



**REQUEST FOR PROPOSALS FOR  
PROFESSIONAL CONSULTING SERVICES TO  
DEVELOP A PROJECT CONCEPT AND SITE ASSESSMENT FOR  
A COOS TRANSIT CENTER & MOBILITY HUB**

July 30, 2024

Coos County Area Transportation District

P.O. Box 1118

Coos Bay, OR 97420

## ***1. INTRODUCTION***

The Coos County Area Transportation District (CCATD) is seeking the services of a qualified firm to conduct planning services for the Coos Transit Center & Mobility Hub Project Concept and Site Assessment (Project). CCATD is a transportation district that provides transit services in Coos County and provides connections to the surrounding gateway communities.

This Request for Proposals (RFP) describes the general Scope of Services, necessary proposal components, selection process, and required format of the proposals, as well as a sample of CCATD's Standard Professional Services Agreement. It provides a Sample Scope of Work to utilize for submittal. This RFP and Scope of Services follows FTA's Project and Construction Management Guidelines found at [FTA Project and Construction Management Guidelines 2016 \(dot.gov\)](https://www.fhwa.dot.gov/FTA/ProjectandConstructionManagementGuidelines2016.pdf)

The prime firm in response to this RFP shall be a firm, organization or vendor licensed to conduct business in their respective disciplines in Oregon.

CCATD reserves the right to award any number of contracts it deems necessary. This RFP does not commit CCATD to award a contract. CCATD reserves the right to accept or reject any or all proposals. No proposal shall be binding upon CCATD until after a contract is executed by duly authorized representatives of CCATD and the selected firm. No minimum amount of work is implied or guaranteed under the contract.

## ***2. SCOPE OF SERVICES***

The Coos County Area Transportation District (CCATD) is requesting assistance to develop a Site Assessment and Project Concept for a Mobility Hub in Coos Transit Center &, Nevada. It includes up to three (3) project concepts to be used for determination of a suitable sites from which a selection can be made. CCATD's Board of Directors have formed an Coos Transit Center & Mobility committee that includes four Board members and three members of the public which will steer the public input process in developing the project concepts and site assessment determination. The selected consultant will facilitate community engagement throughout the process. The final product will be a project concept and site assessment report to be used by the CCATD Board of Directors for decision.

The planning and design principles will be based on input from CCATD Staff, related transit agency stakeholders, relevant planning documents, industry white papers, and transit operating needs that serve the community and visitors of the area and provide connections to support transit partners. This effort aims to create a realistic project basis for future funding, environmental review, and design development that CCATD may use to bring the project to fruition. Joint development opportunities may be considered, including mixed use, government use, housing, or other community needs dependent on site suitability. The hub should work with other multimodal facilities to intercept travelers and reduce vehicle miles traveled, greenhouse gasses, congestion, and work seamlessly with other relevant planning documents. Site assessment criteria shall be developed through review of existing plans, data to support user needs consistent with community plans, land use, and transit operating needs.

Please use the attached sample scope of work (Attachment A) for planning development and budgeting purposes (Attachment B).

### ***3. BUDGET***

Anticipated budget is \$150,000 to \$200,000.

### ***4. PROPOSAL DEADLINE***

Proposals are due by September 13, 2024 by 3:00 pm. Proposals submitted after this deadline will not be considered.

### ***5. PROPOSAL REQUIREMENTS***

#### **A. Form of Proposals (Maximum of 15 pages)**

Proposals shall include, at a minimum, the following information presented in a clear and concise format. Firms are solely responsible for the accuracy and completeness of its proposal. Resumes and the Cover Letter are not included in the 15 page count. Incomplete proposals may be rejected.

1. Cover Letter
  - a) Contact information and a signature by an authorized officer or employee of the firm.
  - b) Briefly explain firm's approach to providing excellent service.
  - c) Include a statement of acknowledgement of having received all addenda, if any are issued.
  - d) Whether or not the firm is a certified DBE or Small Business Enterprise
  - e) Age of the firm
  - f) If the annual gross receipts of the firm is less than \$1 million, less than \$5 million, less than \$10 million, or less than \$15 million.
2. Firm Profile
  - a) Provide a summary of the firm's relevant areas of expertise and experience as related to this RFP. Include a brief description of the prime firm, including number of employees and years in business, as well as the firm's overall approach and strategy to delivering collaborative solutions for complex, public sector challenges.
  - b) Provide a summary of the firm and team's past experience with similar projects.
  - c) Provide a summary of the firm and team's past experience working on projects within Coos County.
3. Project Personnel/Team
  - a) Provide an organizational chart of the team, including principal-in-charge and major support staff. Provide summary qualifications of the principal-in-charge and an overview of each key staff member.
  - b) Include background of the firm/team, number of professionals (by discipline) and support staff proposed for the project, major focus of practice, range of services and references. Provide resumes of the principal-in-charge and project lead (not included in page count) and an overview of each key staff member.
  - c) CCATD has not established a DBE goal for this contract. However, proposers are encouraged to obtain DBE participation for this contract.
  - d) Other applicable factors.

4. Relevant Experience – Prime Firm
  - a) Provide description for up to five (5) relevant projects recently completed by the prime firm that demonstrate your team’s particular strength(s) and experience. The description for each project should include the following information:
    - i. Project name and location
    - ii. Brief description of project and its relevance to the type of work CCATD has identified
    - iii. Indicate whether the prime firm was the lead consultant and provide a description of the team’s role on the project. Identify the principal-in-charge or project lead
    - iv. Client/Agency reference
    - v. Subconsultants may provide up to two (2) relevant projects
5. Project Understanding & Approach
  - a) Describe the team’s technical understanding of the project.
  - b) Identify specific methods to be used to deliver project.
  - c) Describe the team’s approach to working with community groups, public agencies, utility providers and other stakeholders on a highly controversial project that translate to solutions that meet the needs of diverse users and interests. Highlight the firm’s experience employing innovative and effective techniques for community and stakeholder engagement and mitigation strategies.
  - d) Other applicable factors.
6. Fee Proposal
  - a) The elements of the fee proposal shall include the following:
    - i. A not-to-exceed lump sum for Basic Services. Include number of hours and costs for staff proposed on the project.
    - ii. An itemization of the expected level of services to be provided by each sub-consultant, including hours of work and corresponding fees.
    - iii. An estimated fee for customary Reimbursable Expenses to be invoiced separately and considered as professional services.
    - iv. An hourly rate schedule, valid for a period of twelve (12) months following the contract execution date, for each member of the firm who will be working on the project.
  - b) The fee proposal shall be submitted separately from the proposal using the Excel spreadsheet and broken out by task (Attachment B).
  - c) The fee proposal will not be used as a selection criteria. In negotiating a contract with the successful firm, refinements to fee, scope and schedule will be jointly determined.
7. Specifically indicate any requirements in this RFP which are not acceptable or cannot be performed.
8. Specifically indicate any contract Agreement provisions (Attachment C) which are not acceptable and propose any alternative language or terms.
9. Provide a signed copy of the Lobbying Certification (Attachment D).
10. Provide a signed copy of the Certification Regarding Debarment, Suspension and other Responsibility Matters (Attachment E).
11. Provide a statement which discloses any past on-going or potential conflicts of interest that the firm may have as a result of performing the work/services.

## 6. **PROCUREMENT PROCESS**

### A. **RFP Schedule**

Release date of RFP	July 30, 2024
Deadline for Questions/Written Comments	August 20, 2024 - 3:00 p.m. PST
Response to Questions	August 23, 2024
Deadline for Submittals	September 13, 2024 – 3:00 p.m. PST
Interviews the week of, if necessary	September 16, 2024
Notification of intent to award contract	September 30, 2024
CCATD Board Approval	October 14, 2024

### B. **Addenda and Clarifications**

Any changes, additions or clarifications to this RFP will be made by amendments (addenda). Any additional supporting materials and addenda will be posted on CCATD’s website, <https://coostransit.org/current-solicitations/>.

Requests for clarifications about this RFP may be submitted at any time prior to 3:00 p.m. on August 20, 2024. Requests should be submitted in writing via e-mail to: Melissa Metz, General Manager, [mmetz@scbec.org](mailto:mmetz@scbec.org).

Responses will be posted on CCATD’s website, <https://coostransit.org/current-solicitations/>, no later than August 23, 2024.

### C. **Delivery of Proposals**

Proposers must deliver one (1) electronic version of its proposal to the Coos County Area Transportation District, Attn: Melissa Metz, via e-mail to [mmetz@scbec.org](mailto:mmetz@scbec.org), on a USB flash drive in person, via courier service to South Coast Business, 800 N Bayshore, Coos Bay, OR 97420, or regular postal mail to PO Box 1118, Coos Bay, Oregon 97420. Please mark the e-mail/envelope “RFP for Project Concept/Site Assessment for Coos Transit Center & Mobility Hub.” Proposals must be received no later than 3:00 p.m. on September 13, 2024 to be considered responsive.

A responding firm’s failure to submit proposals as required before the deadline shall cause the submittal to be disqualified.

Responding firms assume the risk of the method of dispatch chosen. CCATD assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the submittal by CCATD. Late submittals shall not be accepted nor shall additional time be granted to any responding firm.

### D. **Evaluation Process**

The submitted proposals will be reviewed and evaluated for responsiveness to the RFP in order to determine whether proposers possess the qualifications necessary to provide the goods and services.

CCATD may request clarifications of proposals directly from the proposers. CCATD reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. CCATD reserves the right to reject all proposals.

## E. Selection Criteria

CCATD staff will select the firm that staff believes will provide the best value. In reviewing the proposals and negotiating with selected firms, CCATD will consider the following evaluation criteria:

CATEGORY	MAX POINTS
Qualifications and Experience of Firm	25
Qualifications and Experience of Proposed Staff/Team	25
Project Specific Approach: Understanding of the Approach, Scope including public process and engagement, and Familiarity with Local, State and Federal Procedures	25
Operational/Organizational Approach to the Scoping, Scheduling and Quality of Delivering a Project, and References	25

If CCATD elects to interview, the submitting firms shall be notified of the interview schedule over zoom. The same attached evaluation criteria form will be used for all reviews. Failure of a firm to appear at the zoom interview will be considered non-responsive and that firm will be eliminated from any further consideration.

All evaluators may use the information submitted in the firm's proposal and presented at the interview, if applicable, to arrive at the final ranking.

## F. Negotiation and Award

CCATD reserves the right to negotiate final contract terms with any firm selected. The contract between the parties will consist of the final executed contract, the RFP together with any modifications thereto, and the awarded firm's proposal, together with any modifications and clarifications thereto that are incorporated at the request of CCATD during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, addenda to the RFP, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. The contract will then be brought to CCATD's Board of Directors with a staff recommendation for contract award. If CCATD decides to award and receives approval from CCATD's Board of Directors, the contract will be sent to the firm for signature. No proposal shall be binding upon CCATD until after the contract is executed by duly authorized representatives of the firm and CCATD.

In the event that CCATD and the selected firm fail to finalize the specifications and components for the system, or fail to negotiate a contract, CCATD will reject the selected firm's proposal. In the event of rejection, the firm shall have no right to reimbursement for costs incurred by the firm in connection with any work and negotiations. CCATD shall proceed to negotiate with the next most qualified firm or consider reposting the RFP.

## G. Contract Duration

CCATD expects the Project Concept/Site Assessment to be completed by **July of 2025**. In the event of unanticipated delays, the project timeframe may be extended at CCATD's sole discretion, for a duration adequate to accommodate such delays.

A contract may be terminated pursuant to Section 20 of CCATD's standard contract agreement (Attachment C). All project documents shall be transferred to CCATD at the time of termination and shall become the sole property of CCATD.

## ***7. TERMS, CONDITIONS, AND EXCEPTIONS***

### **A. Disadvantaged Business Enterprise (DBE) Requirements**

CCATD, 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 firms that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

### **B. Equal Employment Opportunity**

Each firm must agree that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of the 1964 Civil Rights Act and amendments, except as permitted by said laws.

### **C. Public Record/Confidential Information**

All responses become property of CCATD. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of state public records laws. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information.

CCATD will treat all information submitted in a proposal as available for public inspection once CCATD has selected a contractor. If you believe that you have a legally justifiable basis for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package. This portion of the submittal must be clearly marked "Confidential."

The final determination as to whether CCATD will assert your claim of confidentiality on your behalf shall be at the sole discretion of CCATD. If CCATD makes a determination that your information does not meet the criteria for confidentiality, you will be notified. Any information deemed to be non-confidential shall be considered a public record.

### **D. Required Review and Waiver of Objections by Responding Firms**

Responding firms should carefully review this RFP and all attachments, including but not limited to the contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by CCATD no later than the date specified above.

It is the policy of CCATD to consider fully and promptly adjudicate protests filed by bidders or prospective bidders relating to CCATD's bidding procedure, contract specifications or award of contract. Bid protest procedures can be viewed at <https://coostransit.org/current-solicitations/>.

**E. Submittal Preparation, Interview and Negotiation Costs**

CCATD shall not be responsible for and/or shall not pay any costs associated with the preparation, submittal, or presentation of any proposals, and costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

CCATD will not be liable for Federal, State, or local excise taxes.

**F. Statement of Proposal Withdrawal**

To withdraw a proposal, the Responding firm must submit a written request, signed by an authorized representative, to the Contract Coordinator. After withdrawing a previously submitted proposal, the Responding Firm may submit another proposal at any time up to the deadline for submitting proposals.

**G. Statement of Proposal Amendment**

CCATD shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by CCATD.

**H. Statement of Proposal Errors**

Responding firms are liable for all errors or omissions contained in their proposals. Responding firms shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

**I. Incorrect Statement of Proposal Information**

If CCATD determines that a responding firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the responding firm knew or should have known was materially incorrect, that submittal shall be determined non-responsive, and the proposal shall be rejected.

Any irregularities or lack of clarity in the RFP must be brought to CCATD's attention as soon as possible so that corrective addenda may be furnished to all Proposers.

Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by an addendum or an amendment to the RFP.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

Proposer understands and acknowledges that the representations above are material and important, and will be relied on by CCATD in its evaluation of a proposal. Any misrepresentation by a Proposer shall be treated as fraudulent concealment from CCATD of the true facts relating to the proposal.

**J. Assignment and Subcontracting**

The Proposer and proposed subconsultant(s) may not subcontract, transfer, or assign any portion of the contract without prior, written approval from CCATD. Each subcontractor / subconsultant must be approved in writing by CCATD. The substitution of one subcontractor / subconsultant for another may be made only at the discretion of CCATD and with prior written approval from CCATD.

Notwithstanding the use of approved subcontractor/subconsultant, the selected firm(s), if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

A proposal submitted in response to this RFP must identify any subconsultants, and outline the



contractual relationship between the awarded Proposer and each such subconsultant.

The awarded Proposer will be the sole point of contract responsibility. CCATD will look solely to the awarded Proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all of its subconsultants.

**K. Proposal of Additional Services**

If a responding firm indicates the capability and offers services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of CCATD. The cost for any such additional services shall be mutually agreed upon by the selected firm(s) and CCATD, and incorporated into the contract before contract signing.

**L. Licensure**

Before a contract pursuant to this RFP is signed, the selected firm(s) must hold all necessary, applicable business and professional licenses. CCATD may require any or all responding firms to submit evidence of proper licensure.

**M. Disclosure of Submittal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of CCATD and will not be returned. Selection or rejection of a submittal does not affect this right. All proposal information, including any detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFP by the CCATD Board, the proposals and associated materials shall be open for review by the public to the extent allowed by the *Oregon Public Records Law*. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the submittal and associated documents shall become open to public inspection.

**N. Proprietary Information**

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding firm may clearly label part of a submittal as "CONFIDENTIAL" if the responding firm thereby agrees to indemnify and defend CCATD for honoring such a designation. The failure to so label any information that is released by CCATD shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by CCATD, CCATD will notify the responding firm of the request and delay access to the material until seven (7) working days after notification to the responding firm. Within that time delay, it will be the duty of the responding firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

## SAMPLE SCOPE OF WORK

### **Mobility Hub Project Concept/Site Assessment**

#### Introduction

The goal of a Transit Center & Mobility Hub Project Concept/Site Assessment is to identify project requirements and a singular site within Coos Bay/North Bend and plan for improved access by all modes of transportation for both residents and visitors. This sample scope of work was designed to approximately fit a total budget of \$150,000 to \$200,000. This sample is intended to provide interested Consultants with a scope of work to use as a starting point and amend tasks and allow for comparable review of proposals. This scope assumes the project will focus on current and future activity centers and select a site that works in conjunction with other improvements proposed in the Coos Bay/North Bend area.

#### Scope of Work

##### **Task 1: Project Admin & Management**

This task focuses on the administrative requirements of the project and can be used to determine the project's protocols and expectations. Activities under this task include:

- Consultant will facilitate a project kick-off meeting and provide an agenda to review project goals, communication protocols, schedule, deliverables, and meeting dates.
- A Project Management Plan will be developed following the kick-off meeting to detail decisions made at the kick-off meeting.
- Bi-weekly Consultant/CCATD meetings should be held to discuss on-going progress and address any scope, schedule, or budget issues as they arise.
- Consultant shall prepare monthly invoices and progress reports.

Deliverables include:

- Draft and final project kick-off agenda
- Draft and final Project Management Plan
- Bi-weekly check-in meetings between Consultant and CCATD Project Manager with meeting minutes/action items
- Invoices

##### **Task 2: Plan Review, Shared Mobility Hub Vision, Toolkit and Planning/Design Principles**

###### **2.1 Plan and Data Review**

This task focuses on review of existing data associated with various plans and grant documents, including but not limited to the CCATD Transit Master Plan, CCATD Coordinated Human Services Plan, Coos Bay Transportation System Plan, North Bend Transportation System Plan, CTCLUSI Long Range Transportation Plan and the Coquille Indian Tribe Coordinated Health and Human Services, and other relevant planning and grant documents.

###### **2.2 Vision and Planning/Design Principles**

This task focuses on defining a Transit Center & Mobility Hub vision and summarizing key Planning/Design Principles based on existing and forecasted transit user demand. The white paper will incorporate elements such as project purpose, vision, intended outcomes, and mobility and design

principles. The Planning/ Design Principles will be based on input from CCATD Staff, related transit agency stakeholders, and industry white papers.

### 2.3 Transit Center & Mobility Hub Amenities

The Consultant will document a set of mobility hub features that should be considered at the Transit Center & Mobility hub site. These features will include a combination of elements that are customer-facing at the shared mobility hub and those elements that extend beyond the limits of the hub itself (e.g., ride sharing, car share parking, placemaking, culturally relevant design, travel training classroom, dispatch, hydrogen fueling infrastructure, fleet parking, maintenance bays and shared micromobility).

Building off information completed in previous tasks, the Consultant will prepare a toolkit of these services which will include the following information:

- Purpose
- Infrastructure Required
- Minimum Size Required
- Technology Integration Required
- Examples of Potential Applications

The toolkit will be a graphic-based that provides information on the potential transit center & mobility hub amenities.

Deliverables include:

- Vision and Planning/Design Principles White Paper
- Mobility Hub Toolkit

### Task 3: Site Selection and Suitability Assessment

Working with CCATD Staff, the project team will identify up to three potential Transit Center & Mobility Hub concepts for a suitability assessment to understand possible locations that may provide the greatest overall benefits for users of all modes of transportation. The Consultant will collect the following types of information from multiple agencies to display existing conditions around the potential mobility hub locations:

- Roadway network (shapefile)
- Transit network, including stops/stations and routes (shapefiles)
- Parcel linework (shapefile)
- Land uses and zoning (shapefile)
- Existing and planned bicycle and pedestrian facilities (shapefile)
- Shared mobility service data, as available

The Consultant will display information for this task in map formats around each potential site. A fact sheet will be prepared for each potential center & mobility hub (up to three fact sheets) that may include GIS-based map(s) of major nearby destinations; current and planned transit routes and stops; bike facilities; pedestrian facilities; significant barriers to mobility; land use and zoning; planned transportation network improvements; and major development projects in the planning or construction stages.

Deliverables include:

- Relevant data files (shapefiles)
- Suitability Assessment Report

#### Task 4: Community Engagement

This task will identify a proposed plan to engage with CCATD's Coos Transit Center & Mobility Committee and additional outreach with the community for the Mobility Hub sites under review. The engagement shall take place in two phases, both using the results of Tasks 2 and 3. The first phase of engagement will be a series of events to communicate the possible Mobility Hub amenities, as well as suitability assessment results. This should be used to inform the designation of a Transit Center & Mobility Hub location, prioritize what types of amenities should be included, and where they might be located. The second phase of engagement shall be a larger community workshop to present alternatives design concepts for the priority mobility hub site.

Activities under this task include:

- Develop a Community Engagement plan
- Organize stakeholder or community-based organization meetings to hear from people who may not normally participate in the planning processes.
- Prepare materials to be posted on the CCATD's website, social media, and develop a virtual web- map or similar platform to hear from people who may not be able to attend in-person events.
- Summarize the outreach activities and findings and present to CCATD staff, the IVMC Committee, Washoe County Commissioners, and the CCATD Board of Directors

Deliverables include:

- Draft and final Community Engagement Plan
- Materials and presentation to Coos Transit Center & Mobility Hub Committee and/or CCATD Board/Advisory Committee meetings
- Draft and final webpage and social media blast content
- Virtual web-based community input tool
- Draft and final outreach summary and findings

#### Task 5: Preferred Mobility Hub Concept Plan

Using the information developed in Task 3 and the first phase of community engagement, the Consultant will work with CCATD Staff to identify the highest priority mobility hub location to be considered for further refinement. The Consultant will develop the concept plans and planning-level cost estimates for the preferred mobility hub location. The concept will reflect elements, such as bicycle and pedestrian connections, auto access and parking configuration, wayfinding including real-time parking information, internal pedestrian circulation, transit access and circulation, micro-mobility corrals, micro-transit/shared vehicle space, hydrogen infrastructure, and other shared mobility service access and circulation. The concept will identify mobility services anticipated to be provided at the hub, as well as an assessment of the requirements associated with providing those services (i.e., infrastructure, curb space, operations, etc.) Where possible, the concept plan should focus on a low-cost, rapid implementation option and two higher cost alternatives.

Sketch plans will be illustrative in nature and thus will not reflect engineering design. Sketch plans will indicate major constraints to implementation at each site and for each feature, such as right-of-way, environmental risks, multi-agency coordination requirements, technology and infrastructure requirements. A technical memo will be prepared that contains the Mobility Hub sketch, the list of improvement projects, and the tables summarizing the improvements and opportunities for the site.

## ATTACHMENT A

Deliverables include:

- Sketch Concept for Shared Mobility Hub design
- Technical Memo with Project List and Prioritization comparison

### Task 6: Implementation and Funding Plan (optional task dependent upon budget)

The Consultant will develop an implementation plan for prioritizing improvements and implementing the preferred Mobility Hub as identified in Task 5. The Consultant will develop a more refined cost estimate for the preferred Mobility Hub that will assist CCATD Staff when applying for future grant opportunities. The plan should include documenting the steps to implementation, identifying critical pre-cursors and responsible parties. It will also identify partnership and funding opportunities that will help implement and/or fund the shared mobility hub elements. The improvements will be organized by implementation phase, which may reflect a time-frame if the hub development is tied to other improvements planned within the vicinity. Additionally, a two-page spread or similar fact sheet-like style should be used to highlight the preferred alternative, costs, and benefits that can be extracted for future grant applications.

Deliverables include:

- Implementation schedule
- List of recommended project components and access improvements
- Refined Cost Estimate for preferred Mobility Hub
- Funding plan and sources

### Task 7: Draft and Final Mobility Hub Plan

The Consultant will prepare a draft and final report collecting previously developed technical memorandums into a final, public document. The draft report will be provided with time to circulate internally for comments.

Deliverables include:

- Draft and Final Mobility Hub Plan
- Final Mobility Hub Plan

**Project Manager Contact Information** Melissa Metz, General Manager  
Email: mmetz@scbec.org

[Link to Excel Document](#)

Attachment B  
Budget Form

Columns and Rows may be added as necessary

ITEMS OF WORK	LABOR RATE	PRIME CONTRACTOR STAFFING			TOTAL TASK ORDER COST	SUBCONSULTANTS - IF APPLICABLE						TOTAL SUBCONSULTANT COST	TOTAL AGREEMENT COST
		ITEM OF WORK DESCRIPTION											
2					\$ -							\$ -	\$ -
3					\$ -							\$ -	\$ -
4					\$ -							\$ -	\$ -
5					\$ -							\$ -	\$ -
6					\$ -							\$ -	\$ -
7					\$ -							\$ -	\$ -
8					\$ -							\$ -	\$ -
9					\$ -							\$ -	\$ -
10					\$ -							\$ -	\$ -
11					\$ -							\$ -	\$ -
12					\$ -							\$ -	\$ -
15					\$ -							\$ -	\$ -
	SUB-TOTAL HOURS	0	0	0	\$ -	0	0	0	0	0	0	\$ -	\$ -
	<b>DIRECT COSTS</b>				\$ -							\$ -	\$ -
					\$ -							\$ -	\$ -
					\$ -							\$ -	\$ -
					\$ -							\$ -	\$ -
					\$ -							\$ -	\$ -
					\$ -							\$ -	\$ -
					\$ -							\$ -	\$ -
	PRIME LABOR COST	\$ -	\$ -	\$ -	\$ -							\$ -	\$ -
	TOTAL PRIME COST BEFORE MARK UP				\$ -							\$ -	\$ -
	SUBCONSULTANT MARK UP				0%							\$ -	\$ -
	TOTAL				\$ -							\$ -	\$ -
	<b>TOTAL NOT-TO-EXCEED COST</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

- Subconsultants staff and billing rates shall be in accordance with the AGREEMENT and shall be indicated in documentation of invoices.
- All hours, expenses and their distribution among staff and tasks are estimates only. This spreadsheet represents the composition of the total not-to-exceed budget for the project. In the performance of the scope of services to be provided in accordance with this budget, in accordance with the AGREEMENT, Consultant may reallocate the hours and expenses listed herein among Activities/Subactivities of the various tasks identified herein. In no event shall the not-to-exceed amount of the Agreement be exceeded.
- The positions identified above are those anticipated to be required to perform the services contemplated under the Agreement.
- The direct costs listed above are those anticipated to be expended during the term of the Agreement. However, if other direct costs are required, Consultant may bill for these items so long as the total not-to-exceed amount of the Agreement is not exceeded, and subject to Contract Administrator approval.

**ATTACHMENT C**

**AGREEMENT FOR SERVICES  
BETWEEN  
COOS COUNTY AREA  
TRANSPORTATION DISTRICT AND**

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This Agreement for Services (“Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between Coos County Area Transportation District, (“District”) and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”). District and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

- A. District has sought, by request for proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.
- B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the District to perform those services.
- C. District has authority to enter into this Agreement and the District’s General Manager has authority to execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for \_\_\_\_\_ years. CCATD reserves the right, at its sole discretion, to extend the contract term for \_\_\_\_\_ extension.

## ATTACHMENT C

### **SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.**

(a) Scope of Services. Contractor agrees to perform the services set forth in the Request for Proposals and Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services.

### **SECTION 3. ADDITIONAL SERVICES.**

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

### **SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. District shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses



## ATTACHMENT C

are disputed by District, the original invoice shall be returned by District to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by District, District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

### **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

District may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. District shall reject or finally accept Contractor's work within sixty (60) days after submitted to District. District shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to District all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that District utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

## ATTACHMENT C

### **SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.**

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where District has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, District may, by written request, require that custody of such documents or records be given to the District. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

### **SECTION 8. INDEPENDENT CONTRACTOR.**

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District. Contractor shall have no authority to bind District in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of

## ATTACHMENT C

Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

(c) Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Contractor expressly waives any claim Contractor may have to any such rights.

### **SECTION 9. STANDARD OF PERFORMANCE.**

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

### **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

### **SECTION 11. PREVAILING WAGE LAWS.**

Contractor understands, acknowledges and agrees to comply with any and all applicable state and federal laws requiring payment of prevailing wages for work performed on in connection with publicly-funded projects. Contractor and any subcontractors shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect if required by state or federal laws or regulations. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply.

## ATTACHMENT C

### **SECTION 12. NONDISCRIMINATION.**

Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

### **SECTION 13. UNAUTHORIZED ALIENS.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against District for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

### **SECTION 14. CONFLICTS OF INTEREST.**

(a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the General Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

(b) District understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of District relative to such projects. Any future position of District on such projects shall not be considered a conflict of interest for purposes of this section.

(c) District understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

## ATTACHMENT C

### **SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the General Manager, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the General Manager or unless requested by the District Attorney of District, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives District notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify District should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. District retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

### **SECTION 16. INDEMNIFICATION.**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence

## ATTACHMENT C

of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, in California design professionals are required to defend and indemnify the District only to the extent permitted by California Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. To the extent that California Civil Code Section 2782.8 applies to this Agreement, the indemnification obligations of Contractor shall be limited in accordance with that section.

## ATTACHMENT C

(e) District's Negligence. The provisions of this section do not apply to claims occurring as a result of District's sole negligence. The provisions of this section shall not release District from liability arising from gross negligence or willful acts or omissions of District or any and all of its officials, employees and agents.

### **SECTION 17. INSURANCE.**

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the General Manager. Contractor agrees to provide District with copies of required policies upon request.

### **SECTION 18. ASSIGNMENT.**

The expertise and experience of Contractor are material considerations for this Agreement. District has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." District acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

### **SECTION 19. CONTINUITY OF PERSONNEL.**

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify District of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

### **SECTION 20. TERMINATION OF AGREEMENT.**

(a) Termination for Convenience. District may terminate this Agreement, in whole or in part, at any time by giving written notice of termination to Contractor if District determines that termination is in its best interest. In the event such notice is given, Contractor shall cease immediately all work in progress. Contractor shall be paid its costs, including contract close-out costs, on work performed up to the time of termination.

## ATTACHMENT C

(b) Termination for Cause. If District notifies Contractor of a default under Section 21 "Default" and Contractor fails to cure the default within the time frame provided, District may terminate this Agreement immediately. Contractor will only be paid for Services performed in accordance with the manner of performance set forth in this Agreement.

(c) Property of District. Upon termination of this Agreement by either Contractor or District, all property belonging exclusively to District which is in Contractor's possession shall be returned to District. Contractor shall furnish to District a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

### **SECTION 21.           DEFAULT.**

In the event that Contractor is in default under the terms of this Agreement, the District may give notice to Contractor specifying the nature of the default and providing the Contractor a timeframe to cure the default. The District may hold all invoices until the default is cured. If Contractor does not cure the default to District's satisfaction in the timeframe given, the District may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the District to give notice of the Contractor's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

### **SECTION 22.           EXCUSABLE DELAYS.**

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

### **SECTION 23.           COOPERATION BY DISTRICT.**

All public information, data, reports, records, and maps as are existing and available to District as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.



**ATTACHMENT C**

**SECTION 24. NOTICES.**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Coos County Area Transportation District  
Attn: Melissa Metz, GM  
800 N Bayshore  
Coos Bay, OR 97420

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**SECTION 25. AUTHORITY TO EXECUTE.**

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

**SECTION 26. ADMINISTRATION AND IMPLEMENTATION.**

This Agreement shall be administered and executed by the General Manager or his or her designated representative. The General Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 "Amendment" and the General Manager's contracting authority under District's ordinances, rules and regulations.

**SECTION 27. AMENDMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the District. The General Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the General Manager's contracting authority under the District's ordinances, rules and regulations.

## ATTACHMENT C

All other amendments shall be approved by the District's Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

By written notice or order, District may, from time to time, order work suspension or make changes to the Services to be provided by Contractor. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, or otherwise necessitates an amendment to this Agreement, Contractor shall promptly notify District thereof within ten (10) days after the change or work suspension is ordered, and an amendment to this Agreement shall be negotiated. However, nothing in this clause shall excuse Contractor from complying immediately with the notice or order issued by District.

### **SECTION 28. BINDING EFFECT.**

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

### **SECTION 29. FEDERAL PROVISIONS.**

District will be using money received from the federal government to pay all or a part of the compensation to Contractor for the Services. The federal government requires certain clauses to be included in contracts where federal money will be used in the contract. Contractor agrees to adhere to the federally required provisions included in Exhibit "D" hereto and incorporated herein by reference. If there is a conflict between any provision in Exhibit "D" and the body of this Agreement, Exhibit "D" shall control. In addition, the Federal Highway Administration's Required Contract Clauses for Federal Aid Construction Projects (FHWA Form 1273, revised May 1, 2012; <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>) is incorporated by reference herein.

### **SECTION 30. WAIVER.**

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

## ATTACHMENT C

### **SECTION 31. LAW TO GOVERN; VENUE.**

In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Coos, Oregon where the dispute arises from Services performed in Oregon. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Coos County for Services performed in Oregon.

### **SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

### **SECTION 33. ENTIRE AGREEMENT.**

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and District prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

### **SECTION 34. SEVERABILITY.**

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

### **SECTION 35. CONFLICTING TERMS.**

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

ATTACHMENT C

COOS COUNTY AREA  
TRANSPORTATION DISTRICT

\_\_\_\_\_  
Melissa Metz  
General Manager

**ATTEST:**

\_\_\_\_\_  
Doug Veysey  
Board Chair

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTACHMENT C**

**EXHIBIT "A"  
SCOPE OF SERVICES**

DRAFT

**EXHIBIT "B"**  
**COMPENSATION**

## EXHIBIT "C" INSURANCE

A. Insurance Coverages. Contractor shall provide and maintain insurance, acceptable to the District, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Contractor shall procure and maintain the following scope and limits of insurance:

**Only the following “marked” requirements are applicable:**

**X** **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Contractor and District against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**X** **Vehicle Liability Insurance:** Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the District.

**X** **Workers' Compensation Insurance:** Workers' Compensation insurance as required by the State of California and/or Nevada and a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the District from such claim.

**X Professional Liability Insurance:** Professional liability insurance appropriate to the Contractor's profession in an amount not less than one million dollars \$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the District submit written evidence of this continuous coverage.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to District.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability and Automobile Liability Coverages.

a. District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, and their respective elected and appointed officers, officials, or employees.

b. Contractor's insurance coverage shall be primary insurance with respect to District, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

c. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to District, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the District Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against District, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Contractor furnish District with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

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

**EXHIBIT "D"**  
**FEDERAL PROVISIONS**

1. Incorporation of FTA Terms - The following 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 District requests which would cause District to be in violation of the FTA terms and conditions.
  
2. Access to Records. The following access to records requirements apply to this Agreement:
  - a. Where the District 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 District, 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.
  - b. 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.
  - c. 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 District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
  
3. Civil Rights.
  - a. *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.

b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:

- i. 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.
- ii. 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.
- iii. 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.

- c. 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.

4. Disadvantaged Business Enterprises.

- a. This Agreement 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. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The District's overall goal for DBE participation is 2.1 %. A separate goal has not been established for this procurement.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Agreement, which may result in the termination of this Agreement or such other remedy as District deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
- d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the District. In addition, the Contractor may not hold retainage from its subcontractors.
- e. The Contractor must promptly notify District whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of District.

5. 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.

6. 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 District 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 Agreement.

7. No Obligation By The Federal Government

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

8. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. 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 Agreement, 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 Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. 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.
- c. 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.

9. Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-contractor will:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

10. Patent and Rights in Data

a. *Rights in Data*

i. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

- ii. The following restrictions apply to all subject data first produced in the performance of the Agreement:
  1. Except for its own internal use, the District or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the District or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
  2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
    - a. Any subject data developed under this Agreement, whether or not a copyright has been obtained; and
    - b. Any rights of copyright purchased by the District or Contractor using Federal assistance in whole or in part provided by FTA.
  3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the District and the Contractor performing experimental, developmental, or research work required by the Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Agreement, is not completed for any reason whatsoever, all data developed under the Agreement shall become subject data as defined in subsection (i) of this clause and shall be delivered as the

Federal Government may direct. This subsection (iii), however, does not apply to adaptations of automatic data processing equipment or programs for the District or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

4. Unless prohibited by state law, upon request by the Federal Government, the District and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the District nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
  5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
  6. Data developed by the District or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Agreement is exempt from the requirements of subsections (2), (3), and (4) of this clause, provided that the District or Contractor identifies that data in writing at the time of delivery of the contract work.
  7. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- iii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the District and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in 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.

- iv. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

b. *Patent Rights*

- i. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the District and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- ii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the District and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in 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.
- iii. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

11. Suspension and Debarment

- a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- b. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to District, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Clean Air - 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 District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
13. Clean Water - 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 District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
14. Lobbying – Contractor 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 District, 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.

**Attachment D**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

*(To be submitted with each bid or offer exceeding \$100,000)*

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The 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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**Attachment E**

**Certification regarding Debarment and Suspension**

The undersigned bidder or proposer certifies that its principals, affiliates, and subcontractors (if any) are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

This certification is a material representation of fact relied upon by CCATD. If it is later determined by CCATD that the undersigned knowingly rendered an erroneous certification, in addition to remedies available to CCATD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The undersigned 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 bid or offer is valid and throughout the period of any contract that may arise from this bid or offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_ Signature of Authorized Official

\_\_\_\_\_ Name and Title of Authorized Official

\_\_\_\_\_ Date