



REQUEST FOR PROPOSAL

Design Services - Public Transit &
Workforce Development Center

Issued: January 22, 2024

Pre-Proposal Meeting: January 29, 2024 2:00 PM

Responses Due: February 26, 2024

CONTACT:

Jason McGarry
Procurement/Contracts Administrator
jasonm@bcdco.com

January 22, 2024

The Charleston Area Transportation Authority (CARTA) is requesting qualifications from multidisciplinary teams to design the Shipwatch Square Transit Center & SC Works Trident Workforce Development Center, which is a planned bus transit transfer facility and workforce development office on 2.23 acres of Charleston County's 16-acre master planned community service hub located at 3685 Rivers Avenue in North Charleston, SC.

A non-mandatory pre-proposal meeting will be held at BCD Council of Governments office located at 5790 Casper Padgett Way, North Charleston, SC 29406 on January 29, 2024 at 2:00 PM. To attend virtually, please email jasonm@bcdcog.com for details.

The requirements for submitting a qualifications proposal are stated with the following Request for Qualifications (RFQ). This RFQ has been developed in accordance with the procurement guidelines of the Federal Transit Administration (FTA), and those related to State and Local Government.

All qualifications proposals are due to **Charleston Area Regional Transportation Authority (CARTA) 5790 Casper Padgett Way, North Charleston, SC 29406**, no later than **February 26, 2024 at 2:00 p.m. EST**. One (1) signed original, one (1) digital and three (3) printed copies should be submitted in a sealed box marked with the following information:

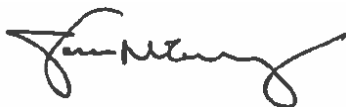
Design Services - Public Transit & Workforce Development Center
Attn: Jason McGarry, Procurement/Contracts Administrator
(Name of Company Submitting Qualifications)

Any revisions to this RFQ will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFQ will be posted on the CARTA website www.ridecarta.com. All Firms should consult this website for updates before submitting qualifications proposals.

Any proposal submitted as a result of this solicitation shall be valid for ninety (90) calendar days following the submittal date. This solicitation does not commit CARTA to award a contract, to pay any cost incurred in the preparation of proposals, or contract for the services. CARTA may award to more than one consultant whose proposal is in compliance with all State and Federal regulations.

Proposals resulting from this solicitation are subject to the South Carolina Freedom of Information Act (FOIA). All information that is to be treated as confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type.

Sincerely,



Procurement/Contracts Administration

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SECTION 1 – PROJECT BACKGROUND AND LOCATION

1.0 Project Background

The Shipwatch Square Transit Center & SC Works Trident Workforce Development Center is a planned bus transfer facility for the Charleston Area Regional Transportation Authority (CARTA) in North Charleston. The facility will include a two-story building with approximately 14,000-sf for a transit and workforce center with waiting areas, ticket vending, and training rooms for CARTA’s workforce. The bus transfer facility includes a bus transfer hub with 10 bus bays, four (4) on route bus charging bays, dynamic bus bay assignments, and fare vending. The project is a joint development with SC Works Trident, with the second-floor accommodating office space for the regional workforce center.

CARTA provides public transportation services to the urbanized area of Charleston County and transports two (2) million passengers per year on 18 fixed routes, four (4) express routes, and three (3) Downtown Area Shuttles (DASH). The transit center will replace the CARTA Superstop at Rivers Avenue and Cosgrove Avenue in North Charleston, which is served by eight (8) CARTA bus routes via 14 transit buses per hour throughout the day. The transit center received a grant award from the Federal Transit Administration (FTA) FY23 Low and No Emissions and Grants for Buses and Bus Facilities program. CARTA is subject to the regulations of the US Department of Transportation (DOT), Federal Transit Authority (FTA), South Carolina Department of Transportation (SCDOT), and federal, state, and local laws. Please visit our website www.ridecarta.com for additional information.

SC Works Trident is managed by the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) and connects businesses, job seekers, and training providers to create a pathway to employment in the region’s leading industries. SC Works Trident centers are operated by trained and motivated staff, representing a diverse number of agencies, who are ready to help fulfill employment needs. Services are offered to develop job seeker skillsets to gain or maintain employment and assist employer partners to develop and maintain a qualified workforce. SC Works Centers are certified by the Trident Workforce Development Board and approved by the SC Department of Employment and Workforce, the state’s Workforce Administrative Entity. The Workforce Development Center will replace the existing workforce development offices located on Hanahan Road.

Current programming for the transit center includes:

- 3,500 SF Bus Transfer Facility including waiting areas, ticket vending, and public restrooms;
- 9,900 SF CARTA Workforce Training Rooms and SC Works offices;
- 650 SF Public Meeting Space;
- 1,800 SF Covered Plaza for transit waiting;
- Access to Future Lowcountry Rapid Transit (LCRT) station (being designed by others); and
- Integrated Bus transfer facility accommodating 10 local bus routes and battery electric bus on-route charging for up to 4 buses.

Final design was completed for the transit center in 2021. The design was developed in coordination with the Charleston County Community Services Building and Library as part of the overall Master Plan. Since then, the County has completed its construction of the community services building and library and associated site infrastructure. The original transit center design included public safety offices but the public safety component has been changed to Workforce. The second story of the building will now

contain workforce training facilities and offices. This scope of work will require redesign of the transit center building to accommodate this program.

The bus transfer facility programming has not changed. This scope of work will require limited completion of the final civil site design and any modifications that may be needed to accommodate changes in the building programming or existing site conditions. Parking for the site was constructed as part of the Charleston County Social Services Hub master site plan. A traffic study for the County's overall Master Plan included the transit center, and was based on current operations of 14 buses per hour serving the site primarily from Dorchester Road, with a few trips from McMillan Avenue.

The site has been cleared, and previous buildings located on the CARTA site have been razed. In 2020, Charleston County conducted site assessments on three (3) parcels of the master planned site. The CARTA transit center location includes portions of these parcels. Charleston County conducted a Phase I Environmental Site Assessment (ESA) Report dated April 9, 2020 for Parcels 2A and 2B and a Phase I ESA Report dated April 14, 2020 for Parcel 2C. Parcel 2C was found to be a former FINA automotive service center with Underground Storage Tanks (USTs). The historical use of Parcel 2C was considered a REC for Parcels 2A, 2B, and 2C. Charleston County conducted a voluntary cleanup and has removed the underground fuel tanks. See Attachment 3 - Final ESA

Previous design documents for reference are provided in the following:

- Attachment 4: CD Plan Set
- Attachment 5: Renderings

SECTION 2 – SCOPE OF SERVICES

The purpose of this RFQ is to secure the Consultant services necessary to design a bus transit passenger and workforce development center and bus transfer facility. Design disciplines under this scope of work include: Architectural and Interior Design; Site, Civil, and Utility Design; Landscape Design; Geotechnical Design; Structural Engineering; Electrical Engineering; HVAC and Energy Conservation Systems; Design Specifications, Cost Estimations, and Construction Related Services.

Key tasks under this scope of work include:

- I. Project Management: Consultant shall be responsible for maintaining a project management plan that is inclusive of project schedule, project controls, QA\QC plan, and stakeholder coordination.
- II. Civil Site and Landscape Design: Consultant shall update the existing civil and landscape design to accommodate any changes in building footprint or existing County master site plan, develop bid documents, and complete required permitting.
- III. Architecture and Interior Design: Consultant shall be responsible for updating the current building programming and design to include workforce development offices, including conceptual design, final design, construction and bid documents, technical specifications, and drawings.
- IV. Bid and Construction Support Services: Consultant shall develop construction documents and bid package, participate in pre-bid meetings and bid selection, provide technical assistance during procurement, and design support during construction.

Optional tasks under this scope of work are listed below. These tasks were completed under previous phases of design; however, additional scope or work may be required based on changes to design or existing conditions. While these scope items are unknown, Consultants should demonstrate team qualifications to complete these tasks if needed.

- I. Survey: Topographic surveys were completed under previous design phases. Additional surveys to be conducted if needed as design progresses based on changes to existing conditions.
- II. Subsurface Utility Engineering (SUE): Subsurface utility engineering (SUE) services were conducted as part of previous design phase. Any additional SUE work to be identified as design progresses.
- III. Environmental Engineering: Charleston County managed the Voluntary Cleanup Contract (VCC) for the site. Any additional environmental engineering needed for contaminated media management for inclusion with bid document to be identified as design progresses.
- IV. Geotechnical Engineering: Geotechnical investigations were conducted in previous design phase. Any additional geotechnical engineering needed based on changes to design or existing conditions to be identified as design progresses.

2.1 Key Tasks

Task 1. Project Management

The Consultant shall be responsible for overall project management and coordination needed for the successful completion of the project. Consultant shall be responsible for Quality Assurance and Quality Control (QA/QC), design procedures and criteria, document controls, project schedules, submittal reviews, and progress meetings. Key tasks and deliverables for project management include:

- Project Schedule: The Consultant shall be responsible for developing, maintaining, and updating a schedule for design development and construction with milestones.
- Project Controls: The Consultant shall be responsible for developing a project control plan to address Quality Assurance and Quality Control (QA/QC), design procedures and criteria, document controls, design deliverables, and submittal reviews.
- Project Meetings: The Consultant shall conduct standing project coordination meetings, including a project Kickoff meeting with BCDOG. Meetings can be in person, virtual, or hybrid. Consultant is responsible for providing minutes and action item lists following meetings.
- Stakeholder Coordination: Consultant shall be responsible for conducting stakeholder meetings as needed for the project. Key stakeholders in the design include but are not limited to: CARTA, SC Works Trident, Charleston County, and City of North Charleston. Consultant shall develop a stakeholder engagement strategy, develop agendas, and compile minutes.
- Public Engagement: CARTA staff will be responsible for managing and coordinating the public engagement process. It is anticipated that one (1) round of public meetings will be held. For this scope of work, the Consultant shall support public engagement activities by providing design exhibits and visuals as needed. Consultant shall provide basic renderings and design visualization

aids throughout the design process to demonstrate design intent and aid in material discussions.

- National Environmental Protection Act (NEPA): The project is being funded in part with funds from the Federal Transit Administration. CARTA is managing the NEPA process. The Consultant shall coordinate with NEPA team to provide design exhibits as needed.

Task 2: Civil Site Design

Consultant shall develop Civil Construction Plans for Permitting and Construction. The existing 90% design will be used as the basis of design. Consultant shall coordinate with architecture to accommodate any changes to building footprint in the site design. Key elements that may trigger a change to the civil design include changes that may occur from the building footprint or changes that may have occurred as part of the County Community Services Hub development from design to construction. The following elements are considered part of the civil site plan:

- Bus loop and associated pavement design
- Sidewalks and pedestrian improvements within the bus loop boundary
- Stormwater catchment to tie into the campus-wide system

The design of several elements will need to be coordinated with the overall building design, including:

- Bus Canopies (Structure and Foundations)
- Installation of conduit pathways to canopies and other site features for lighting, telecommunications, and overhead bus battery chargers.
- Two (2) out of four (4) programmed overhead battery electric bus chargers will be installed as part of this project, to be designed by others.

Consultant shall be responsible for developing final drawings, specifications, design narratives and code analysis; landscape architecture; and civil engineering plans. Consultant shall utilize previously prepared topographic and tree surveys where possible. Additional surveys needed due to changes that may have occurred to existing conditions are identified as optional tasks.

Consultant shall use existing Geotechnical Reports as available from previous phase of design. Additional Geotech, if required will be an optional task. A traffic impact study was conducted as part of the overall campus master plan. If changes to traffic patterns occur with the updated design that require additional traffic analysis, it will be an optional task. Key deliverables under this task include:

- Civil Plans & Details: Consultant shall prepare the Civil Site Plan for permitting, to include Final Construction Plans, Stormwater Pollution Prevention, Dimensional Control, Site Grading, Stormwater Management provisions, Utility (Water, Sanitary, Sewer), Site Lighting, all associated note and details, and any other plans required to prepare the plans for Construction & Bid Package.
- Landscape Architecture: Consultant shall advance the landscape architecture design package to construction documents which may include: Tree Mitigation Plan, Landscape Site Plan,

Landscape Planting Plan, Landscape Site Details, Landscape Planting Details; Landscape Irrigation Plan, and Technical Specifications

- Design Calculations: Consultant shall prepare the necessary design calculation for permitting, including: stormwater calculations to obtain MS4/NPDES permit as applicable and wastewater calculations per Charleston Water System requirements to obtain sanitary sewer permits. Note: An NOI was submitted to DHEC under previous 90% design work on 5/30/2021.
- Final Building Package Coordination and Preparation: Consultant shall coordinate with architecture consultant to develop the final building package for permitting, bidding, and construction.
- Permitting Services: Consultant shall coordinate the necessary permitting for the project with respective agencies, to include: City of North Charleston - Zoning Site Plan Review, Engineering/MS4 Stormwater, Tree Removal; Charleston Water System - Water/Sewer Availability and Connections; SDHEC - Coastal Zone Certification, National Pollution Discharge Elimination System (NPDES); and any others as required.
- Bidding Services: Consultant shall support the bidding and construction administration. Consultant shall attend pre-bid conference, respond to RFIs, evaluate civil portion of all qualified bids, and coordinate with owner and architect.
- Project Construction Services: Consultant shall support construction by reviewing submittals for compliance with contract documents, respond to RFIs, attend construction coordination meetings, conduct field visits, review shop drawings and construction submittals from Contractor, provide general design assistance during construction, and assist with project commissioning and turnover to owner.

Task 3: Architecture and Interior Design

This task will advance the building design and site elements immediately adjacent to the building, which was established during the previous design phase. This task will also include the bus canopy design to coordinate with building architecture as established in previous design phase. A key change to design in this phase is the inclusion of workforce development offices on the 2nd floor, where previous designs included public safety offices, a sally port and diesel generator. These are no longer part of the overall program and may lower the overall square footage and/or reduce the building footprint. Key deliverables for this task are as follows:

- Programming and Schematic Design Updates: Consultant shall identify and finalize the programming for all spaces, develop the design narrative, and update the schematic design.
- Final Design: Consultant shall advance building and site elements immediately adjacent to the building to final design including design development level layout of all spaces, advance building elevations and sections, description of all primary building materials and listing of required specifications, layouts of all systems including plumbing, mechanical, structural, electrical, HVAC and Energy Conservation Systems, and fire, and bus canopy designs.

- Update Cost Estimates: Consultant shall develop updated cost estimates based on updated final designs.

Task 4: Bid and Construction Support Services

Consultant shall coordinate Architecture, Civil (bus loop), Landscape, and any other consultant construction plans to develop full bid package documents that are inclusive of all project elements. Consultant shall provide design support during construction. Key deliverables include:

- Sealed Plans (100%), Bid Book and Specifications: Consultant shall seal and date the plans, and deliver Bid Documents to CARTA for bid issuance. Final bid package (Plans, Bid Book) sealed in electronic format for bidding through website and three (3) sets of sealed final bid package (Plans, Bid Book).
- Final Permitting: Consultant shall finalize permit applications and issue to permitting agencies and affected utilities.
- Bidding Support: Consultant shall address questions or scope clarifications during bidding process, prepare addenda as needed, attend pre-bid meeting and bid opening; review bids for consistency and inclusion of all design documents and prepare a bid tabulation for CARTA.
- Construction Support Services: Consultant shall review shop drawings and material testing documents from the contractor, respond to RFIs, and provide general design assistance to CARTA during construction.

SECTION 3 – PROPOSAL CONTENT AND OUTLINE

Proposal Submission Requirements

Proposals must not be more than the equivalent of 30 single-sided 8 ½ by 11-inch pages in length (not counting the front and back covers of the proposal, cover letter of interest, section dividers that contain no information or SF 330 forms). The font size should be no smaller than 12 pt. Proposals shall include the following information:

1. List of the key personnel who will participate in performing the scope of work. A resume for each listed team member, including sub- Consultant key personnel who will be completing a portion of the scope of work must also be provided.
2. An organizational chart depicting relationships between the team members and agencies and responsibilities of each.
3. List of three (3) relevant projects performed within the past 5 years indicative of past performances and abilities of the proposed team, including a key client contact person for each project with current daytime phone number.
4. Standard Federal Form 330 for the prime Consultant and all sub-Consultants.
5. Signature of an authorized officer of the prime Consultant firm.

SECTION 4 – PROPOSAL EVALUATION

The following criteria will be used in evaluating the proposals:

1. Experience, qualifications, and technical competence in the types of work required (30%)
2. Past performance on projects of a comparable nature (25%)
3. Relevant experience and qualifications of personnel to be assigned to the project (20%)
4. Demonstration of consultant's approach to performing the work, including an indication of the degree of availability the consultant anticipates in scheduling staff to meet project needs (20%)
5. Disadvantaged Business Enterprise designation (5%)

A Selection Committee will review each qualification proposal. The Selection Committee may choose to interview the top ranked consultants.

SECTION 5 – GENERAL CONDITIONS

Preparation of Proposals: All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Consultant.

Proposal Inquiries: Communication by any Consultant with any agent or employee of CARTA or about this RFQ, or the pending process may result in the Consultant being deemed ineligible with regard to this RFQ. All questions and requests for clarification regarding this RFQ or this process must be submitted in writing to Jason McGarry, Procurement/Contracts Administrator at jasonm@bcdkog.com. Any correction or changes to this RFQ will be made by written addendum only and will be posted on www.ridecarta.com

Subcontracting: If subcontractors are necessary to complete any functions of this requirement, the Consultant must list their names and business locations of any proposed subcontractors, with their submitted Proposal Form. CARTA reserves the right to review and approve any subcontractors proposed by the Respondent.

Exceptions to RFQ: All exceptions taken by Consultant must be specific. Consultant must clearly indicate what alternative is being offered to allow CARTA a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Consultant from submitting the Minimum Requirements as stated in the RFQ. CARTA is under no obligation to accept any proposed exceptions or alternatives.

Single Proposal Response: If only one Proposal is received in response to this RFQ and it is found by CARTA to be acceptable, a detailed price/cost proposal may be requested of the single Consultant. A price or cost analysis, or both, possibly including an audit, may be performed by or for CARTA of the detailed price/cost proposal in order to determine if the price is fair and reasonable.

Opening of Proposal: Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of

the Evaluation and Selection Committee and other CARTA officials, employees and agents having a legitimate interest will be provided access to the Proposals and evaluation.

Confidentiality: Upon receipt at CARTA, your Proposal is considered a public record except for material, which qualifies as “trade secret” information under SC FOIA. To properly designate material as Confidential/Trade Secrets.

Reservation of Rights to Change Schedule: CARTA shall ultimately determine the timing and sequence of events resulting from this RFQ. CARTA reserves the right to delay the closing date and time for any phase if BCDCOG staff believe that an extension will be in the best interest.

Reservation of Rights to Amend RFQ: CARTA reserves the right to amend or cancel this RFQ at any time during the process if it believes that doing so is in the best interests of CARTA. Any addenda will be posted on the CARTA website and is the responsibility of the Consultant to include any addenda with their proposal.

Additional Evidence of Ability: A Consultant shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by CARTA.

No Collusion or Conflict of Interest: By responding to this RFQ, the Consultant shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Consultant submitting a separate response to this RFQ and is in all respects fair and without collusion or fraud.

Withdrawal for Modification of Proposals: Consultants may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be permitted. Any proposal or modification received at the office designated in the solicitation after the exact time specified for receipt will not be considered and will be returned to the Consultant unopened. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal and received by CARTA prior to the scheduled closing time for receipt of Proposals, will be accepted.

Compliance with Laws: In submitting a Proposal, each Consultant agrees to make itself aware of, and comply with, all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFQ. Each Consultant further agrees that it will at all times during the term of the Contract comply with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but not limited to, Workers Compensation, the Fair Labor Standards Act (FLSA), Department of Labor and associated Section 5333b, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFQ.

Protest Procedures: All protests must be submitted to CARTA in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, be signed by the Protestor, and be notarized. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by CARTA.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to:

Berkeley Charleston Dorchester Council of Governments (BCDCOG)
5790 Casper Padgett Way
North Charleston, SC 29406
ronm@bcdcog.com

Review of Protests by FTA: All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F. Protesters shall exhaust all administrative remedies with CARTA prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation.

Conflicts of Interest: No employee, officer or agent of CARTA shall participate in the selection or in the award of the Contract if a conflict of interest, real or apparent, would be involved.

Gratuities: CARTA'S officers, employees, and agents cannot solicit nor accept gratuities, favors, or anything of monetary value from Consultants or other parties with an interest in the selection of the award of the Contract.

Lobbying: During the period beginning with the advertisement and distribution of the RFQ and ending with contract execution, no Prospective Consultant is allowed to communicate with any CARTA staff, employees, consultants, or agents regarding this RFQ, excluding:

Communications with the Procurement/Contracts Administrator.
Communications that are in response to inquiries initiated by CARTA

The Prospective Consultant shall not, in any discussion with a CARTA employee, address any substantive or procedural matter relating to this RFQ, the evaluation or selection process hereunder, or Contract award.

Clarification of Ambiguities: Any Consultant believing that there is any ambiguity, inconsistency or error in this RFQ shall promptly notify CARTA in writing of such apparent discrepancy. Failure to notify CARTA will constitute a waiver of claim of ambiguity, inconsistency, or error.

Consultant's Obligation to Fully Inform Themselves: Consultants or their authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFQ before submitting Qualifications Proposals. Failure to do so will be at the Consultants own risk.

APPENDIX A – REQUIRED FEDERAL CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

3. ACCESS TO RECORDS AND REPORTS

(1). Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and

construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

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

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

(6.) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7.) FTA does not require the inclusion of these requirements in subcontracts.

4. CHANGES TO FEDERAL REQUIREMENTS

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. TERMINATION

(a.) Termination for Convenience (General Provision) CARTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to CARTA, the Contractor will account for the same, and dispose of it in the manner the CARTA directs.

(b.) Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CARTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(c.) Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, CARTA may terminate this contract for default. CARTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the CARTA, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and CARTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CARTA.

(d.) Opportunity to Cure (General Provision) CARTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to CARTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from CARTA setting forth the nature of said breach or default, CARTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude PART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(e.) Termination for Convenience (Professional or Transit Service Contracts) CARTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract

is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. CIVIL RIGHTS REQUIREMENTS

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

(a.) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

(b.) The contractor 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 this DOT-assisted contract. 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 PART deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c.) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d.) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from CARTA. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

(e.) The contractor must promptly notify CARTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the

contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or Consultant certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or Consultant knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Consultant agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CARTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by CARTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CARTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which CARTA is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations,

rights and remedies otherwise imposed or available by law. No action or failure to act by the CARTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. LOBBYING

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

12. CLEAN AIR

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

13. CLEAN WATER

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14. PROMPT PAYMENT

The Contractor agrees to pay subcontractors within ten (10) calendar days of the Contractor's receipt of payment from CARTA for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether the Contractor has received any retainage payment from CARTA.

The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of CARTA. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work, they have performed.

15. ENERGY CONSERVATION

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16. ADA ACCESS

The contractor agrees to comply with all the provisions of Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations. Contractor will not discriminate and ensure equal opportunity and access for persons with disabilities.

17. NOTIFICATION OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

The contractor is required to promptly notify CARTA of any current or prospective legal matters that may affect the CARTA and/or the Federal government. The FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal government as a party to litigation or a legal disagreement in any forum for any reason. This notification requirement shall flow down to subcontracts and/or sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

18. FREE SPEECH & RELIGIOUS LIBERTY

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment

19. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The Contractor certifies that it does not have delinquent tax debt or that it has been convicted of felonies within the last 24 months. U.S. DOT Order 4200.6 applies this prohibition to all lower tier transactions and Subsection 4(g) requires this requirement flow down to its subcontractors.

APPENDIX A – REQUIRED CERTIFICATIONS

Debarment and Suspension Certification

Choose one alternative:

- The Consultant, _____ certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Consultant is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Consultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Name:

Authorized signature

Date

Lobbying Certificate

The Consultant certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.
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 instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans and cooperative agreements) and that all sub recipients 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, USC § 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.

THE CONSULTANT, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONSULTANT UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Consultant's authorized official:

Title: _____

Signature

Date

APPENDIX B – ATTACHMENTS

Attachments are located on this link -

<https://www.dropbox.com/scl/fo/xe0o06zw56gcqquw0e7q/h?rlkey=u8dpa7glg5wzmd55m9qv5jvfz&dl=0>

Previous design documents for reference are provided in the following:

- CD Plan Set
- Renderings
- Final ESA