, agents, servants, and employees from liability of any nature or kind, in connection with the work to be performed hereunder, arising out of any negligent act or omissions of the Contractor or of any employee or agents of the Contractor, or any person, firm or corporation employed by the Contractor, or any of them, or associated with it including any persons, firm or corporation having the status of an independent contractor, or engaged by the Contractor, to perform any work required by or in connection with the work required by this Agreement.

ARTICLE V. DISPUTES

The Board Chairperson of the Regional Transit Authority of Southeast Michigan will, or their designee, in all cases, decide any and all questions which may arise concerning a question of fact in connection with the work not disposed of by agreement, among or between the parties to the Agreement. Contractor shall continue performance of the work and services required by this Agreement while the dispute is evaluated and resolved. Decision issued under this Article by RTA shall constitute final decisions by the RTA.

ARTICLE VI. RESPONSIBILITY OF THE CONTRACTOR

Section A. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his services.

Section B. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable Grantor Agency (ies) requirements.

Section C. Approval by the RTA of reports, work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of the work. Neither the RTA's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and the Contractor shall be and remain liable in accordance with applicable law for all damages to the RTA caused by the Contractor's negligent performance of any of the services furnished under this Amendment.

Section D. The Contractor shall direct any media inquiries regarding the services covered by this contract to the RTA.

Section E. Law in addition to any other rights and remedies provides the rights and remedies of the RTA provided for under this Agreement.

ARTICLE VII. PERSONNEL

Section A. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement.

Section B. All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and Local law to perform

such services.

Section C. The Contractor shall not, without written permission from the RTA, engage the services of any person or persons in the employ of the RTA for any work required by the terms of this Agreement.

ARTICLE VIII. NONDISCRIMINATION IN EMPLOYMENT

Section A. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of 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.

Section B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, and national origin or solely by reason of a physical or mental impairment or by reason of status as a disabled veteran or a veteran of the Vietnam era. This policy of nondiscrimination shall include, but shall not be limited to: employment, upgrading, demotion, transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation and the selection of employees for training, including apprenticeship, and participation in recreational and educational activities. The Contractor shall adhere to the concepts of affirmative action promulgated by President Executive Order 11246, as amended, and all other applicable federal and state standards established for affirmative action. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices, provided by federal or state civil rights commissions, setting forth the provisions of the above statement of nondiscrimination. The Contractor shall cause the above statements of nondiscrimination and affirmative action to be inserted in all subcontracts for any work covered by this contract to insure that such provisions will be binding upon each subcontractor. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall clearly indicate that the Contractor adheres to the concepts of equal opportunity and affirmative action as required by federal and state laws and regulations.

Section C. The Contractor shall maintain such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees, as the RTA or the RTA's grantor agencies may require. The Contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the Contractor himself and said Contractor shall permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purpose of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.

ARTICLE IX. SUBCONTRACT APPROVAL (Reserved)

ARTICLE X. PAYMENT

Section A. For the services performed and expenses incurred by the Contractor under this Agreement, it is agreed that the total contract price shall not exceed the amount specified in Attachment II of this Agreement, without the written approval of the RTA and the Grantor Agency (ies) when required.

Section B. Checks in payment for services rendered hereunder shall be drawn to the order of the Contractor and mailed to the Contractor at his address as set forth in this Agreement. The Contractor hereby expressly agrees that the acceptance of the check so drawn shall constitute full payment by the RTA to the Contractor, for the services for which such payments are made.

Section C. The making of payments including partial payments by the RTA to the Contractor in the manner aforesaid, shall vest in the RTA's title to, and the right to take possession of, all reports, estimates, computations, memoranda, and other papers, documents and material produced by the Contractor up to the time of such payments, and the RTA shall have the right to use the same for public purpose or make any desirable alterations thereto, without other or further compensation to the Contractor or to any other person.

Section D. The Contractor shall maintain accounting records and other evidence pertaining to the costs incurred, and make the records available at its office at all reasonable times during the Agreement period and for three (3) years from the date of submission of the final expenditure report pertaining to this Agreement by the RTA to the Federal Grantor Agency (ies). The RTA and any authorized representative of the Federal Government will make such accounting records and other evidence pertaining to the costs incurred, available for inspection, and copies thereof

shall be furnished if requested.

ARTICLE XI. AUDITS AND INSPECTION

The Contractor shall permit the authorized representatives of the RTA, its grantor agency (ies) and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance and its subcontracts, if any, under this Agreement from date of Agreement through and until the expiration of three years after completion of agreement with which Federal funds are used.

ARTICLE XII. PUBLICATION, REPRODUCTION AND USE OF MATERIALS

Section A. The publication of any data or information made in connection with this Agreement shall be in accordance with publication requirements of the RTA.

Section B. No material produced in whole or in part under this Agreement, shall be subject to copyright in the United States, or in any other country by the Contractor. The RTA shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

Section C. All reports, estimates, memoranda and other papers and documents submitted by the Contractor shall be dated and bear the Contractor's name.

All reports, maps and other documents completed as part of this Agreement, other than documents exclusively for internal use with the RTA, shall carry the following notation on the front cover or a title page (or in the case of maps, in the same block), containing the name of the RTA:

"The preparation of this (report, map, document, etc.) was financed in part through: cooperation with the Department of Transportation, Urban Mass Transportation Administration; the Federal Transit Administration, and the participation of the Michigan State Transportation Commission; or a planning grant from the environmental Protection Agency. This document was prepared (month/year) for the Regional Transit Authority of Southeast Michigan."

Section D. The RTA shall make available to the Contractor all of the RTA's data, reports, analyses, drawings, maps, tables and other pertinent background information related to the Study under this Agreement.

Section E. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement, which the RTA requests to be kept as confidential, shall not be made available to any individual or organization by the Contractor, without prior written approval of the RTA.

ARTICLE XIII. TIME FOR COMPLETION

The Contractor shall commence the work required by this Agreement, on the date specified in a written Notice to Proceed, and will complete the work specified in Attachment I within the time period provided in Attachment I. Any time extensions beyond the original performance period shall be in writing and mutually agreed upon by the parties. Such extension shall be evidenced by a fully executed modification to this Agreement. To be effective, any contract extension must be approved by the RTA and the Grantor Agency (ies), when required.

The RTA evaluated all proposals including the pricing for contract extensions for award purposes only. Evaluation of contract extensions does not obligate the RTA to exercise these extensions. The exercise of any contract term extension is done at the sole discretion of RTA.

ARTICLE XIV. TERMINATION

Section A. This Agreement may be terminated in whole, or in part, in writing by the RTA in the event of material failure of the Contractor to fulfill its obligation under this Agreement: Provided, that the RTA shall give the Contractor at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.

Section B. This Agreement may be terminated in whole, or in part, in writing by the RTA for its convenience: Provided, that no such termination may be effected unless the Contractor is at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

Section C. If a termination for default is issued by the RTA an equitable adjustment in the price provided for in this Agreement may be made, but (a) no amount shall be allowed for anticipated profit on unperformed services or other work, and (b) any payment due to the Contractor at time of termination be adjusted to the extent of any additional costs incurred by the RTA by reason of the Contractor's default. If a termination for convenience is issued by the RTA, the Contractor may be entitled to an equitable adjustment for the following: (1) costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto; (2) the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract, (3) a sum for reasonable profit for only those services or other work performed and accepted by the RTA.

Section D. Upon receipt of termination action pursuant to Section A and B, above, the Contractor shall (a) promptly discontinue all services affected (*unless the notice directs otherwise); and (b) terminate all subcontracts to the extent that they relate to the performance of work terminated by the RTA, and (c) deliver or otherwise make available to the RTA, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

Section E. Upon termination pursuant to Section A, above, the RTA may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Contractor is held liable for any excess costs for such similar work or service.

Section F. If after the issuance of a termination for default it is determined that the default was not proper, the termination shall be deemed to have been issued as a termination for convenience of the RTA. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section C of this Article.

Section G. The rights and remedies of the RTA and the Contractor provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE XV. ASSIGNABILITY, DEATH OR DISABILITY

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the RTA. Provided, however, that claims for money due, or to become due to the Contractor from the RTA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the RTA.

Where the services of a partnership are engaged as Contractors, each partner shall take full responsibility for, and actively participate in all work provided for them herein from date of execution of this Agreement, until the services have been completed and accepted by the RTA; provided, however, that the death, incapacitation or retirement of one or more of the partners shall not, of itself, be deemed to incapacitate the other remaining partners, providing the remaining partners are, in the judgment of the RTA, able and competent to carry out the terms of this Agreement, in which latter event no reduction shall be made in the compensation on account of such death, incapacitation or retirement.

ARTICLE XVI. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

ARTICLE XVII. INTEREST OF MEMBERS OF TRANSIT AUTHORITY AND OTHERS

No officer or employee of the RTA and no members of its governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement, which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress of the United States of America, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise, here from.

ARTICLE XIX. CONTINGENT FEES

The Contractor warrants he has not employed or retained any company or person, other than bona fide employees working solely for the Contractor to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the RTA shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the fees due the Contractor, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XX. GRATUITIES

Section A. The RTA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing, by the RTA that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official or employee of the RTA with a view toward securing a contact of securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this Agreement: Provided, that the existence of the facts upon which the RTA makes such findings shall be in issue and may be reviewed in proceedings pursuant to the "Disputes" Article of this Agreement.

Section B. In the event this Agreement is terminated as provided in Section A., hereof, the RTA shall be entitled (a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor, and (b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the RTA) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

Section C. The rights and remedies of the RTA provided in this Article shall not be exclusive and are in addition to any rights and remedies provided by law or under this Agreement.

ARTICLE XXI. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of an equitable price adjustment pursuant to the "Changes" Article or any other provision of this Agreement, such costs shall be in accordance with the cost principles of 48 C.F.R. Part 31.

ARTICLE XXII. EXCUSABLE DELAY

Except with respect to defaults of subcontractors the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or make progress and if such failure arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be in default, unless (a) the services to be furnished by the subcontractor were obtainable from other sources, (b) the RTA shall have ordered the Contractor in writing to procure such supplies or services from such other sources, and (c) the Contractor shall have failed to comply reasonably with such order. Upon request of the Contractor, the RTA shall ascertain the facts and extent of such failure, if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the RTA under the Article hereof entitled "Termination". (As used in this Article, the terms "subcontractor" and "Subcontractors" mean subcontract(s) at any tier.)

ARTICLE XXIII. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

Section A. If the RTA determines that any price, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any significant sums because the Contractor, or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification

of current cost or pricing data (EPA Form 5700-41), then such price or cost or profit shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.

Section B. Failure to agree on a reduction shall be subject to the "Disputes" Article of this Agreement.

ARTICLE XXIV. LIMITATION OF COST

Section A. It is intended that the total price to the RTA for the performance of this Agreement, exclusive of any agreed upon changes, will not exceed the pricing set forth in the Compensation Article, and the Contractor agrees to use his best efforts to perform the work specified in the Scope of Services and all obligations under this Agreement within such pricing.

Section B. (reserved)

Section C. (reserved)

Section D. (reserved)

Section E. Contractor agrees that any costs reported or claimed by the Contractor to the RTA for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement and 48 C.F.R. Part 31. Contractor also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

ARTICLE XV. CERTIFICATION

The contractor's signature on this Agreement constitutes the contractor's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment III is Appendix B of 49 CFR Part 29.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed by their proper officials.

REGIONAL TRANSIT AUTHORITY OF
SOUTHEAST MICHIGAN

ATTEST:

BY:

Title:

Board Chairman

CONTRACTOR

ATTEST:

BY:

Title:

Title:

Federal ID or Social Security #

Agreement Date

ATTACHMENT I

This Attachment I is attached to and hereby made a part of the Agreement for Services by and between Menlo Innovations (hereinafter referred to as the “Contractor”) and the Regional Transit Authority of Southeast Michigan (hereinafter referred to as “RTA”) dated this the ____ day of _____, 2022.

Section 1

The Scope of Services, Schedule, and Budget are included in Appendix 1.

Section 2

The reimbursement process will be as follows:

1. Contractor shall register at Bill.com as a vendor for the Regional Transit Authority of Southeast Michigan.
2. Submission of monthly invoices and progress reports by contractor shall be through the Bill.com website or emailed to rtamichigan@bill.com. Queries regarding Accounts Payable may be sent to Virginia Lickliter at vlickliter@rtamichigan.org.
3. Invoices should document expenses by task indicating hours charged and dollars for labor and other direct costs.
4. The RTA invoices their grantor agencies for expenses on a monthly basis. RTA vendors are paid upon receipt of grantor payments, approximately 30 to 45 days.

May 1, 2023

ATTACHMENT III

[This is a reproduction of Appendix B of 22 CFR Part 513]
22 CFR Appendix B to Part 513 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing [Executive Order 12549](#). You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9](#), subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or Board with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9](#), subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9](#), subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[[60 FR 33042](#), 33045, June 26, 1995]

ATTACHMENT IV

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signees 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 signee, 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The signee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 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.

High-Tech Anthropology® plan for designing a mobility wallet solution and selecting and supporting a vendor partner during implementation					
Description of project tasks			Estimated duration (in hours)	Number of resources	Billable hours total
Phase 1 - Program Definition (April to November)	Estimated time line 4 - 5 weeks (Contingent upon timely availability of observation participants)	Project Kickoff meeting with project team and collaborating partners to capture business goals for project success and define a draft observation plan. (Meeting will last about 2 hours) (Remaining 1 hour for debriefing) (1 pair of HTAs and 1 PM to attend the kick off meeting)	3	3	9
		Observations and Interviews: Study end-users in their native environment to understand how they currently pay for trips including paratransit, cross-agency and multi-mode trips			
		Identify and reach out to potential observation candidates to schedule observations.	8	2	16
		Conduct observations/interviews with stakeholders from 4 providers , to capture current workflow, painpoints, and payment tools. (1 stakeholder from a variety of provider types: public transit, community, nonprofit, private, etc.) (Includes observation and debrief time)	12	2	24
		Conduct observations/interviews with 9 riders to capture current workflow, painpoints, and payment tools. (1 hour for each observation/interview, 2 hours to debrief)	27	2	54
		Conduct observations/interviews with 3 drivers , to capture current workflow, painpoints, and payment tools. (1 public bus driver, 1 van driver, 1 cab driver) (1 hour for each observation/interview, 2 hours to debrief)	9	2	18
		Conduct observations/interviews with 1 rider using DivDat and 1 rider using DivDat or a similar technology or platform. (1 hour for each observation/interview, 2 hours to debrief)	6	2	12
		Debrief & Synthesize data collected from the observations and interviews	32	2	64
		Prepare presentation of findings from the observations/interviews	8	2	16
		Bi-weekly meetings with the project team to collaborate and present findings to date. (Project check-ins with HNTB to include Process introduction, Process check-in, and Final Joint meetings) (1 hour for each meeting, 1 pair of HTAs and 1 PM to participate)	6	3	18
Estimated time line 2 - 3 weeks	Problem statement and personas: Build project focus and consensus to guide the user experience and technical implementation				
	Create personas to represent the attributes and goals of end users discovered during the observations and interviews	8	2	16	
	Create the problem/opportunity statement	4	2	8	
	Persona mapping exercise and review problem/opportunity statement draft with project stakeholders	4	2	8	
	Finalize the persona map and problem/opportunity statement	4	2	8	
	Workflows & Systems Diagram: Document the end-to-end user experience with trip payment (including paratransit, cross agency and multi-modal) as well as the relationship between the different systems involved				
	Create current and future state workflows mapping	24	2	48	
Estimated time line 2 - 3 weeks (Contingent upon timely availability of observation participants)	Iterative Design & Design Assessment: Mockup multiple contrasting design solutions, and assess with hosts and participants				
	Create a contrasting design framework	4	2	72	
	Create 2 contrasting designs	32	2		
	Create design assessment kits	16	2	32	
	Present Round 1 designs to project stakeholders	2	2	4	
	Design screen reader experience	16	2	32	
	Round 1: Conduct design assessments with 5 representative end users (1 hour for each assessment, 2 hour debrief)	15	2	30	
	Round 1: Synthesize design assessment findings	16	2	32	
Estimated time line 1 - 2 weeks	Refine down to 1 design based on user feedback	24	2	48	
	Update design assessment kits	16	2	32	
	Present Round 2 designs to project stakeholders	2	2	4	
	Round 2: Conduct design assessments with 5 representative end users (1 hour for each assessment, 2 hour debrief)	15	2	30	
Estimated time line 1 - 2 weeks	Round 2: Synthesize design assessment findings	16	2	32	
	Finalize designs	24	2	48	
	Create a design hand-off deliverable for the development team (annotated clickable prototype or screen play)	32	2	64	
Estimated time line 1 weeks	Write policy sections of the Concept of Operations that are informed by the Discovery process and program needs, following the form of sample documents provided by HNTB	64	2	128	
	Review and edit the Request for Proposal prior to submission.	24	2	48	
Estimated time line 1 weeks	Evaluating Potential Development Paths: Based on the identified user needs, evaluate the different development paths identified by the project stakeholders.				
	Evaluate the client suggested off-the-shelf and/or custom development paths based on the user needs specified in the design (attend vendor match sessions)	24	2	48	
Present the evaluation results to the project stakeholders (put together feedback/ranking around vendors)					
Phase 1 - PROJECT SUPPORT					
Discovery, Design, RFP, and Vendor Selection (Prior to Development) 11 - 17 Weeks	Recurring Project Tasks (Standup, project communication)				134
	Project Management Support				120
	15% Contingency				199
	Billable Hours:				1524
	Compensation for observation and design assessment participants				\$500
	Phase 1 Budget:				\$290,092

Description of project tasks		Estimated duration (in hours)	Number of resources	Billable hours total	
Phase 2 - Pilot Implementation	Estimated time line 12 weeks (Assumes 12 weeks of development updates)	Development Support: Provide consulting support and advocate for the end user goals during development			
		Consulting support during development	96	2	192
		Quality advocates test development updates	96	2	192
	Estimated time line 2 - 3 weeks (Contingent upon timely availability of observation participants)	Pilot Beta Tests: Testing the first functional release of the application with end-users			
		Create a scenario for the user pilot tests	4	2	8
		Conduct pilot beta assessments with 16 end users The specific users will be chosen based on the direction of the final implemented solution. (1 hour for each observation/interview, 2 hours to debrief)	48	2	96
		Synthesize findings across pilot beta assessments	16	2	32
		Prepare to present pilot beta findings to the project stakeholders	8	2	16
		Present the evaluation results to the project stakeholders	2	2	4
		Prepare final report deliverable	32	2	64
Phase 2 - PROJECT SUPPORT					
Development Support and Pilot Beta Tests 14 - 15 Weeks	Recurring Project Tasks (Standup, project communication)			76	
	Project Management Support			68	
	15% Contingency			112	
	Billable Hours:			860	
	Phase 2 Budget:			\$163,318	
Total Project Budget:			\$453,410		

**REGIONAL TRANSIT AUTHORITY OF SOUTHEAST MICHIGAN
AGREEMENT FOR SERVICES**

THIS AGREEMENT, made and entered into this ___ day of _____ 2023 (“Effective Date”) by and between HNTB (hereinafter, together with its assignees and successors in interest, called the "Contractor") and the Regional Transit Authority of Southeast Michigan; a Michigan Regional Transit Authority; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called “RTA”).

WITNESSETH:

WHEREAS, the RTA desires to enter into a cost plus multiplier contract with the Contractor to render certain professional services hereafter described, in connection with an undertaking which is expected to be partially financed under prime contract 2022-0126 between the RTA and the Michigan Department of Transportation (hereinafter called the “Department”). All terms and conditions of contract 2022-0126 are incorporated into this Agreement.

NOW THEREFORE, the parties hereto, for the consideration hereinafter specified mutually agree as follows:

ARTICLE I. ASSISTANCE TO THE TRANSIT AUTHORITY

Section A. The RTA hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the Unified Work Program of the RTA.

Section B. The Contractor shall perform all the necessary services provided under this Agreement in connection with and respecting the following area or areas, herein called the "Planning Area":

The Planning Area consists of the City of Detroit and the Counties of Oakland, Macomb, Washtenaw, and Wayne.

Section C. The Contractor shall do, perform, and carry out in a satisfactory and proper manner the services as determined by the RTA and as identified in Attachment I of this Agreement.

ARTICLE II. GENERAL

Section A. All studies, procedures and estimates made in connection with these services, are subject to review and approval of the RTA, for completeness and fulfillment of the requirements of this Agreement.

Section B. The interests of the RTA require close cooperation, and the Contractor shall confer as necessary and cooperate with the RTA in order that the work may proceed in a mutually satisfactory manner.

Section C. The Contractor or his designated representative, upon at least forty-eight (48) hours notice, shall, attend meetings, conferences and public hearings, when requested, and will confer and cooperate in the presentation of these services at such convocations.

Section D. The RTA hereby agrees to make available without charge to the Contractor, at the RTA's headquarters, office space needed by the Contractor in addition to his usual place of business for the performance of the services agreed to under this Agreement, and the Contractor hereby agrees not to include any charge for such additional space in his fee.

Section E. The Contractor hereby agrees to abide by applicable regulations and standards of the National Energy Conservation Program by fostering, promoting, and achieving energy conservation. Contractors must utilize to the maximum practicable extent the most energy-efficient equipment, materials, and construction and operating procedures available.

Section F. This Agreement is funded in part by a grant from a single grantor agency or combination of grantor agencies listed in the preamble of this agreement. Neither the United States, the State of Michigan, nor any of the grantor agencies are a party to this agreement.

Section G. This Agreement is a cost plus multiplier contract that will begin in May 2023 and will run for a period of twelve (12) months through May 31, 2024.

ARTICLE III. CHANGES

The RTA may, at any time by written order, make changes in the work and services to be performed, under this Agreement and within the general scope thereof. If such changes cause an increase or decrease in the cost of performing the work and services under this Agreement or in the time required for its performance, an equitable adjustment shall be made and the Agreement shall be modified by written mutual agreement of the parties hereto as evidenced by an amendment hereto and approved by the Grantor Agency (ies) when required. Any claim for adjustment under this article must be made in writing to the RTA within thirty (30) calendar days from the date the change is ordered by RTA or such claim will be waived and abandoned by Contractor. Any claim submitted shall contain sufficient cost documentation and pricing information (including hourly rates and estimated hours) to allow the RTA to confirm that the proposed price adjustment meets the cost principles set forth in 48 C.F.R. Part 31. The submission of a claim proposal does not require the RTA to accept the proposal even if the proposal is within scope and is consistent with the cost principles set forth in 48 C.F.R. Part 31.

To the extent the parties are unable to agree to the amount of the equitable adjustment and/or the time adjustment, the parties shall resolve their dispute pursuant to Article V- Disputes. Nothing provided in this article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

ARTICLE IV. INDEMNIFICATION AGREEMENT

The Contractor hereby expressly agrees and covenants that he will hold and save harmless and indemnify the State of Michigan, the Grantor Agency (ies), the RTA, and their respective officers, agents, servants, and employees from liability of any nature or kind, in connection with the work to be performed hereunder, arising out of any negligent act or omissions of the Contractor or of any employee or agents of the Contractor, or any person, firm or corporation employed by the Contractor, or any of them, or associated with it including any persons, firm or corporation having the status of an independent contractor, or engaged by the Contractor, to perform any work required by or in connection with the work required by this Agreement.

ARTICLE V. DISPUTES

The Board Chairperson of the Regional Transit Authority of Southeast Michigan will, or their designee, in all cases, decide any and all questions which may arise concerning a question of fact in connection with the work not disposed of by agreement, among or between the parties to the Agreement. Contractor shall continue performance of the work and services required by this Agreement while the dispute is evaluated and resolved. Decision issued under this Article by RTA shall constitute final decisions by the RTA.

ARTICLE VI. RESPONSIBILITY OF THE CONTRACTOR

Section A. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his services.

Section B. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable Grantor Agency (ies) requirements.

Section C. Approval by the RTA of reports, work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of the work. Neither the RTA's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and the Contractor shall be and remain liable in accordance with applicable law for all damages to the RTA caused by the Contractor's negligent performance of any of the services furnished under this Amendment.

Section D. The Contractor shall direct any media inquiries regarding the services covered by this contract to the RTA.

Section E. Law in addition to any other rights and remedies provides the rights and remedies of the RTA provided for under this Agreement.

ARTICLE VII. PERSONNEL

Section A. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement.

Section B. All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and Local law to perform

such services.

Section C. The Contractor shall not, without written permission from the RTA, engage the services of any person or persons in the employ of the RTA for any work required by the terms of this Agreement.

ARTICLE VIII. NONDISCRIMINATION IN EMPLOYMENT

Section A. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of 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.

Section B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, and national origin or solely by reason of a physical or mental impairment or by reason of status as a disabled veteran or a veteran of the Vietnam era. This policy of nondiscrimination shall include, but shall not be limited to: employment, upgrading, demotion, transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation and the selection of employees for training, including apprenticeship, and participation in recreational and educational activities. The Contractor shall adhere to the concepts of affirmative action promulgated by President Executive Order 11246, as amended, and all other applicable federal and state standards established for affirmative action. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices, provided by federal or state civil rights commissions, setting forth the provisions of the above statement of nondiscrimination. The Contractor shall cause the above statements of nondiscrimination and affirmative action to be inserted in all subcontracts for any work covered by this contract to insure that such provisions will be binding upon each subcontractor. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall clearly indicate that the Contractor adheres to the concepts of equal opportunity and affirmative action as required by federal and state laws and regulations.

Section C. The Contractor shall maintain such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees, as the RTA or the RTA's grantor agencies may require. The Contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the Contractor himself and said Contractor shall permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purpose of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.

ARTICLE IX. SUBCONTRACT APPROVAL (Reserved)

ARTICLE X. PAYMENT

Section A. For the services performed and expenses incurred by the Contractor under this Agreement, it is agreed that the total contract price shall not exceed the amount specified in Attachment II of this Agreement, without the written approval of the RTA and the Grantor Agency (ies) when required.

Section B. Checks in payment for services rendered hereunder shall be drawn to the order of the Contractor and mailed to the Contractor at his address as set forth in this Agreement. The Contractor hereby expressly agrees that the acceptance of the check so drawn shall constitute full payment by the RTA to the Contractor, for the services for which such payments are made.

Section C. The making of payments including partial payments by the RTA to the Contractor in the manner aforesaid, shall vest in the RTA's title to, and the right to take possession of, all reports, estimates, computations, memoranda, and other papers, documents and material produced by the Contractor up to the time of such payments, and the RTA shall have the right to use the same for public purpose or make any desirable alterations thereto, without other or further compensation to the Contractor or to any other person.

Section D. The Contractor shall maintain accounting records and other evidence pertaining to the costs incurred, and make the records available at its office at all reasonable times during the Agreement period and for three (3) years from the date of submission of the final expenditure report pertaining to this Agreement by the RTA to the Federal Grantor Agency (ies). The RTA and any authorized representative of the Federal Government will make such accounting records and other evidence pertaining to the costs incurred, available for inspection, and copies thereof

shall be furnished if requested.

ARTICLE XI. AUDITS AND INSPECTION

The Contractor shall permit the authorized representatives of the RTA, its grantor agency (ies) and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance and its subcontracts, if any, under this Agreement from date of Agreement through and until the expiration of three years after completion of agreement with which Federal funds are used.

ARTICLE XII. PUBLICATION, REPRODUCTION AND USE OF MATERIALS

Section A. The publication of any data or information made in connection with this Agreement shall be in accordance with publication requirements of the RTA.

Section B. No material produced in whole or in part under this Agreement, shall be subject to copyright in the United States, or in any other country by the Contractor. The RTA shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

Section C. All reports, estimates, memoranda and other papers and documents submitted by the Contractor shall be dated and bear the Contractor's name.

All reports, maps and other documents completed as part of this Agreement, other than documents exclusively for internal use with the RTA, shall carry the following notation on the front cover or a title page (or in the case of maps, in the same block), containing the name of the RTA:

"The preparation of this (report, map, document, etc.) was financed in part through: cooperation with the Department of Transportation, Urban Mass Transportation Administration; the Federal Transit Administration, and the participation of the Michigan State Transportation Commission; or a planning grant from the environmental Protection Agency. This document was prepared (month/year) for the Regional Transit Authority of Southeast Michigan."

Section D. The RTA shall make available to the Contractor all of the RTA's data, reports, analyses, drawings, maps, tables and other pertinent background information related to the Study under this Agreement.

Section E. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement, which the RTA requests to be kept as confidential, shall not be made available to any individual or organization by the Contractor, without prior written approval of the RTA.

ARTICLE XIII. TIME FOR COMPLETION

The Contractor shall commence the work required by this Agreement, on the date specified in a written Notice to Proceed, and will complete the work specified in Attachment I within the time period provided in Attachment I. Any time extensions beyond the original performance period shall be in writing and mutually agreed upon by the parties. Such extension shall be evidenced by a fully executed modification to this Agreement. To be effective, any contract extension must be approved by the RTA and the Grantor Agency (ies), when required.

The RTA evaluated all proposals including the pricing for contract extensions for award purposes only. Evaluation of contract extensions does not obligate the RTA to exercise these extensions. The exercise of any contract term extension is done at the sole discretion of RTA.

ARTICLE XIV. TERMINATION

Section A. This Agreement may be terminated in whole, or in part, in writing by the RTA in the event of material failure of the Contractor to fulfill its obligation under this Agreement: Provided, that the RTA shall give the Contractor at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.

Section B. This Agreement may be terminated in whole, or in part, in writing by the RTA for its convenience: Provided, that no such termination may be effected unless the Contractor is at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

Section C. If a termination for default is issued by the RTA an equitable adjustment in the price provided for in this Agreement may be made, but (a) no amount shall be allowed for anticipated profit on unperformed services or other work, and (b) any payment due to the Contractor at time of termination be adjusted to the extent of any additional costs incurred by the RTA by reason of the Contractor's default. If a termination for convenience is issued by the RTA, the Contractor may be entitled to an equitable adjustment for the following: (1) costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto; (2) the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract, (3) a sum for reasonable profit for only those services or other work performed and accepted by the RTA.

Section D. Upon receipt of termination action pursuant to Section A and B, above, the Contractor shall (a) promptly discontinue all services affected (*unless the notice directs otherwise); and (b) terminate all subcontracts to the extent that they relate to the performance of work terminated by the RTA, and (c) deliver or otherwise make available to the RTA, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

Section E. Upon termination pursuant to Section A, above, the RTA may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Contractor is held liable for any excess costs for such similar work or service.

Section F. If after the issuance of a termination for default it is determined that the default was not proper, the termination shall be deemed to have been issued as a termination for convenience of the RTA. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section C of this Article.

Section G. The rights and remedies of the RTA and the Contractor provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE XV. ASSIGNABILITY, DEATH OR DISABILITY

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the RTA. Provided, however, that claims for money due, or to become due to the Contractor from the RTA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the RTA.

Where the services of a partnership are engaged as Contractors, each partner shall take full responsibility for, and actively participate in all work provided for them herein from date of execution of this Agreement, until the services have been completed and accepted by the RTA; provided, however, that the death, incapacitation or retirement of one or more of the partners shall not, of itself, be deemed to incapacitate the other remaining partners, providing the remaining partners are, in the judgment of the RTA, able and competent to carry out the terms of this Agreement, in which latter event no reduction shall be made in the compensation on account of such death, incapacitation or retirement.

ARTICLE XVI. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

ARTICLE XVII. INTEREST OF MEMBERS OF TRANSIT AUTHORITY AND OTHERS

No officer or employee of the RTA and no members of its governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement, which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress of the United States of America, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise, here from.

ARTICLE XIX. CONTINGENT FEES

The Contractor warrants he has not employed or retained any company or person, other than bona fide employees working solely for the Contractor to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the RTA shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the fees due the Contractor, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XX. GRATUITIES

Section A. The RTA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing, by the RTA that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official or employee of the RTA with a view toward securing a contact of securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this Agreement: Provided, that the existence of the facts upon which the RTA makes such findings shall be in issue and may be reviewed in proceedings pursuant to the "Disputes" Article of this Agreement.

Section B. In the event this Agreement is terminated as provided in Section A., hereof, the RTA shall be entitled (a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor, and (b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the RTA) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

Section C. The rights and remedies of the RTA provided in this Article shall not be exclusive and are in addition to any rights and remedies provided by law or under this Agreement.

ARTICLE XXI. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of an equitable price adjustment pursuant to the "Changes" Article or any other provision of this Agreement, such costs shall be in accordance with the cost principles of 48 C.F.R. Part 31.

ARTICLE XXII. EXCUSABLE DELAY

Except with respect to defaults of subcontractors the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or make progress and if such failure arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be in default, unless (a) the services to be furnished by the subcontractor were obtainable from other sources, (b) the RTA shall have ordered the Contractor in writing to procure such supplies or services from such other sources, and (c) the Contractor shall have failed to comply reasonably with such order. Upon request of the Contractor, the RTA shall ascertain the facts and extent of such failure, if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the RTA under the Article hereof entitled "Termination". (As used in this Article, the terms "subcontractor" and "Subcontractors" mean subcontract(s) at any tier.)

ARTICLE XXIII. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

Section A. If the RTA determines that any price, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any significant sums because the Contractor, or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification

of current cost or pricing data (EPA Form 5700-41), then such price or cost or profit shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.

Section B. Failure to agree on a reduction shall be subject to the "Disputes" Article of this Agreement.

ARTICLE XXIV. LIMITATION OF COST

Section A. It is intended that the total price to the RTA for the performance of this Agreement, exclusive of any agreed upon changes, will not exceed the pricing set forth in the Compensation Article, and the Contractor agrees to use his best efforts to perform the work specified in the Scope of Services and all obligations under this Agreement within such pricing.

Section B. (reserved)

Section C. (reserved)

Section D. (reserved)

Section E. Contractor agrees that any costs reported or claimed by the Contractor to the RTA for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement and 48 C.F.R. Part 31. Contractor also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

ARTICLE XV. CERTIFICATION

The contractor's signature on this Agreement constitutes the contractor's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment III is Appendix B of 49 CFR Part 29.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed by their proper officials.

REGIONAL TRANSIT AUTHORITY OF
SOUTHEAST MICHIGAN

ATTEST:

BY:

Title:

Board Chairman

CONTRACTOR

ATTEST:

BY:

Title:

Title:

Federal ID or Social Security #

Agreement Date

ATTACHMENT I

This Attachment I is attached to and hereby made a part of the Agreement for Services by and between HNTB (hereinafter referred to as the “Contractor”) and the Regional Transit Authority of Southeast Michigan (hereinafter referred to as “RTA”) dated this the ____ day of _____, 2022.

Section 1

The Scope of Services, Schedule, and Budget are included in Appendix 1.

Section 2

The reimbursement process will be as follows:

1. Contractor shall register at Bill.com as a vendor for the Regional Transit Authority of Southeast Michigan.
2. Submission of monthly invoices and progress reports by contractor shall be through the Bill.com website or emailed to rtamichigan@bill.com. Queries regarding Accounts Payable may be sent to Virginia Lickliter at vlickliter@rtamichigan.org.
3. Invoices should document expenses by task indicating hours charged and dollars for labor and other direct costs.
4. The RTA invoices their grantor agencies for expenses on a monthly basis. RTA vendors are paid upon receipt of grantor payments, approximately 30 to 45 days.

May 1, 2023

ATTACHMENT III

[This is a reproduction of Appendix B of 22 CFR Part 513]
**22 CFR Appendix B to Part 513 - Certification Regarding Debarment, Suspension, Ineligibility and
 Voluntary Exclusion - Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing [Executive Order 12549](#). You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9](#), subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or Board with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9](#), subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9](#), subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[[60 FR 33042](#), 33045, June 26, 1995]

ATTACHMENT IV

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signees 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 signee, 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The signee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 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.

Scope of Services – Mobility Wallet Tech Support (Phase 1)

The Contractor (HNTB) shall do, perform, and complete in a satisfactory manner, as determined by the Regional Transit Authority of Southeast Michigan (RTA), the work described below.

Anticipated service start date: April 1, 2023

Anticipated service completion date: September 30, 2024

Task 1 – Project Management and Administration

This scope section identifies the project coordination and administration activities that will be necessary to successfully complete this phase of work.

- Bi-weekly check-in meetings with the RTA Program Manager to review progress on the work plan.
- Managing the project budget and schedule; producing monthly budget check-in reports that identify the status and projected need to complete the deliverables as scoped below (~18 budget check-in documents, reporting will be integrated into standing check-in meetings).
- Developing monthly project invoices and progress reports (~18 over the 18-month period).

Task 1 Deliverables

- Monthly Progress Reports

Task 2 – Stakeholder Engagement

This scope identifies the stakeholder engagement activities that will be undertaken to support the RTA’s development of a mobility wallet request for proposals (RFP) for the Southeast Michigan Universal Basic Mobility (UBM) Pilot Program.

- **Program Development Working Group** - HNTB will attend and provide technical support for up to two (2) Program Development Working Group meetings.
- **Technical Working Group** - HNTB will plan, lead, and provide support materials for up to two (2) Technical Working Group meeting to discuss technical specifications for the project with a stakeholder group as defined by the RTA.
- **Stakeholder Inventory Interviews** – HNTB will perform inventory interviews with up to six (6) mobility providers (DDOT, DTC, M-1 RAIL, MoGo, identified scooter partner, and SMART) to develop a baseline of existing fare collection processes, backend financial management, policy desires for a mobility wallet, and a gap analysis for a mobility wallet. This information will be included in the Concept of Operations deliverable.
- **Financial Task Force Meetings** - HNTB will attend and provide technical support for up to two (2) Financial Task Force meetings.

Task 2 Deliverables

- Draft and Final Mobility Wallet 101 Presentation
- Draft and Final Existing Payment Technology Presentation

Task 3 – Systems Engineering and Requirements

This scope identifies the systems engineering activities that will be undertaken to support the RTA’s development of a mobility wallet RFP for the Southeast Michigan UBM Pilot Program. The System Engineering activities described below will be included in the draft and final concept of operations report deliverables for this section of the scope of work.

- **User Needs** - HNTB will summarize feedback obtained from the Stakeholder Inventory Interviews under Task 2 and include information gathered by the RTA and other project partners to develop mobility provider user needs that will be included in the Concept of Operations Report. Traveler and workforce agency user needs to be developed by a third party under contract with RTA.
- **DOT/Vendor Outreach** - HNTB will provide support to identify up to three (3) transportation agencies and/or mobility wallet vendors to be contacted to obtain information, lessons learned, and best practices regarding recent mobility wallet and/UBM deployments. The three agencies/vendors will be agreed upon with the RTA Program Manager. HNTB will attend a one-hour virtual meeting with each identified agency/vendor. HNTB will support the development of a questionnaire to assist in the discussions.
- **System Requirements** - HNTB will develop system requirements that satisfy the user needs and functional requirements to define what the system will do. HNTB will compile and utilize previously developed requirements obtained from other agency procurements when possible.

System requirements may address the following categories:

- System Administration, Payment Collection, Network, Communications, Operations, User Interfaces, Security, Performance, Reliability, and Data.

In addition to the above categories, system requirements will be organized by mandatory, preferred, and optional. HNTB will conduct one functionality meeting to obtain feedback and prioritize requirements. HNTB will conduct a review meeting to discuss comments and identify resolution. HNTB will address one round of comments to prepare and submit the final system requirements document.

Task 3 Deliverables:

- DOT/Vendor Outreach Questionnaire
- Draft and Final Concept of Operations

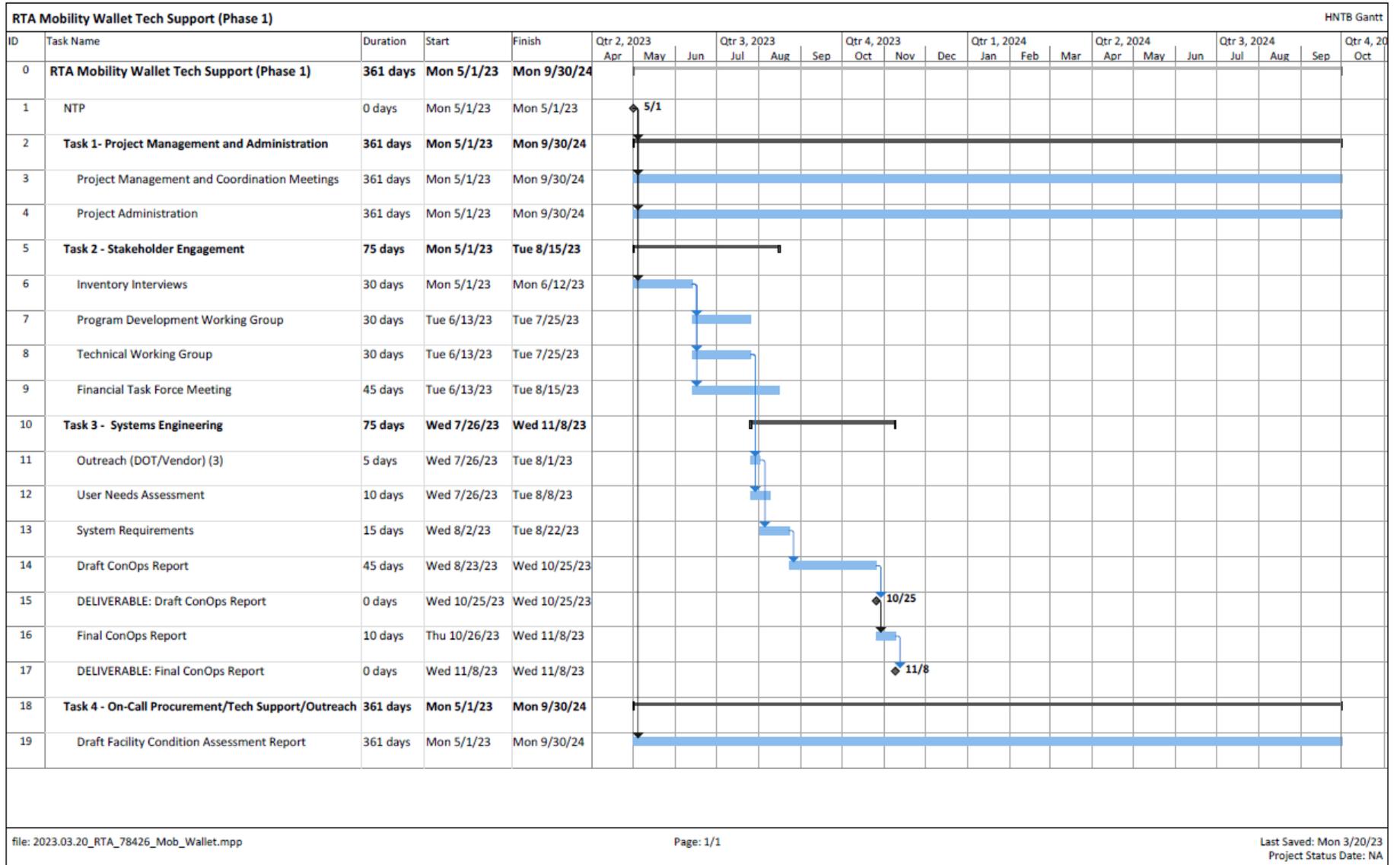
Task 4 – On-Call Procurement/Tech Support/Outreach Activities

The project team stands ready to provide resources in these categories on an as-needed basis, to the extent possible within the allocated budget. Once the budget assigned to a task order is expended, work on this task will stop until a task order is issued for additional activities.

Task 4 Deliverables:

- TBD

Proposed Schedule (To Be Revised After Contracting)



RTA Mobility Wallet Tech Support Phase 1)

Task	Description	TOTAL HOURS	TOTAL LOADED LABOR	GRAND TOTAL
1	Project Management	236	\$34,237	\$37,661
1.1	Project Kickoff Meeting	12	\$1,862	\$2,048
1.1	Project status meetings	80	\$12,701	\$13,972
1.1	Progress Reports	6	\$1,113	\$1,224
1.1	Project Reviews	72	\$12,129	\$13,342
1.2	Invoicing/Administration	66	\$6,432	\$7,075
2	Systems Engineering	586	\$79,397	\$87,337
2.1	User Needs	42	\$5,159	\$5,675
2.2	Outreach (DOT/Vendor) (3)	80	\$10,940	\$12,034
2.3	System Requirements	187	\$25,191	\$27,710
2.4	Draft ConOps	191	\$25,990	\$28,589
2.5	Final ConOps	86	\$12,118	\$13,329
3	Stakeholder Engagement	234	\$34,969	\$38,466
3.1	Program Development Working Group	40	\$6,351	\$6,986
3.2	Technical Working Group	96	\$13,922	\$15,314
3.3	Financial Task Force Meetings	40	\$6,351	\$6,986
3.4	Inventory Interviews (6)	58	\$8,346	\$9,181
4	On-Call Procurement/Tech Support/Outreach	88	\$13,043	\$14,348
4.1	Various On-Call Tasks	88	\$13,043	\$14,348
LABOR TOTAL		1,144	\$161,646	\$177,811
			EXPENSES	\$1,999
			GRAND TOTAL	\$179,810

**REGIONAL TRANSIT AUTHORITY OF SOUTHEAST MICHIGAN
AGREEMENT FOR SERVICES**

THIS AGREEMENT, made and entered into this ___ day of _____, 2023 (“Effective Date”) by and between Menlo Innovations (hereinafter, together with its assignees and successors in interest, called the “Contractor”) and the Regional Transit Authority of Southeast Michigan; a Michigan Regional Transit Authority; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called “RTA”).

WITNESSETH:

WHEREAS, the RTA desires to enter into a cost plus multiplier with the Contractor to render certain professional services hereafter described, in connection with an undertaking which is expected to be partially financed under prime contract 2022-0126 between the RTA and the Michigan Department of Transportation (hereinafter called the “Department”). All terms and conditions of contract 2022-0126 are incorporated into this Agreement.

NOW THEREFORE, the parties hereto, for the consideration hereinafter specified mutually agree as follows:

ARTICLE I. ASSISTANCE TO THE TRANSIT AUTHORITY

Section A. The RTA hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the Unified Work Program of the RTA.

Section B. The Contractor shall perform all the necessary services provided under this Agreement in connection with and respecting the following area or areas, herein called the "Planning Area":

The Planning Area consists of the City of Detroit and the Counties of Oakland, Macomb, Washtenaw, and Wayne.

Section C. The Contractor shall do, perform, and carry out in a satisfactory and proper manner the services as determined by the RTA and as identified in Attachment I of this Agreement.

ARTICLE II. GENERAL

Section A. All studies, procedures and estimates made in connection with these services, are subject to review and approval of the RTA, for completeness and fulfillment of the requirements of this Agreement.

Section B. The interests of the RTA require close cooperation, and the Contractor shall confer as necessary and cooperate with the RTA in order that the work may proceed in a mutually satisfactory manner.

Section C. The Contractor or his designated representative, upon at least forty-eight (48) hours notice, shall, attend meetings, conferences and public hearings, when requested, and will confer and cooperate in the presentation of these services at such convocations.

Section D. The RTA hereby agrees to make available without charge to the Contractor, at the RTA's headquarters, office space needed by the Contractor in addition to his usual place of business for the performance of the services agreed to under this Agreement, and the Contractor hereby agrees not to include any charge for such additional space in his fee.

Section E. The Contractor hereby agrees to abide by applicable regulations and standards of the National Energy Conservation Program by fostering, promoting, and achieving energy conservation. Contractors must utilize to the maximum practicable extent the most energy-efficient equipment, materials, and construction and operating procedures available.

Section F. This Agreement is funded in part by a grant from a single grantor agency or combination of grantor agencies listed in the preamble of this agreement. Neither the United States, the State of Michigan, nor any of the grantor agencies are a party to this agreement.

Section G. This Agreement is a cost plus multiplier contract that will begin in May 2023 and will run for a period of twenty (20) months through December 31, 2024.

ARTICLE III. CHANGES

The RTA may, at any time by written order, make changes in the work and services to be performed, under this Agreement and within the general scope thereof. If such changes cause an increase or decrease in the cost of performing the work and services under this Agreement or in the time required for its performance, an equitable adjustment shall be made and the Agreement shall be modified by written mutual agreement of the parties hereto as evidenced by an amendment hereto and approved by the Grantor Agency (ies) when required. Any claim for adjustment under this article must be made in writing to the RTA within thirty (30) calendar days from the date the change is ordered by RTA or such claim will be waived and abandoned by Contractor. Any claim submitted shall contain sufficient cost documentation and pricing information (including hourly rates and estimated hours) to allow the RTA to confirm that the proposed price adjustment meets the cost principles set forth in 48 C.F.R. Part 31. The submission of a claim proposal does not require the RTA to accept the proposal even if the proposal is within scope and is consistent with the cost principles set forth in 48 C.F.R. Part 31.

To the extent the parties are unable to agree to the amount of the equitable adjustment and/or the time adjustment, the parties shall resolve their dispute pursuant to Article V- Disputes. Nothing provided in this article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

ARTICLE IV. INDEMNIFICATION AGREEMENT

The Contractor hereby expressly agrees and covenants that he will hold and save harmless and indemnify the State of Michigan, the Grantor Agency (ies), the RTA, and their respective officers, agents, servants, and employees from liability of any nature or kind, in connection with the work to be performed hereunder, arising out of any negligent act or omissions of the Contractor or of any employee or agents of the Contractor, or any person, firm or corporation employed by the Contractor, or any of them, or associated with it including any persons, firm or corporation having the status of an independent contractor, or engaged by the Contractor, to perform any work required by or in connection with the work required by this Agreement.

ARTICLE V. DISPUTES

The Board Chairperson of the Regional Transit Authority of Southeast Michigan will, or their designee, in all cases, decide any and all questions which may arise concerning a question of fact in connection with the work not disposed of by agreement, among or between the parties to the Agreement. Contractor shall continue performance of the work and services required by this Agreement while the dispute is evaluated and resolved. Decision issued under this Article by RTA shall constitute final decisions by the RTA.

ARTICLE VI. RESPONSIBILITY OF THE CONTRACTOR

Section A. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his services.

Section B. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable Grantor Agency (ies) requirements.

Section C. Approval by the RTA of reports, work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of the work. Neither the RTA's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and the Contractor shall be and remain liable in accordance with applicable law for all damages to the RTA caused by the Contractor's negligent performance of any of the services furnished under this Amendment.

Section D. The Contractor shall direct any media inquiries regarding the services covered by this contract to the RTA.

Section E. Law in addition to any other rights and remedies provides the rights and remedies of the RTA provided for under this Agreement.

ARTICLE VII. PERSONNEL

Section A. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement.

Section B. All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and Local law to perform

such services.

Section C. The Contractor shall not, without written permission from the RTA, engage the services of any person or persons in the employ of the RTA for any work required by the terms of this Agreement.

ARTICLE VIII. NONDISCRIMINATION IN EMPLOYMENT

Section A. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of 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.

Section B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, and national origin or solely by reason of a physical or mental impairment or by reason of status as a disabled veteran or a veteran of the Vietnam era. This policy of nondiscrimination shall include, but shall not be limited to: employment, upgrading, demotion, transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation and the selection of employees for training, including apprenticeship, and participation in recreational and educational activities. The Contractor shall adhere to the concepts of affirmative action promulgated by President Executive Order 11246, as amended, and all other applicable federal and state standards established for affirmative action. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices, provided by federal or state civil rights commissions, setting forth the provisions of the above statement of nondiscrimination. The Contractor shall cause the above statements of nondiscrimination and affirmative action to be inserted in all subcontracts for any work covered by this contract to insure that such provisions will be binding upon each subcontractor. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall clearly indicate that the Contractor adheres to the concepts of equal opportunity and affirmative action as required by federal and state laws and regulations.

Section C. The Contractor shall maintain such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees, as the RTA or the RTA's grantor agencies may require. The Contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the Contractor himself and said Contractor shall permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purpose of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.

ARTICLE IX. SUBCONTRACT APPROVAL (Reserved)

ARTICLE X. PAYMENT

Section A. For the services performed and expenses incurred by the Contractor under this Agreement, it is agreed that the total contract price shall not exceed the amount specified in Attachment II of this Agreement, without the written approval of the RTA and the Grantor Agency (ies) when required.

Section B. Checks in payment for services rendered hereunder shall be drawn to the order of the Contractor and mailed to the Contractor at his address as set forth in this Agreement. The Contractor hereby expressly agrees that the acceptance of the check so drawn shall constitute full payment by the RTA to the Contractor, for the services for which such payments are made.

Section C. The making of payments including partial payments by the RTA to the Contractor in the manner aforesaid, shall vest in the RTA's title to, and the right to take possession of, all reports, estimates, computations, memoranda, and other papers, documents and material produced by the Contractor up to the time of such payments, and the RTA shall have the right to use the same for public purpose or make any desirable alterations thereto, without other or further compensation to the Contractor or to any other person.

Section D. The Contractor shall maintain accounting records and other evidence pertaining to the costs incurred, and make the records available at its office at all reasonable times during the Agreement period and for three (3) years from the date of submission of the final expenditure report pertaining to this Agreement by the RTA to the Federal Grantor Agency (ies). The RTA and any authorized representative of the Federal Government will make such accounting records and other evidence pertaining to the costs incurred, available for inspection, and copies thereof

shall be furnished if requested.

ARTICLE XI. AUDITS AND INSPECTION

The Contractor shall permit the authorized representatives of the RTA, its grantor agency (ies) and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance and its subcontracts, if any, under this Agreement from date of Agreement through and until the expiration of three years after completion of agreement with which Federal funds are used.

ARTICLE XII. PUBLICATION, REPRODUCTION AND USE OF MATERIALS

Section A. The publication of any data or information made in connection with this Agreement shall be in accordance with publication requirements of the RTA.

Section B. No material produced in whole or in part under this Agreement, shall be subject to copyright in the United States, or in any other country by the Contractor. The RTA shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

Section C. All reports, estimates, memoranda and other papers and documents submitted by the Contractor shall be dated and bear the Contractor's name.

All reports, maps and other documents completed as part of this Agreement, other than documents exclusively for internal use with the RTA, shall carry the following notation on the front cover or a title page (or in the case of maps, in the same block), containing the name of the RTA:

"The preparation of this (report, map, document, etc.) was financed in part through: cooperation with the Department of Transportation, Urban Mass Transportation Administration; the Federal Transit Administration, and the participation of the Michigan State Transportation Commission; or a planning grant from the environmental Protection Agency. This document was prepared (month/year) for the Regional Transit Authority of Southeast Michigan."

Section D. The RTA shall make available to the Contractor all of the RTA's data, reports, analyses, drawings, maps, tables and other pertinent background information related to the Study under this Agreement.

Section E. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement, which the RTA requests to be kept as confidential, shall not be made available to any individual or organization by the Contractor, without prior written approval of the RTA.

ARTICLE XIII. TIME FOR COMPLETION

The Contractor shall commence the work required by this Agreement, on the date specified in a written Notice to Proceed, and will complete the work specified in Attachment I within the time period provided in Attachment I. Any time extensions beyond the original performance period shall be in writing and mutually agreed upon by the parties. Such extension shall be evidenced by a fully executed modification to this Agreement. To be effective, any contract extension must be approved by the RTA and the Grantor Agency (ies), when required.

The RTA evaluated all proposals including the pricing for contract extensions for award purposes only. Evaluation of contract extensions does not obligate the RTA to exercise these extensions. The exercise of any contract term extension is done at the sole discretion of RTA.

ARTICLE XIV. TERMINATION

Section A. This Agreement may be terminated in whole, or in part, in writing by the RTA in the event of material failure of the Contractor to fulfill its obligation under this Agreement: Provided, that the RTA shall give the Contractor at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.

Section B. This Agreement may be terminated in whole, or in part, in writing by the RTA for its convenience: Provided, that no such termination may be effected unless the Contractor is at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

Section C. If a termination for default is issued by the RTA an equitable adjustment in the price provided for in this Agreement may be made, but (a) no amount shall be allowed for anticipated profit on unperformed services or other work, and (b) any payment due to the Contractor at time of termination be adjusted to the extent of any additional costs incurred by the RTA by reason of the Contractor's default. If a termination for convenience is issued by the RTA, the Contractor may be entitled to an equitable adjustment for the following: (1) costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto; (2) the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract, (3) a sum for reasonable profit for only those services or other work performed and accepted by the RTA.

Section D. Upon receipt of termination action pursuant to Section A and B, above, the Contractor shall (a) promptly discontinue all services affected (*unless the notice directs otherwise); and (b) terminate all subcontracts to the extent that they relate to the performance of work terminated by the RTA, and (c) deliver or otherwise make available to the RTA, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

Section E. Upon termination pursuant to Section A, above, the RTA may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Contractor is held liable for any excess costs for such similar work or service.

Section F. If after the issuance of a termination for default it is determined that the default was not proper, the termination shall be deemed to have been issued as a termination for convenience of the RTA. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section C of this Article.

Section G. The rights and remedies of the RTA and the Contractor provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE XV. ASSIGNABILITY, DEATH OR DISABILITY

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the RTA. Provided, however, that claims for money due, or to become due to the Contractor from the RTA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the RTA.

Where the services of a partnership are engaged as Contractors, each partner shall take full responsibility for, and actively participate in all work provided for them herein from date of execution of this Agreement, until the services have been completed and accepted by the RTA; provided, however, that the death, incapacitation or retirement of one or more of the partners shall not, of itself, be deemed to incapacitate the other remaining partners, providing the remaining partners are, in the judgment of the RTA, able and competent to carry out the terms of this Agreement, in which latter event no reduction shall be made in the compensation on account of such death, incapacitation or retirement.

ARTICLE XVI. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

ARTICLE XVII. INTEREST OF MEMBERS OF TRANSIT AUTHORITY AND OTHERS

No officer or employee of the RTA and no members of its governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement, which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress of the United States of America, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise, here from.

ARTICLE XIX. CONTINGENT FEES

The Contractor warrants he has not employed or retained any company or person, other than bona fide employees working solely for the Contractor to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the RTA shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the fees due the Contractor, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XX. GRATUITIES

Section A. The RTA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing, by the RTA that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official or employee of the RTA with a view toward securing a contact of securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this Agreement: Provided, that the existence of the facts upon which the RTA makes such findings shall be in issue and may be reviewed in proceedings pursuant to the "Disputes" Article of this Agreement.

Section B. In the event this Agreement is terminated as provided in Section A., hereof, the RTA shall be entitled (a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor, and (b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the RTA) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

Section C. The rights and remedies of the RTA provided in this Article shall not be exclusive and are in addition to any rights and remedies provided by law or under this Agreement.

ARTICLE XXI. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of an equitable price adjustment pursuant to the "Changes" Article or any other provision of this Agreement, such costs shall be in accordance with the cost principles of 48 C.F.R. Part 31.

ARTICLE XXII. EXCUSABLE DELAY

Except with respect to defaults of subcontractors the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or make progress and if such failure arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be in default, unless (a) the services to be furnished by the subcontractor were obtainable from other sources, (b) the RTA shall have ordered the Contractor in writing to procure such supplies or services from such other sources, and (c) the Contractor shall have failed to comply reasonably with such order. Upon request of the Contractor, the RTA shall ascertain the facts and extent of such failure, if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the RTA under the Article hereof entitled "Termination". (As used in this Article, the terms "subcontractor" and "Subcontractors" mean subcontract(s) at any tier.)

ARTICLE XXIII. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

Section A. If the RTA determines that any price, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any significant sums because the Contractor, or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification

of current cost or pricing data (EPA Form 5700-41), then such price or cost or profit shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.

Section B. Failure to agree on a reduction shall be subject to the "Disputes" Article of this Agreement.

ARTICLE XXIV. LIMITATION OF COST

Section A. It is intended that the total price to the RTA for the performance of this Agreement, exclusive of any agreed upon changes, will not exceed the pricing set forth in the Compensation Article, and the Contractor agrees to use his best efforts to perform the work specified in the Scope of Services and all obligations under this Agreement within such pricing.

Section B. (reserved)

Section C. (reserved)

Section D. (reserved)

Section E. Contractor agrees that any costs reported or claimed by the Contractor to the RTA for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement and 48 C.F.R. Part 31. Contractor also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

ARTICLE XV. CERTIFICATION

The contractor's signature on this Agreement constitutes the contractor's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment III is Appendix B of 49 CFR Part 29.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed by their proper officials.

REGIONAL TRANSIT AUTHORITY OF
SOUTHEAST MICHIGAN

ATTEST:

BY:

Title:

Board Chairman

CONTRACTOR

ATTEST:

BY:

Title:

Title:

Federal ID or Social Security #

Agreement Date

ATTACHMENT I

This Attachment I is attached to and hereby made a part of the Agreement for Services by and between Menlo Innovations (hereinafter referred to as the “Contractor”) and the Regional Transit Authority of Southeast Michigan (hereinafter referred to as “RTA”) dated this the ____ day of _____, 2022.

Section 1

The Scope of Services, Schedule, and Budget are included in Appendix 1.

Section 2

The reimbursement process will be as follows:

1. Contractor shall register at Bill.com as a vendor for the Regional Transit Authority of Southeast Michigan.
2. Submission of monthly invoices and progress reports by contractor shall be through the Bill.com website or emailed to rtamichigan@bill.com. Queries regarding Accounts Payable may be sent to Virginia Lickliter at vlickliter@rtamichigan.org.
3. Invoices should document expenses by task indicating hours charged and dollars for labor and other direct costs.
4. The RTA invoices their grantor agencies for expenses on a monthly basis. RTA vendors are paid upon receipt of grantor payments, approximately 30 to 45 days.

May 1, 2023

ATTACHMENT III

[This is a reproduction of Appendix B of 22 CFR Part 513]
**22 CFR Appendix B to Part 513 - Certification Regarding Debarment, Suspension, Ineligibility and
 Voluntary Exclusion - Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing [Executive Order 12549](#). You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9](#), subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or Board with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9](#), subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9](#), subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[[60 FR 33042](#), 33045, June 26, 1995]

ATTACHMENT IV

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signees 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 signee, 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The signee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 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.

High-Tech Anthropology® plan for designing a mobility wallet solution and selecting and supporting a vendor partner during implementation						
Description of project tasks				Estimated duration (in hours)	Number of resources	Billable hours total
Phase 1 - Program Definition (April to November)	Estimated time line 4 - 5 weeks (Contingent upon timely availability of observation participants)	Project Kickoff meeting with project team and collaborating partners to capture business goals for project success and define a draft observation plan. (Meeting will last about 2 hours) (Remaining 1 hour for debriefing) (1 pair of HTAs and 1 PM to attend the kick off meeting)	3	3	9	
		Observations and Interviews: Study end-users in their native environment to understand how they currently pay for trips including paratransit, cross-agency and multi-mode trips				
		Identify and reach out to potential observation candidates to schedule observations.	8	2	16	
		Conduct observations/interviews with stakeholders from 4 providers , to capture current workflow, painpoints, and payment tools. (1 stakeholder from a variety of provider types: public transit, community, nonprofit, private, etc.) (Includes observation and debrief time)	12	2	24	
		Conduct observations/interviews with 9 riders to capture current workflow, painpoints, and payment tools. (1 hour for each observation/interview, 2 hours to debrief)	27	2	54	
		Conduct observations/interviews with 3 drivers , to capture current workflow, painpoints, and payment tools. (1 public bus driver, 1 van driver, 1 cab driver) (1 hour for each observation/interview, 2 hours to debrief)	9	2	18	
		Conduct observations/interviews with 1 rider using DivDat and 1 rider using DivDat or a similar technology or platform. (1 hour for each observation/interview, 2 hours to debrief)	6	2	12	
		Debrief & Synthesize data collected from the observations and interviews	32	2	64	
		Prepare presentation of findings from the observations/interviews	8	2	16	
		Bi-weekly meetings with the project team to collaborate and present findings to date. (Project check-ins with HNTB to include Process introduction, Process check-in, and Final Joint meetings) (1 hour for each meeting, 1 pair of HTAs and 1 PM to participate)	6	3	18	
Estimated time line 2 - 3 weeks	Problem statement and personas: Build project focus and consensus to guide the user experience and technical implementation					
	Create personas to represent the attributes and goals of end users discovered during the observations and interviews	8	2	16		
	Create the problem/opportunity statement	4	2	8		
	Persona mapping exercise and review problem/opportunity statement draft with project stakeholders	4	2	8		
	Finalize the persona map and problem/opportunity statement	4	2	8		
	Workflows & Systems Diagram: Document the end-to-end user experience with trip payment (including paratransit, cross agency and multi-modal) as well as the relationship between the different systems involved					
	Create current and future state workflows mapping	24	2	48		
Estimated time line 2 - 3 weeks (Contingent upon timely availability of observation participants)	Iterative Design & Design Assessment: Mockup multiple contrasting design solutions, and assess with hosts and participants					
	Create a contrasting design framework	4	2	72		
	Create 2 contrasting designs	32	2			
	Create design assessment kits	16	2	32		
	Present Round 1 designs to project stakeholders	2	2	4		
	Design screen reader experience	16	2	32		
	Round 1: Conduct design assessments with 5 representative end users (1 hour for each assessment, 2 hour debrief)	15	2	30		
	Round 1: Synthesize design assessment findings	16	2	32		
Estimated time line 1 - 2 weeks	Refine down to 1 design based on user feedback	24	2	48		
	Update design assessment kits	16	2	32		
	Present Round 2 designs to project stakeholders	2	2	4		
	Round 2: Conduct design assessments with 5 representative end users (1 hour for each assessment, 2 hour debrief)	15	2	30		
Estimated time line 1 - 2 weeks	Round 2: Synthesize design assessment findings	16	2	32		
	Finalize designs	24	2	48		
	Create a design hand-off deliverable for the development team (annotated clickable prototype or screen play)	32	2	64		
Estimated time line 1 - 2 weeks	Write policy sections of the Concept of Operations that are informed by the Discovery process and program needs, following the form of sample documents provided by HNTB	64	2	128		
	Review and edit the Request for Proposal prior to submission.	24	2	48		
Estimated time line 1 weeks	Evaluating Potential Development Paths: Based on the identified user needs, evaluate the different development paths identified by the project stakeholders.					
	Evaluate the client suggested off-the-shelf and/or custom development paths based on the user needs specified in the design (attend vendor match sessions)	24	2	48		
Present the evaluation results to the project stakeholders (put together feedback/ranking around vendors)						
2					2	4
Phase 1 - PROJECT SUPPORT						
Discovery, Design, RFP, and Vendor Selection (Prior to Development) 11 - 17 Weeks	Recurring Project Tasks (Standup, project communication)				134	
	Project Management Support				120	
	15% Contingency				199	
	Billable Hours:				1524	
	Compensation for observation and design assessment participants				\$500	
	Phase 1 Budget:				\$290,092	

Description of project tasks		Estimated duration (in hours)	Number of resources	Billable hours total	
Phase 2 - Pilot Implementation	Estimated time line 12 weeks (Assumes 12 weeks of development updates)	Development Support: Provide consulting support and advocate for the end user goals during development			
		Consulting support during development	96	2	192
		Quality advocates test development updates	96	2	192
	Estimated time line 2 - 3 weeks (Contingent upon timely availability of observation participants)	Pilot Beta Tests: Testing the first functional release of the application with end-users			
		Create a scenario for the user pilot tests	4	2	8
		Conduct pilot beta assessments with 16 end users The specific users will be chosen based on the direction of the final implemented solution. (1 hour for each observation/interview, 2 hours to debrief)	48	2	96
		Synthesize findings across pilot beta assessments	16	2	32
		Prepare to present pilot beta findings to the project stakeholders	8	2	16
		Present the evaluation results to the project stakeholders	2	2	4
		Prepare final report deliverable	32	2	64
Phase 2 - PROJECT SUPPORT					
Development Support and Pilot Beta Tests 14 - 15 Weeks	Recurring Project Tasks (Standup, project communication)			76	
	Project Management Support			68	
	15% Contingency			112	
	Billable Hours:			860	
	Phase 2 Budget:			\$163,318	
Total Project Budget:			\$453,410		

**REGIONAL TRANSIT AUTHORITY OF SOUTHEAST MICHIGAN
AGREEMENT FOR SERVICES**

THIS AGREEMENT, made and entered into this ___ day of _____ 2023 (“Effective Date”) by and between HNTB (hereinafter, together with its assignees and successors in interest, called the "Contractor") and the Regional Transit Authority of Southeast Michigan; a Michigan Regional Transit Authority; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called “RTA”).

WITNESSETH:

WHEREAS, the RTA desires to enter into a cost plus multiplier contract with the Contractor to render certain professional services hereafter described, in connection with an undertaking which is expected to be partially financed under prime contract 2022-0126 between the RTA and the Michigan Department of Transportation (hereinafter called the “Department”). All terms and conditions of contract 2022-0126 are incorporated into this Agreement.

NOW THEREFORE, the parties hereto, for the consideration hereinafter specified mutually agree as follows:

ARTICLE I. ASSISTANCE TO THE TRANSIT AUTHORITY

Section A. The RTA hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the Unified Work Program of the RTA.

Section B. The Contractor shall perform all the necessary services provided under this Agreement in connection with and respecting the following area or areas, herein called the "Planning Area":

The Planning Area consists of the City of Detroit and the Counties of Oakland, Macomb, Washtenaw, and Wayne.

Section C. The Contractor shall do, perform, and carry out in a satisfactory and proper manner the services as determined by the RTA and as identified in Attachment I of this Agreement.

ARTICLE II. GENERAL

Section A. All studies, procedures and estimates made in connection with these services, are subject to review and approval of the RTA, for completeness and fulfillment of the requirements of this Agreement.

Section B. The interests of the RTA require close cooperation, and the Contractor shall confer as necessary and cooperate with the RTA in order that the work may proceed in a mutually satisfactory manner.

Section C. The Contractor or his designated representative, upon at least forty-eight (48) hours notice, shall, attend meetings, conferences and public hearings, when requested, and will confer and cooperate in the presentation of these services at such convocations.

Section D. The RTA hereby agrees to make available without charge to the Contractor, at the RTA's headquarters, office space needed by the Contractor in addition to his usual place of business for the performance of the services agreed to under this Agreement, and the Contractor hereby agrees not to include any charge for such additional space in his fee.

Section E. The Contractor hereby agrees to abide by applicable regulations and standards of the National Energy Conservation Program by fostering, promoting, and achieving energy conservation. Contractors must utilize to the maximum practicable extent the most energy-efficient equipment, materials, and construction and operating procedures available.

Section F. This Agreement is funded in part by a grant from a single grantor agency or combination of grantor agencies listed in the preamble of this agreement. Neither the United States, the State of Michigan, nor any of the grantor agencies are a party to this agreement.

Section G. This Agreement is a cost plus multiplier contract that will begin in May 2023 and will run for a period of twelve (12) months through May 31, 2024.

ARTICLE III. CHANGES

The RTA may, at any time by written order, make changes in the work and services to be performed, under this Agreement and within the general scope thereof. If such changes cause an increase or decrease in the cost of performing the work and services under this Agreement or in the time required for its performance, an equitable adjustment shall be made and the Agreement shall be modified by written mutual agreement of the parties hereto as evidenced by an amendment hereto and approved by the Grantor Agency (ies) when required. Any claim for adjustment under this article must be made in writing to the RTA within thirty (30) calendar days from the date the change is ordered by RTA or such claim will be waived and abandoned by Contractor. Any claim submitted shall contain sufficient cost documentation and pricing information (including hourly rates and estimated hours) to allow the RTA to confirm that the proposed price adjustment meets the cost principles set forth in 48 C.F.R. Part 31. The submission of a claim proposal does not require the RTA to accept the proposal even if the proposal is within scope and is consistent with the cost principles set forth in 48 C.F.R. Part 31.

To the extent the parties are unable to agree to the amount of the equitable adjustment and/or the time adjustment, the parties shall resolve their dispute pursuant to Article V- Disputes. Nothing provided in this article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

ARTICLE IV. INDEMNIFICATION AGREEMENT

The Contractor hereby expressly agrees and covenants that he will hold and save harmless and indemnify the State of Michigan, the Grantor Agency (ies), the RTA, and their respective officers, agents, servants, and employees from liability of any nature or kind, in connection with the work to be performed hereunder, arising out of any negligent act or omissions of the Contractor or of any employee or agents of the Contractor, or any person, firm or corporation employed by the Contractor, or any of them, or associated with it including any persons, firm or corporation having the status of an independent contractor, or engaged by the Contractor, to perform any work required by or in connection with the work required by this Agreement.

ARTICLE V. DISPUTES

The Board Chairperson of the Regional Transit Authority of Southeast Michigan will, or their designee, in all cases, decide any and all questions which may arise concerning a question of fact in connection with the work not disposed of by agreement, among or between the parties to the Agreement. Contractor shall continue performance of the work and services required by this Agreement while the dispute is evaluated and resolved. Decision issued under this Article by RTA shall constitute final decisions by the RTA.

ARTICLE VI. RESPONSIBILITY OF THE CONTRACTOR

Section A. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his services.

Section B. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable Grantor Agency (ies) requirements.

Section C. Approval by the RTA of reports, work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of the work. Neither the RTA's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and the Contractor shall be and remain liable in accordance with applicable law for all damages to the RTA caused by the Contractor's negligent performance of any of the services furnished under this Amendment.

Section D. The Contractor shall direct any media inquiries regarding the services covered by this contract to the RTA.

Section E. Law in addition to any other rights and remedies provides the rights and remedies of the RTA provided for under this Agreement.

ARTICLE VII. PERSONNEL

Section A. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement.

Section B. All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and Local law to perform

such services.

Section C. The Contractor shall not, without written permission from the RTA, engage the services of any person or persons in the employ of the RTA for any work required by the terms of this Agreement.

ARTICLE VIII. NONDISCRIMINATION IN EMPLOYMENT

Section A. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of 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.

Section B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, and national origin or solely by reason of a physical or mental impairment or by reason of status as a disabled veteran or a veteran of the Vietnam era. This policy of nondiscrimination shall include, but shall not be limited to: employment, upgrading, demotion, transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation and the selection of employees for training, including apprenticeship, and participation in recreational and educational activities. The Contractor shall adhere to the concepts of affirmative action promulgated by President Executive Order 11246, as amended, and all other applicable federal and state standards established for affirmative action. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices, provided by federal or state civil rights commissions, setting forth the provisions of the above statement of nondiscrimination. The Contractor shall cause the above statements of nondiscrimination and affirmative action to be inserted in all subcontracts for any work covered by this contract to insure that such provisions will be binding upon each subcontractor. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall clearly indicate that the Contractor adheres to the concepts of equal opportunity and affirmative action as required by federal and state laws and regulations.

Section C. The Contractor shall maintain such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees, as the RTA or the RTA's grantor agencies may require. The Contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the Contractor himself and said Contractor shall permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purpose of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.

ARTICLE IX. SUBCONTRACT APPROVAL (Reserved)

ARTICLE X. PAYMENT

Section A. For the services performed and expenses incurred by the Contractor under this Agreement, it is agreed that the total contract price shall not exceed the amount specified in Attachment II of this Agreement, without the written approval of the RTA and the Grantor Agency (ies) when required.

Section B. Checks in payment for services rendered hereunder shall be drawn to the order of the Contractor and mailed to the Contractor at his address as set forth in this Agreement. The Contractor hereby expressly agrees that the acceptance of the check so drawn shall constitute full payment by the RTA to the Contractor, for the services for which such payments are made.

Section C. The making of payments including partial payments by the RTA to the Contractor in the manner aforesaid, shall vest in the RTA's title to, and the right to take possession of, all reports, estimates, computations, memoranda, and other papers, documents and material produced by the Contractor up to the time of such payments, and the RTA shall have the right to use the same for public purpose or make any desirable alterations thereto, without other or further compensation to the Contractor or to any other person.

Section D. The Contractor shall maintain accounting records and other evidence pertaining to the costs incurred, and make the records available at its office at all reasonable times during the Agreement period and for three (3) years from the date of submission of the final expenditure report pertaining to this Agreement by the RTA to the Federal Grantor Agency (ies). The RTA and any authorized representative of the Federal Government will make such accounting records and other evidence pertaining to the costs incurred, available for inspection, and copies thereof

shall be furnished if requested.

ARTICLE XI. AUDITS AND INSPECTION

The Contractor shall permit the authorized representatives of the RTA, its grantor agency (ies) and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance and its subcontracts, if any, under this Agreement from date of Agreement through and until the expiration of three years after completion of agreement with which Federal funds are used.

ARTICLE XII. PUBLICATION, REPRODUCTION AND USE OF MATERIALS

Section A. The publication of any data or information made in connection with this Agreement shall be in accordance with publication requirements of the RTA.

Section B. No material produced in whole or in part under this Agreement, shall be subject to copyright in the United States, or in any other country by the Contractor. The RTA shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

Section C. All reports, estimates, memoranda and other papers and documents submitted by the Contractor shall be dated and bear the Contractor's name.

All reports, maps and other documents completed as part of this Agreement, other than documents exclusively for internal use with the RTA, shall carry the following notation on the front cover or a title page (or in the case of maps, in the same block), containing the name of the RTA:

"The preparation of this (report, map, document, etc.) was financed in part through: cooperation with the Department of Transportation, Urban Mass Transportation Administration; the Federal Transit Administration, and the participation of the Michigan State Transportation Commission; or a planning grant from the environmental Protection Agency. This document was prepared (month/year) for the Regional Transit Authority of Southeast Michigan."

Section D. The RTA shall make available to the Contractor all of the RTA's data, reports, analyses, drawings, maps, tables and other pertinent background information related to the Study under this Agreement.

Section E. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement, which the RTA requests to be kept as confidential, shall not be made available to any individual or organization by the Contractor, without prior written approval of the RTA.

ARTICLE XIII. TIME FOR COMPLETION

The Contractor shall commence the work required by this Agreement, on the date specified in a written Notice to Proceed, and will complete the work specified in Attachment I within the time period provided in Attachment I. Any time extensions beyond the original performance period shall be in writing and mutually agreed upon by the parties. Such extension shall be evidenced by a fully executed modification to this Agreement. To be effective, any contract extension must be approved by the RTA and the Grantor Agency (ies), when required.

The RTA evaluated all proposals including the pricing for contract extensions for award purposes only. Evaluation of contract extensions does not obligate the RTA to exercise these extensions. The exercise of any contract term extension is done at the sole discretion of RTA.

ARTICLE XIV. TERMINATION

Section A. This Agreement may be terminated in whole, or in part, in writing by the RTA in the event of material failure of the Contractor to fulfill its obligation under this Agreement: Provided, that the RTA shall give the Contractor at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.

Section B. This Agreement may be terminated in whole, or in part, in writing by the RTA for its convenience: Provided, that no such termination may be effected unless the Contractor is at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

Section C. If a termination for default is issued by the RTA an equitable adjustment in the price provided for in this Agreement may be made, but (a) no amount shall be allowed for anticipated profit on unperformed services or other work, and (b) any payment due to the Contractor at time of termination be adjusted to the extent of any additional costs incurred by the RTA by reason of the Contractor's default. If a termination for convenience is issued by the RTA, the Contractor may be entitled to an equitable adjustment for the following: (1) costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto; (2) the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract, (3) a sum for reasonable profit for only those services or other work performed and accepted by the RTA.

Section D. Upon receipt of termination action pursuant to Section A and B, above, the Contractor shall (a) promptly discontinue all services affected (*unless the notice directs otherwise); and (b) terminate all subcontracts to the extent that they relate to the performance of work terminated by the RTA, and (c) deliver or otherwise make available to the RTA, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

Section E. Upon termination pursuant to Section A, above, the RTA may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Contractor is held liable for any excess costs for such similar work or service.

Section F. If after the issuance of a termination for default it is determined that the default was not proper, the termination shall be deemed to have been issued as a termination for convenience of the RTA. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section C of this Article.

Section G. The rights and remedies of the RTA and the Contractor provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE XV. ASSIGNABILITY, DEATH OR DISABILITY

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the RTA. Provided, however, that claims for money due, or to become due to the Contractor from the RTA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the RTA.

Where the services of a partnership are engaged as Contractors, each partner shall take full responsibility for, and actively participate in all work provided for them herein from date of execution of this Agreement, until the services have been completed and accepted by the RTA; provided, however, that the death, incapacitation or retirement of one or more of the partners shall not, of itself, be deemed to incapacitate the other remaining partners, providing the remaining partners are, in the judgment of the RTA, able and competent to carry out the terms of this Agreement, in which latter event no reduction shall be made in the compensation on account of such death, incapacitation or retirement.

ARTICLE XVI. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

ARTICLE XVII. INTEREST OF MEMBERS OF TRANSIT AUTHORITY AND OTHERS

No officer or employee of the RTA and no members of its governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement, which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress of the United States of America, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise, here from.

ARTICLE XIX. CONTINGENT FEES

The Contractor warrants he has not employed or retained any company or person, other than bona fide employees working solely for the Contractor to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the RTA shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the fees due the Contractor, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XX. GRATUITIES

Section A. The RTA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing, by the RTA that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official or employee of the RTA with a view toward securing a contact of securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this Agreement: Provided, that the existence of the facts upon which the RTA makes such findings shall be in issue and may be reviewed in proceedings pursuant to the "Disputes" Article of this Agreement.

Section B. In the event this Agreement is terminated as provided in Section A., hereof, the RTA shall be entitled (a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor, and (b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the RTA) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

Section C. The rights and remedies of the RTA provided in this Article shall not be exclusive and are in addition to any rights and remedies provided by law or under this Agreement.

ARTICLE XXI. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of an equitable price adjustment pursuant to the "Changes" Article or any other provision of this Agreement, such costs shall be in accordance with the cost principles of 48 C.F.R. Part 31.

ARTICLE XXII. EXCUSABLE DELAY

Except with respect to defaults of subcontractors the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or make progress and if such failure arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be in default, unless (a) the services to be furnished by the subcontractor were obtainable from other sources, (b) the RTA shall have ordered the Contractor in writing to procure such supplies or services from such other sources, and (c) the Contractor shall have failed to comply reasonably with such order. Upon request of the Contractor, the RTA shall ascertain the facts and extent of such failure, if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the RTA under the Article hereof entitled "Termination". (As used in this Article, the terms "subcontractor" and "Subcontractors" mean subcontract(s) at any tier.)

ARTICLE XXIII. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

Section A. If the RTA determines that any price, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any significant sums because the Contractor, or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification

of current cost or pricing data (EPA Form 5700-41), then such price or cost or profit shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.

Section B. Failure to agree on a reduction shall be subject to the "Disputes" Article of this Agreement.

ARTICLE XXIV. LIMITATION OF COST

Section A. It is intended that the total price to the RTA for the performance of this Agreement, exclusive of any agreed upon changes, will not exceed the pricing set forth in the Compensation Article, and the Contractor agrees to use his best efforts to perform the work specified in the Scope of Services and all obligations under this Agreement within such pricing.

Section B. (reserved)

Section C. (reserved)

Section D. (reserved)

Section E. Contractor agrees that any costs reported or claimed by the Contractor to the RTA for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement and 48 C.F.R. Part 31. Contractor also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

ARTICLE XV. CERTIFICATION

The contractor's signature on this Agreement constitutes the contractor's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment III is Appendix B of 49 CFR Part 29.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed by their proper officials.

REGIONAL TRANSIT AUTHORITY OF
SOUTHEAST MICHIGAN

ATTEST:

BY:

Title:

Board Chairman

CONTRACTOR

ATTEST:

BY:

Title:

Title:

Federal ID or Social Security #

Agreement Date

ATTACHMENT I

This Attachment I is attached to and hereby made a part of the Agreement for Services by and between HNTB (hereinafter referred to as the “Contractor”) and the Regional Transit Authority of Southeast Michigan (hereinafter referred to as “RTA”) dated this the ____ day of _____, 2022.

Section 1

The Scope of Services, Schedule, and Budget are included in Appendix 1.

Section 2

The reimbursement process will be as follows:

1. Contractor shall register at Bill.com as a vendor for the Regional Transit Authority of Southeast Michigan.
2. Submission of monthly invoices and progress reports by contractor shall be through the Bill.com website or emailed to rtamichigan@bill.com. Queries regarding Accounts Payable may be sent to Virginia Lickliter at vlickliter@rtamichigan.org.
3. Invoices should document expenses by task indicating hours charged and dollars for labor and other direct costs.
4. The RTA invoices their grantor agencies for expenses on a monthly basis. RTA vendors are paid upon receipt of grantor payments, approximately 30 to 45 days.

May 1, 2023

ATTACHMENT III

[This is a reproduction of Appendix B of 22 CFR Part 513]
**22 CFR Appendix B to Part 513 - Certification Regarding Debarment, Suspension, Ineligibility and
 Voluntary Exclusion - Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing [Executive Order 12549](#). You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9](#), subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or Board with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9](#), subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9](#), subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[[60 FR 33042](#), 33045, June 26, 1995]

ATTACHMENT IV

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signees 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 signee, 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The signee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 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.

Scope of Services – Mobility Wallet Tech Support (Phase 1)

The Contractor (HNTB) shall do, perform, and complete in a satisfactory manner, as determined by the Regional Transit Authority of Southeast Michigan (RTA), the work described below.

Anticipated service start date: April 1, 2023

Anticipated service completion date: September 30, 2024

Task 1 – Project Management and Administration

This scope section identifies the project coordination and administration activities that will be necessary to successfully complete this phase of work.

- Bi-weekly check-in meetings with the RTA Program Manager to review progress on the work plan.
- Managing the project budget and schedule; producing monthly budget check-in reports that identify the status and projected need to complete the deliverables as scoped below (~18 budget check-in documents, reporting will be integrated into standing check-in meetings).
- Developing monthly project invoices and progress reports (~18 over the 18-month period).

Task 1 Deliverables

- Monthly Progress Reports

Task 2 – Stakeholder Engagement

This scope identifies the stakeholder engagement activities that will be undertaken to support the RTA’s development of a mobility wallet request for proposals (RFP) for the Southeast Michigan Universal Basic Mobility (UBM) Pilot Program.

- **Program Development Working Group** - HNTB will attend and provide technical support for up to two (2) Program Development Working Group meetings.
- **Technical Working Group** - HNTB will plan, lead, and provide support materials for up to two (2) Technical Working Group meeting to discuss technical specifications for the project with a stakeholder group as defined by the RTA.
- **Stakeholder Inventory Interviews** – HNTB will perform inventory interviews with up to six (6) mobility providers (DDOT, DTC, M-1 RAIL, MoGo, identified scooter partner, and SMART) to develop a baseline of existing fare collection processes, backend financial management, policy desires for a mobility wallet, and a gap analysis for a mobility wallet. This information will be included in the Concept of Operations deliverable.
- **Financial Task Force Meetings** - HNTB will attend and provide technical support for up to two (2) Financial Task Force meetings.

Task 2 Deliverables

- Draft and Final Mobility Wallet 101 Presentation
- Draft and Final Existing Payment Technology Presentation

Task 3 – Systems Engineering and Requirements

This scope identifies the systems engineering activities that will be undertaken to support the RTA’s development of a mobility wallet RFP for the Southeast Michigan UBM Pilot Program. The System Engineering activities described below will be included in the draft and final concept of operations report deliverables for this section of the scope of work.

- **User Needs** - HNTB will summarize feedback obtained from the Stakeholder Inventory Interviews under Task 2 and include information gathered by the RTA and other project partners to develop mobility provider user needs that will be included in the Concept of Operations Report. Traveler and workforce agency user needs to be developed by a third party under contract with RTA.
- **DOT/Vendor Outreach** - HNTB will provide support to identify up to three (3) transportation agencies and/or mobility wallet vendors to be contacted to obtain information, lessons learned, and best practices regarding recent mobility wallet and/UBM deployments. The three agencies/vendors will be agreed upon with the RTA Program Manager. HNTB will attend a one-hour virtual meeting with each identified agency/vendor. HNTB will support the development of a questionnaire to assist in the discussions.
- **System Requirements** - HNTB will develop system requirements that satisfy the user needs and functional requirements to define what the system will do. HNTB will compile and utilize previously developed requirements obtained from other agency procurements when possible.

System requirements may address the following categories:

- System Administration, Payment Collection, Network, Communications, Operations, User Interfaces, Security, Performance, Reliability, and Data.

In addition to the above categories, system requirements will be organized by mandatory, preferred, and optional. HNTB will conduct one functionality meeting to obtain feedback and prioritize requirements. HNTB will conduct a review meeting to discuss comments and identify resolution. HNTB will address one round of comments to prepare and submit the final system requirements document.

Task 3 Deliverables:

- DOT/Vendor Outreach Questionnaire
- Draft and Final Concept of Operations

Task 4 – On-Call Procurement/Tech Support/Outreach Activities

The project team stands ready to provide resources in these categories on an as-needed basis, to the extent possible within the allocated budget. Once the budget assigned to a task order is expended, work on this task will stop until a task order is issued for additional activities.

Task 4 Deliverables:

- TBD

Proposed Schedule (To Be Revised After Contracting)

RTA Mobility Wallet Tech Support (Phase 1)					HNTB Gantt																						
ID	Task Name	Duration	Start	Finish	Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024				
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct				
0	RTA Mobility Wallet Tech Support (Phase 1)	361 days	Mon 5/1/23	Mon 9/30/24	[Gantt bar from 5/1/23 to 9/30/24]																						
1	NTP	0 days	Mon 5/1/23	Mon 5/1/23	[Milestone diamond at 5/1/23]																						
2	Task 1 - Project Management and Administration	361 days	Mon 5/1/23	Mon 9/30/24	[Gantt bar from 5/1/23 to 9/30/24]																						
3	Project Management and Coordination Meetings	361 days	Mon 5/1/23	Mon 9/30/24	[Gantt bar from 5/1/23 to 9/30/24]																						
4	Project Administration	361 days	Mon 5/1/23	Mon 9/30/24	[Gantt bar from 5/1/23 to 9/30/24]																						
5	Task 2 - Stakeholder Engagement	75 days	Mon 5/1/23	Tue 8/15/23	[Gantt bar from 5/1/23 to 8/15/23]																						
6	Inventory Interviews	30 days	Mon 5/1/23	Mon 6/12/23	[Gantt bar from 5/1/23 to 6/12/23]																						
7	Program Development Working Group	30 days	Tue 6/13/23	Tue 7/25/23	[Gantt bar from 6/13/23 to 7/25/23]																						
8	Technical Working Group	30 days	Tue 6/13/23	Tue 7/25/23	[Gantt bar from 6/13/23 to 7/25/23]																						
9	Financial Task Force Meeting	45 days	Tue 6/13/23	Tue 8/15/23	[Gantt bar from 6/13/23 to 8/15/23]																						
10	Task 3 - Systems Engineering	75 days	Wed 7/26/23	Wed 11/8/23	[Gantt bar from 7/26/23 to 11/8/23]																						
11	Outreach (DOT/Vendor) (3)	5 days	Wed 7/26/23	Tue 8/1/23	[Gantt bar from 7/26/23 to 8/1/23]																						
12	User Needs Assessment	10 days	Wed 7/26/23	Tue 8/8/23	[Gantt bar from 7/26/23 to 8/8/23]																						
13	System Requirements	15 days	Wed 8/2/23	Tue 8/22/23	[Gantt bar from 8/2/23 to 8/22/23]																						
14	Draft ConOps Report	45 days	Wed 8/23/23	Wed 10/25/23	[Gantt bar from 8/23/23 to 10/25/23]																						
15	DELIVERABLE: Draft ConOps Report	0 days	Wed 10/25/23	Wed 10/25/23	[Milestone diamond at 10/25/23]																						
16	Final ConOps Report	10 days	Thu 10/26/23	Wed 11/8/23	[Gantt bar from 10/26/23 to 11/8/23]																						
17	DELIVERABLE: Final ConOps Report	0 days	Wed 11/8/23	Wed 11/8/23	[Milestone diamond at 11/8/23]																						
18	Task 4 - On-Call Procurement/Tech Support/Outreach	361 days	Mon 5/1/23	Mon 9/30/24	[Gantt bar from 5/1/23 to 9/30/24]																						
19	Draft Facility Condition Assessment Report	361 days	Mon 5/1/23	Mon 9/30/24	[Gantt bar from 5/1/23 to 9/30/24]																						

RTA Mobility Wallet Tech Support Phase 1)

Task	Description	TOTAL HOURS	TOTAL LOADED LABOR	GRAND TOTAL
1	Project Management	236	\$34,237	\$37,661
1.1	Project Kickoff Meeting	12	\$1,862	\$2,048
1.1	Project status meetings	80	\$12,701	\$13,972
1.1	Progress Reports	6	\$1,113	\$1,224
1.1	Project Reviews	72	\$12,129	\$13,342
1.2	Invoicing/Administration	66	\$6,432	\$7,075
2	Systems Engineering	586	\$79,397	\$87,337
2.1	User Needs	42	\$5,159	\$5,675
2.2	Outreach (DOT/Vendor) (3)	80	\$10,940	\$12,034
2.3	System Requirements	187	\$25,191	\$27,710
2.4	Draft ConOps	191	\$25,990	\$28,589
2.5	Final ConOps	86	\$12,118	\$13,329
3	Stakeholder Engagement	234	\$34,969	\$38,466
3.1	Program Development Working Group	40	\$6,351	\$6,986
3.2	Technical Working Group	96	\$13,922	\$15,314
3.3	Financial Task Force Meetings	40	\$6,351	\$6,986
3.4	Inventory Interviews (6)	58	\$8,346	\$9,181
4	On-Call Procurement/Tech Support/Outreach	88	\$13,043	\$14,348
4.1	Various On-Call Tasks	88	\$13,043	\$14,348
LABOR TOTAL		1,144	\$161,646	\$177,811
			EXPENSES	\$1,999
			GRAND TOTAL	\$179,810



Staff Report

May 2023

Overview: The purpose of this report is to provide the Board information and updates on advancement of the RTA's work program.

Staff

- **RTA Staffing** – RTA's new Planning and Innovation Director, Julia Roberts, and new Program Director, Melanie Piana, are starting this month. Staff also received over 50 applications for the Communications Associate position. We are in the process of culling those down to an interview pool of approximately five candidates.

Funding and Grants

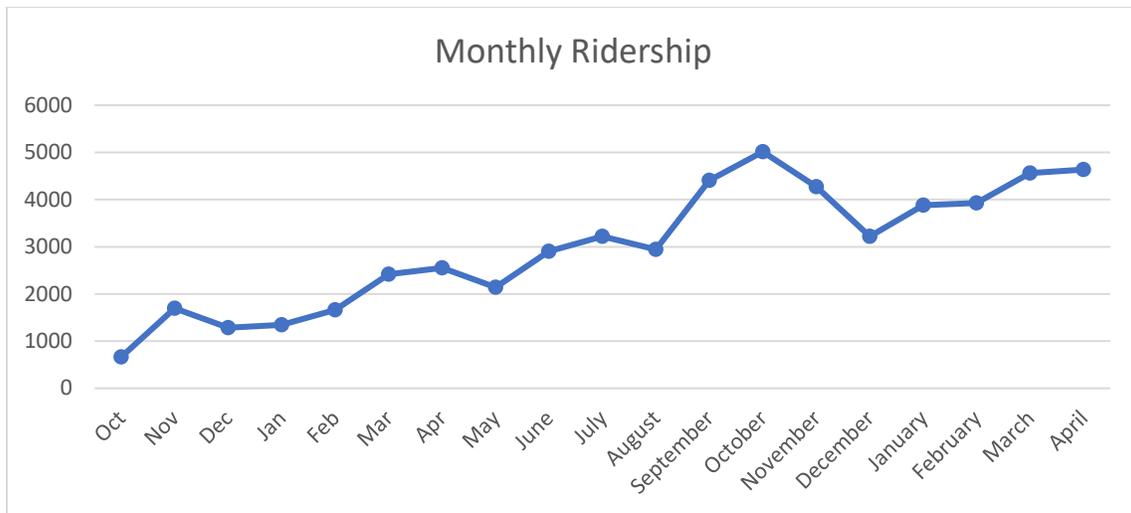
- **Fund Programming**
 - Section 5310 Call for Projects – RTA staff launched a Call for Projects for approximately \$13 million in Enhanced Mobility of Seniors and People with Disability funding (Section 5310). On April 7, we received 33 applications totaling over \$19 million. The applications cover multiple project categories that include vehicle replacement, vehicle expansion, continuing operations, expanded operations, mobility management, and capital projects (e.g., scheduling software upgrades). RTA has kicked off the review and scoring process with a committee that includes representatives from the RTA CAC, AAATA, DDOT, DTC, SEMCOG, SMART, and WATS. Our target is to have a recommended program of projects for the Board to consider in June 2023.
 - Fiscal Year 2023 Federal Funds – In June 2023, RTA staff will begin work with eligible recipients of federal transit funding (i.e., AAATA, DDOT, DTC, RTA, and SMART) to develop the annual capital program for federal formula funding. This includes the largest federal formula program, Urbanized Area Grant program, with over \$70 million in funding available for capital projects like vehicle replacements, facility rehabilitations, communications equipment upgrades, and preventive maintenance.
 - American Rescue Plan Call for Projects – In June 2023, RTA staff will begin accepting applications from the eligible transit providers (i.e., AAATA, DDOT, DTC, RTA, and SMART) for regional projects funded by the remaining 15% of American Rescue Plan (ARP) funds. These projects must advance the principles approved by the Board in November 2022.
 - Access to Transit Call for Projects – In fall 2023, RTA staff will launch the inaugural Access to Transit Grant program. RTA secured \$2 million in funding to support communities improving infrastructure around their transit stations and stops, making connections for pedestrians, bicyclists, and transit riders safer, more accessible, and more attractive. This will be the first time a grant program like this has been run in the State of Michigan.
- **Grants Management** – RTA Staff completed the following grants management activities:
 - Began development and submission of necessary documentation to secure the Mobility Wallet grant, the Downtown to Airport Pilot service grant, and an amendment to the state funding that supports the MyRide2 service.



- **New Grants/Funding** – RTA Staff completed the following activities to access new funding, or to support providers and partners in accessing new funding:
 - n/a

Projects

- **Regional Master Transit Plan Update** – The Regional Master Transit Plan update was approved by the Board in February 2023. It can be read here: <https://rtamichigan.org/rmtp-update/>
- **D2A2 Service Pilot** – D2A2 has been operating since October 2021. Here are the performance metrics though April 2023:
 - Monthly ridership (April) = 4,637
 - Daily average (April) = 154
 - Monthly ridership (12-month average) = 3,668



RTA is actively working with the D2A2 vendor (Indian Trails/Michigan Flyer) to develop a monthly pass option for riders. Staff is also working with the vendor, the People Mover, and the City of Detroit to integrate the Grand Circus Park D2A2 stop with the Grand Circus Park People Mover station.

- **MyRide2** – The MyRide2 program continues to provide mobility management services to seniors and people with disabilities throughout the RTA region.
- **Mobility Wallet Pilot** - MDOT and MEDC informed RTA staff that it will receive a \$1,150,00 grant from the Mobility Wallet Challenge program of a Universal Basic Mobility pilot. The project is anticipated to start in early June 2023 and will be completed in late 2024.
- **Airport Service Pilot** – The RTA was notified that it received funding for a pilot transit service to create an express connection between Detroit Metropolitan Airport and Downtown Detroit. Staff is starting to lay out a schedule for developing a pilot service proposal for Board approval. The tentative schedule is as follows:
 - Spring 2023 – program federal funding and state match
 - Spring/Summer 2023 – develop preliminary service proposals with stakeholders



- Fall 2023 – develop and release and RFP for service provider (if necessary)
- Winter 2023 – public hearings on service proposal
- Early 2024 – launch service

Other Activities

- RTA’s Annual Legislative Report was submitted to the Michigan House and Senate Transportation Committees and Transportation Appropriations Subcommittees on March 31st. RTA presented to the Senate Committee on April 25 at 3:30 and the House Committee on May 9 at 10:00.
- RTA participated in panel discussions for the Detroit Regional Chamber’s Leadership Detroit cohort.
- Established and conducted multiple staff and stakeholder meetings, including meetings with the following groups:
 - MDOT and Michigan Infrastructure Office on regional corridors, I-375 project, New Center Intermodal Facility project, and Statewide MaaS working group
 - OFME Michigan Cities working group
- Coordinated with Communications, Legal, and Legislative contractors.

2023 Board Schedule Look Ahead

Month	Funding	Administration	Projects
May		Provider Presentations	Mobility Wallet Project - Launch
June	Annual Federal Funding 5310 Call for Projects - Action	Provider Presentations	
July	ARP Call for Projects - Launch	Budget Overview	
August	ARP Call for Projects - Action	Draft Budget	Airport Service Update
September		Final Budget	Airport Service RFP (if needed)
October	Access to Transit Call for Projects - Launch		2023 RMTP Update - Launch
November	Access to Transit Call for Projects - Action		Airport Service Public Hearings
December	5310 Program Report		Final Airport Service Proposal