



Standard Articles of Agreement for Contractors

Revision Date: December 2019

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Article 1: Responsibilities and Services of the CONTRACTOR

- 1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the CONTRACTOR shall be responsible for the technical direction, management and conduct of the PROJECT.

In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the CONTRACTOR under this Agreement shall be under the general supervision and direction of the COMMISSION, or as maybe modified by the Special Condition Section of this Agreement.

- 1.2 The COMMISSION hereby agrees to engage the CONTRACTOR and the CONTRACTOR shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement, the RFP, Exhibit "A", Technical Proposal, from the CONTRACTOR, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.
- 1.3 The CONTRACTOR hereby agrees to administer the Agreement in compliance with all applicable law and in accordance with all requirements and regulations of the AGENCY and COMMISSION. The CONTRACTOR understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time.
- 1.4 The CONTRACTOR bears primary responsibility for the administration and success of the PROJECT. Although the CONTRACTOR is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise, the giving of such advice shall not shift the responsibility for final decisions from the CONTRACTOR to the COMMISSION and/or the AGENCY.
- 1.5 The CONTRACTOR hereby agrees to furnish its services in accordance with this Agreement and all applicable professional standards. All of the services specified by this Agreement shall be performed by the CONTRACTOR and its employees or subcontractor under the supervision of a qualified Project Manager as shall be designated by the CONTRACTOR and approved by the COMMISSION.

The CONTRACTOR agrees that the COMMISSION shall not be subject to any obligations or liabilities to any subcontractor or any other person not party to this Agreement.

- 1.6 The personnel required to perform the services specified by this Agreement shall be procured by the CONTRACTOR. All procurement expenses shall

be borne by the CONTRACTOR. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION or the AGENCY. For any major changes in personnel including changes of key personnel who are named in a proposal, the CONTRACTOR will submit their request in writing prior to any planned personnel changes.

- 1.7 All services performed by the CONTRACTOR and any subcontractor(s) shall be on a cost-reimbursable basis with a fixed fee. Title 41, United States Code, limits the amount of profit on this type of services to 10% on direct costs, fringe benefits, overhead, and from 1% to 5% on other direct costs, such as travel, subsistence and other out-of-pocket expenses, but excluding subcontractor costs.
- 1.8 The CONTRACTOR is required to submit a monthly summary progress report to the COMMISSION not later than ten (10) days after the close of the preceding month unless otherwise directed. This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the CONTRACTOR's proposed solution of the problem.
- 1.9 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the CONTRACTOR shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION or other designated review organization for discussion, review, and/or approval.
- 1.10 The CONTRACTOR hereby agrees to provide adequate liability insurance and workman compensation coverage for its employees working on the PROJECT, and accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.
- 1.11 The CONTRACTOR shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the CONTRACTOR's officers, employees or agents under this Agreement, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands unless COMMISSION and/or AGENCY elect otherwise.

- 1.12 None of the services specified by this Agreement shall be subcontracted by the CONTRACTOR without prior approval of the COMMISSION.
- 1.13 All subcontracts entered into by the CONTRACTOR shall contain or otherwise reference and incorporate all of the provisions of these Standard Articles of Agreement.

Article 2: Assignability

- 2.1 The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the COMMISSION.

Article 3: Consultants and Subcontractors

- 3.1 The CONTRACTOR shall provide the COMMISSION with copies of all subcontracts with CONSULTANTS or subcontractors as specified in the CONTRACTOR's proposal. Any substitution of CONSULTANTS or subcontractors requires the prior written approval of the COMMISSION.
- 3.2 Any agreement of the CONTRACTOR with a CONSULTANT or subcontractor must explicitly state that it is subject to, and must comply with, all of the relevant provisions of this Agreement and these Articles.
- 3.3 The CONTRACTOR is responsible for all work to be performed by the CONSULTANT or subcontractor as if it were to do that work itself, and failure on the part of any CONSULTANT or subcontractor for any reason shall not excuse the CONTRACTOR for any portion of this work. Changes in the amount or type of work to be performed by any CONSULTANT are subject to the provisions of Article 6 hereof.
- 3.4 CONSULTANTS or subcontractors are required to submit to the CONTRACTOR, to be included in the CONTRACTOR's submission to the COMMISSION, all reports, invoices, etc., as are required of the CONTRACTOR, and comply with all other provisions of this Agreement as are required of the CONTRACTOR.
- 3.5 The CONTRACTOR shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program shall:

- 4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to ensure that all activities in its Program are compatible and interrelated.
- 4.2 Provide basic technical assistance to the CONTRACTOR required during the development of the PROJECT.
- 4.3 Provide data existing in the COMMISSION's data file to the CONTRACTOR. The cost for this data shall be only that of reproduction or processing. The CONTRACTOR shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the CONTRACTOR shall treat as confidential any such materials as may be stipulated by the COMMISSION.
- 4.4 Prepare periodic progress reports and invoices as required by the AGENCY, incorporating the project progress reports prepared by the CONTRACTOR.
- 4.5 Conduct a review of the administration of the PROJECT, as appropriate, to determine whether the CONTRACTOR has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this Agreement.
- 4.6 Ensure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. After execution of this Agreement, and prior to the first invoice, the COMMISSION's Accounting staff may hold an "Accounting and Record Keeping" meeting at the CONTRACTOR's offices with their assigned Project Manager, administrative and accounting personnel.

Article 5: Changes and Amendments

- 5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the CONTRACTOR. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the CONTRACTOR. Such changes will be in writing and will be effected by a letter from the COMMISSION to the CONTRACTOR.
- 5.2 Modifications, changes, corrections, and/or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the CONTRACTOR shall be in writing in the form of a letter from the COMMISSION to the CONTRACTOR, setting forth therein the

modifications, changes, corrections, and/or additions, approved by endorsement of the COMMISSION.

Authorization letters under this provision may be issued in the following instances:

- a. When the CONTRACTOR's request for a budget reallocation of the total PROJECT cost is approved;
 - b. When the CONTRACTOR's request for a budget increase that does not exceed 5% of the total PROJECT costs as outlined in Section 2: Contract Funding of the Agreement is approved;
 - c. When the CONTRACTOR's request for an extension of the completion date as outlined in Section 5: Time of Performance of the Agreement is approved; and/or
 - d. When the CONTRACTOR's request for modifications, changes and/or clarifications to the Scope of Services which do not substantively alter the PROJECT and/or services to be performed is approved.
- 5.3 For any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduces the time or effort devoted to the PROJECT on the part of the CONTRACTOR, the CONTRACTOR will be required to request for a formal amendment to the Agreement.
- 5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.
- 5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.
- 5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

Article 6: Compensation and Method of Payment

6.1 CONTRACTOR shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org. Each invoice shall consist of:

- a. A signed cover page with the total reimbursement request amount;
- b. Breakdown of costs as per the contract pricing proposal format; Please include staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
- c. Receipts for Direct Expenses;
- d. Copies of all subconsultant invoices; and
- e. Progress Report for the Reporting Period.

6.2 Allocability of PROJECT costs shall be in accordance with the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be in accordance with generally accepted accounting principles (GAAP) and 2 C.F.R. 200.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the CONTRACTOR (i.e., the price paid minus any refunds, rebates or discounts).
- f. The CONTRACTOR may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are final based on invoiced bills.

Costs must conform to all applicable law including Federal Regulations. Specifically, Costs must adhere to 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For-private organizations, Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" may apply.

6.3 The CONTRACTOR shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.4 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or

stipulations of this Agreement, the COMMISSION shall have the right to terminate this Agreement.

- 7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interests of the COMMISSION.
- 7.3 This Agreement shall terminate effective the date of AGENCY action if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the CONTRACTOR by this Agreement. The COMMISSION will promptly notify CONTRACTOR upon receipt of such AGENCY notice.
- 7.4 The COMMISSION may terminate this Agreement in writing (certified mail, return receipt requested), by email or by telephone. The COMMISSION shall confirm such termination in writing and include the effective date of the termination, which shall be the date of first notification. Upon notification of termination, the CONTRACTOR must stop incurring costs and cease performance immediately.
- 7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the CONTRACTOR or their consultant shall, at the option of the COMMISSION, become the property of the COMMISSION. The CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- 7.6 NOTWITHSTANDING any provision to the contrary, the CONTRACTOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the CONTRACTOR, and the COMMISSION may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the CONTRACTOR for breach of this Agreement is determined.
- 7.7 Prior to termination for cause, the CONTRACTOR shall be provided official notice in writing and an opportunity to cure. CONTRACTOR shall respond within five (5) days of the date of the official notice and must include a detailed plan of action to cure the cause and/or default of any term of this Agreement. CONTRACTOR will have ten (10) days from the date of the official notice to implement plan of corrective action.
- 7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party.

The COMMISSION shall prepare the termination document.

- 7.9 The CONTRACTOR may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the CONTRACTOR shall give written notice to the COMMISSION of a request for termination and direct the correspondence to:

Manager, Office of Contracts and Purchasing
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520

If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the CONTRACTOR has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

- 7.10 Upon termination, the CONTRACTOR must refund or credit to the COMMISSION that portion of any funds paid or owed the CONTRACTOR and allocable to the terminated PROJECT work, except such portion that may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The CONTRACTOR shall not make any new commitments without COMMISSION approval. The CONTRACTOR shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

- 8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered suspended or stopped by the COMMISSION.
- 8.2 Work Stoppages may be required at the discretion of the COMMISSION, such as, but not limited to, default by the CONTRACTOR, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.
- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY

- considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.
- 8.3 Prior to issuance, stop-work orders shall be discussed with the CONTRACTOR and will be modified if appropriate in the sole discretion of the COMMISSION. Any modifications are, at the discretion of the COMMISSION. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders by the CONTRACTOR for service; (c) an order to cease performance and stop incurring further expenditures; and (d) other suggestions to the CONTRACTOR to minimize costs.
- 8.4 Upon receipt of a stop-work order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:
- a. cancel the stop-work order, in full or in part;
 - b. eliminate the work covered by such order; or
 - c. authorize resumption of work.
- 8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the CONTRACTOR shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the Agreement shall be amended accordingly, provided the CONTRACTOR asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:
- a. the stop-work order results in an increase in the CONTRACTOR's cost properly allocable to the performance of any part of the PROJECT; and/or
 - b. a stop-work order is not canceled and the PROJECT work covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.
- 8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 8 and 9 of this Agreement.

- 8.7 Costs shall not be allowable if incurred by the CONTRACTOR after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.
- 8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this Agreement.

Article 9: Disputes

- 9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the CONTRACTOR.
- 9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article 10: Arbitration

- 10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.
- 10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.
- 10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements

a. Prohibitions Against Discrimination

The CONTRACTOR agrees to comply with, and assure compliance of all CONTRACTOR s with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

CONTRACTOR agrees to comply with, and assure compliance by third party subcontractors at any tier under the PROJECT with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related nondiscrimination statutes and regulations in all programs and activities. DVRPC's website, www.dvrpc.org, may be translated into multiple languages. Publications and other public documents can be made available in alternative languages and formats, if requested. DVRPC public meetings are always held in ADA-accessible facilities, and in transit-accessible locations when possible. Auxiliary services can be provided to individuals who submit a request at least seven days prior to a public meeting. Requests will be accommodated to the greatest extent possible. Any person who believes they have been aggrieved by an unlawful discriminatory practice by DVRPC under Title VI has a right to file a formal complaint. Any such complaint may be in writing and filed with DVRPC's Title VI Compliance Manager and/or the appropriate state or federal agency within 180 days of the alleged discriminatory occurrence. For more information on DVRPC's Title VI program or to obtain a Title VI Complaint Form, please visit: www.dvrpc.org/GetInvolved/TitleVI, call (215) 592-1800, or email public_affairs@dvrpc.org.

b. Equal Employment Opportunity

The CONTRACTOR agrees to comply with, and assure compliance of all subcontractors with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e: 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. CONTRACTOR agrees that Full consideration will be given to all eligible, qualified applicants without regard to age, ancestry, color, disability, domestic or sexual violence victim status, ethnicity, familial status, gender identity or expression, genetic information, marital status, medical condition (including pregnancy), national origin, race, religion, sex, or sexual orientation; or any other basis protected by federal, state, or local law. Minority, female, and disabled applicants are encouraged to apply.
- ii. If the CONTRACTOR is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the CONTRACTOR to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

- i. The CONTRACTOR hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 26.
- ii. The CONTRACTOR agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The CONTRACTOR agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. The COMMISSION DBE Policy is incorporated by reference and made a part of this Agreement. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of

this Agreement. Upon notifying the CONTRACTOR of any failure to implement its approved DBE program, the sanctions may be imposed as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

d. Nondiscrimination on the Basis of Sex

To the extent applicable, the CONTRACTOR agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.

e. Nondiscrimination on the Basis of Age

The CONTRACTOR agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107 and implementing regulations, which prohibit discrimination on the basis of age.

f. Access Requirements for Persons with Disabilities:

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. §5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The CONTRACTOR also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.
- ii. USDOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR part 27.
- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, Americans with

Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 CFR Part 1192 and 49 CFR Part 38.

- iv. US Department of Justice regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35.
- v. US Department of Justice regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities, 28 CFR Part 36.
- vi. US General Services Administration regulations, Accommodations for the Physically Handicapped, 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act, 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled, 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, Transportation for Elderly and Handicapped Persons, 49 CFR part 609.
- x. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

- g. Confidentiality and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism

The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. No funds under this Agreement shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

11.3 Disclosure of Information

All information obtained by the CONTRACTOR in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The CONTRACTOR hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq.).

11.5 Energy Conservation Program

The CONTRACTOR agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

11.6 Historic Preservation

In connection with carrying out this Project, the CONTRACTOR shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,

- b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

11.7 Environmental Requirements

The CONTRACTOR shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

11.8 Resource Conservation and Recovery Act

The CONTRACTOR shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The CONTRACTOR shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq.

11.10 Contract Work Hours and Safety Standards Act

The CONTRACTOR shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

11.11 False or Fraudulent Statements and Claims

The CONTRACTOR agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the regulations of the AGENCY, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement.

11.12 Incorporation of Provisions

The CONTRACTOR shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with 2 CFR 200, AGENCY regulations and, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR

becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances

By executing this Agreement, the SUBRECIPIENT, hereby agrees that, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **Federal Highway Administration (“FHWA”)**, **Federal Transit Administration (“FTA”)**, and **Federal Aviation Administration (“FAA”)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the SUBRECIPIENT receives Federal financial assistance from DOT, including the **FHWA, FTA, and/or FAA.***

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non discrimination statutes and requirements to include all programs and activities of the SUBRECIPIENT, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the SUBRECIPIENT agrees with and gives the following Assurances with respect to its Federally assisted **activities as identified in the Unified Planning Work Program of the COMMISSION**:

1. The SUBRECIPIENT agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The SUBRECIPIENT will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **activities as identified in the Unified Planning Work Program of the COMMISSION** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"**SUBRECIPIENT**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The SUBRECIPIENT will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The SUBRECIPIENT will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a SUBRECIPIENT.
5. That where the SUBRECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the SUBRECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the SUBRECIPIENT will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the SUBRECIPIENT with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the SUBRECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the SUBRECIPIENT, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the SUBRECIPIENT retains ownership or possession of the property
9. The SUBRECIPIENT will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this Agreement and agreeing to the terms of this ASSURANCE, **SUBRECIPIENT** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **DOT**. You must keep records, reports, and submit the material

for review upon request to **DOT**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

SUBRECIPIENT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **COMMISSION's Unified Planning Work Program**. This ASSURANCE is binding on the **Commonwealth of Pennsylvania and the State of New Jersey**, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **various activities as identified in the Unified Planning Work Program of the COMMISSION**.

12.1 APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **FHWA, FTA, and/or FAA**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the **FHWA, FTA, and/or FAA**, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the **FHWA, FTA, and/or FAA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.2 APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of the **COMMISSION's Unified Planning Work Program**, and the policies and procedures prescribed by the **FHWA, FTA, and/or**

FAA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto **SUBRECIPIENT** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **SUBRECIPIENT** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on **SUBRECIPIENT**, its successors and assigns.

SUBRECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that **SUBRECIPIENT** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

12.3 APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by **DVRPC** pursuant to the provisions of Assurance 7(a):

- A. The (***grantee, lessee, permittee, etc. as appropriate***) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [***in the case of deeds and leases add "as a covenant running with the land"***] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.4 APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **DVRPC** pursuant to the provisions of Assurance 7(b):

- A. The (***grantee, licensee, permittee, etc., as appropriate***) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (***in the case of deeds and leases add, "as a covenant running with the land"***) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (***grantee, licensee, lessee, permittee, etc.***) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTS, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Article 13: Interest of Members of the COMMISSION and Others

- 13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

Article 14: Interest of Members of Congress

- 14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

- 15.1 The CONTRACTOR and any subcontractor shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The CONTRACTOR shall permit and shall require its subcontractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The CONTRACTOR agrees that any payment made by the COMMISSION to the CONTRACTOR, and any expenditures of the CONTRACTOR under the terms of this Agreement, are subject to audit by the COMMISSION.
- 15.2 The CONTRACTOR shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the CONTRACTOR to surrender all records at the end of the three (3) year period.

- 15.3 The CONTRACTOR shall, upon request, provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The CONTRACTOR understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.
- 15.4 Should the COMMISSION audit the CONTRACTOR in place of the audit performed under 15.3 above, the COMMISSION's audit of the CONTRACTOR is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the CONTRACTOR's performance under this Agreement.

Article 16: Publicity

- 16.1 Press releases and other public dissemination of information by the CONTRACTOR concerning the PROJECT work shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to public_affairs@dvrpc.org. Any and all press releases shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 17: Rights in Data, Copyrights, and Disclosure

- 17.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the CONTRACTOR or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which CONTRACTOR or subcontractor at any tier, purchases ownership financed under this Agreement.
- 17.2 Definition. The term "data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the CONTRACTOR's financial reports, or other information incidental to contract administration.
- 17.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY with the right to use such data for any official purpose in whatever manner

deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the CONTRACTOR.

- 17.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CONTRACTOR relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The CONTRACTOR shall not include in the data any copyrighted matter, unless the CONTRACTOR provides the COMMISSION with written permission of the copyright owner for the CONTRACTOR to use such copyrighted matter.
- 17.5 The CONTRACTOR bears responsibility for the administration of the PROJECT and therefore the CONTRACTOR alone is liable for any claims of copyright infringement for any copyrighted material.
- 17.6 It is a condition precedent to CONTRACTOR's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The CONTRACTOR shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the CONTRACTOR pertaining to such suit or claim.

Article 18: Confidentiality

- 18.1 At no time, without written COMMISSION approval, may the CONTRACTOR divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.
 - a. The COMMISSION has direct interest in the CONTRACTOR's material when the CONTRACTOR 's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
 - b. When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.
- 18.2 After the Agreement period, CONTRACTOR may divulge or release information that is of direct interest to the CONTRACTOR, but which has no direct interest to the COMMISSION.

Article 19: Patent Rights

- 19.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or

constructively reduced to practice by the CONTRACTOR or its employees or subcontractor, in the course of, in connection with, or under the terms of this Agreement, the CONTRACTOR shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the CONTRACTOR, or subcontractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations “ Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements” 37 C.F.R. Part 401.

Article 20: Invoice Forms and Time Sheets

- 20.1 Sample forms which may be used by the CONTRACTOR in presenting its invoices in compliance with Article 6 hereof are attached hereto.
- 20.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or subcontractor engaged by the CONTRACTOR.

Article 21: Interest of the CONTRACTOR

- 21.1 The CONTRACTOR covenants that no member, officer or employee of the CONTRACTOR has presently 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 any such interest shall be employed.

Article 22: Certification of Non-collusion

- 22.1 The parties hereto hereby certify that neither the COMMISSION nor the CONTRACTOR, or their representatives have:
 - a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained, or agreed to employ or retain, any firm or person;
 - b. been required nor have paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and CONTRACTOR, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;

- c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 23: Restrictions on Lobbying

23.1 The CONTRACTOR hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any 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.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned 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 CONTRACTORs shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 24: Entire Agreement

24.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- b. Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.