

November 5, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of Contract 30732-CC with  
Ride Connection, Inc. to Provide Funding for Rides Provided by  
Members of the Clackamas County Transportation Consortium**

<b>Purpose/Outcomes</b>	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
<b>Dollar Amount and Fiscal Impact</b>	Contract total is \$694,682. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund (STF) and Tri-County Metropolitan Transportation District of Oregon (Tri-Met).
<b>Funding Source</b>	State of Oregon, STF and Tri-Met General funds. No County General Funds are involved
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	012314-A1 Approval to Apply
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7459

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of Contract 30732-CC with Ride Connection, Inc. This contract provides funding for rides provided throughout the County by members of the Clackamas County Transportation Consortium. This contract will provide continued funding to reimburse members of the Clackamas County Transportation Consortium for transportation services they provide to Clackamas County seniors and persons with disabilities during fiscal year 2015-16. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Centers located in Canby, Estacada, Gladstone, Hoodland/Welches, Lake Oswego, Milwaukie, Molalla, Oregon City, and Sandy provide rides in lift equipped mini-buses to residents in their service area. The transportation services provided by senior centers are primarily to the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. However, the Centers also provide transportation for shopping, personal business, and medical appointments in their local area. Some centers, using ODOT/STF Formula funds, use taxis to provide transportation to medical facilities outside their service area. The TRP program provides rides in either a lift equipped mini-

buses or mini-van driven by paid staff or in privately owned autos driven by volunteers. TRP provides transportation throughout the county and to medical facilities located in the Portland-metro area. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. In general, transportation is provided weekdays between 8:00 am and 5:00pm.

This contract is late due to Ride Connection not being able to release contracts/modifications to its sub-contractors until their funding source released their contract. This resulted in the delay of Ride Connection sending out its contracts for FY15-16. The contract was approved by County Council on October 20, 2015.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director

**RIDE CONNECTION, INC.**  
**PROFESSIONAL SERVICES CONTRACT**

Contract No. 30732-CC

This contract is by and between RIDE CONNECTION, Inc., an Oregon nonprofit corporation (hereinafter "RIDE CONNECTION") and Clackamas County, by and through Health, Housing, and Human Services Department, Social Services Division, (hereinafter "Contractor").

1) TERM

The term of this contract shall be from July 1, 2015 through June 30, 2016, unless terminated sooner under the provisions of this contract.

2) COMPENSATION

RIDE CONNECTION agrees to pay Contractor a maximum of \$694,682.39 and Contractor agrees to pay a maximum match of \$5,195.11 as outlined in Exhibit B1. Contractor will bill Ride Connection in accordance with Exhibit F, which is attached hereto and made part of this contract.

All Contractor invoices shall be sent directly to RIDE CONNECTION and shall contain a reference to the contract number and date services were furnished. Reimbursement to Contractor will be made either quarterly or monthly upon receipt of funding from Oregon Department of Transportation or TriMet.

3) STF REQUIREMENTS

RIDE CONNECTION and Contractor enter into this contract for the purpose of providing contracted transportation services to seniors and persons with disabilities residing in the Boring area in Clackamas County affected by the withdrawal of TriMet services and to support contracted transportation service for Ride Connection. RIDE CONNECTION and Contractor have submitted an operating proposal grant application for Special Transportation Formula Funds (STF). Contractor's proposal is attached and incorporated herein as Exhibit E1.

- a) Contractor agrees to provide the service and activities in accordance with ORS Chapter 391, the Section's requirements, and Administrative Rules.
- b) Contractor agrees to specifically address STF moneys in its annual audits. If requested by RIDE CONNECTION, Tri-County Metropolitan Transportation District of Oregon (TriMet) or the Oregon Department of Transportation (ODOT), Contractor shall provide a copy of those audit reports. RIDE CONNECTION, TriMet, or Oregon Department of Transportation may request additional information including, but not limited to, audits of specific projects or services. Contractor will adhere to financial management procedures in accordance with Oregon and other applicable laws, and specifically as provided by ORS 391.800 through 391.830 and OAR Chapter 732.

4) VEHICLE PROVISIONS

Ride Connection operates a program in the state of Oregon, funded by TriMet and ODOT for the management and operation of Ride Connection owned vehicles (listed in Exhibit D1, dated 7/1/2015, incorporated by reference).

- a) Contractor must utilize the vehicle(s) for the purpose of enhancing transportation services for people with disabilities and/or seniors living in the tri-county area.
- b) Ride Connection makes the vehicles listed in Exhibit D1 available to Contractor on terms and conditions stated herein.
- c) Contractor shall pay for all expenses necessary for the proper execution and completion of all service including, but not limited to, keeping the vehicle(s) and equipment in good condition and any other expenses associated with operating the equipment.
- d) Contractor shall be financially responsible for returning the equipment and vehicle(s) listed in Exhibit D1 at the end of its useful life.
- e) In no event shall Ride Connection pay for maintenance or repair of the equipment and vehicle(s) during the term of this agreement, except such maintenance as may be allotted in Exhibit D1.
- f) In the event of major mechanical breakdown, Contractor shall tow the vehicles listed in Exhibit D1 to an appropriate facility and report the problem to Ride Connection.
- g) Contractor must obey all laws in using the vehicle(s) and equipment and must only allow licensed, insured, and Ride Connection approved drivers to operate the vehicles.
- h) Contractor must keep the vehicles listed in Exhibit D1 free of liens and encumbrances.
- a) All drivers of the vehicles under this agreement shall participate in certified training sessions to ensure safety of operations. Ride Connection provides training sessions to meet this requirement.
- b) Ride Connection, ODOT, and TriMet reserve the right to inspect the vehicles at any time.

5) FEDERAL REQUIREMENTS

- a) This contract is funded in part under a financial assistance agreement between Oregon Department of Transportation and the U.S. Department of Transportation, Federal Transit Administration ("FTA"). This contract is subject to all provisions prescribed for third party contracts by the financial assistance agreement, including, but not necessarily limited to, the provisions in Exhibit "A" (FEDERAL REQUIREMENTS), which is attached hereto, and made a part of this contract.
- b) This Contract is funded in part under financial assistance agreement between the Oregon Department of Transportation (ODOT) and RIDE CONNECTION, Inc. This contract is subject to all provisions prescribed for third party contracts by the financial assistance agreement, including, but not necessarily limited to, the provisions in The United States of America Department of Transportation Federal Transit Administration Master Agreement, which is made part of this contract. The FTA Master Agreement is available from the Federal Transit Administration at <http://www.fta.dot.gov> or from Ride Connection upon request.

- c) Contractor shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with OAR Chapter 125 for the Oregon Department of Administrative Services and ORS and in conformance to FTA Circular 4220.1E, *Third Party Contracting Requirements*, ensuring that:
  - a) All applicable clauses required by Federal Statute, executive orders and their implementing regulations are included in each competitive procurement;
  - b) All procurement transactions are conducted in a manner providing full and open competition;
  - c) Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
  - d) Contracts will not exceed a period of five years without prior approval of FTA, and;
  - e) Construction, architectural and engineering procurements are based on Brooks Act procedures unless the State of Oregon has adopted a statute that governs such procedures.
- d) Exhibit D, the Lobbying Certificate is incorporated and made part of this agreement.
- e) Contractor is responsible for submission of any draft subagreements and contracts associated with this Agreement to Ride Connection for Review and approval. Best Practices Procurement Manual, a technical assistance prepared by the FTA, is available on the FTA website: <http://www.fta.dot.gov>.

6) CONTRACTOR IS AN INDEPENDENT CONTRACTOR

Contractor shall be an independent Contractor for all purposes, and shall be entitled to no compensation from RIDE CONNECTION other than the compensation provided for under this contract. Neither Contractor, nor its officers, directors, employees, subcontractors or volunteers shall hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection or Oregon Department of Transportation for any purpose whatsoever. Contractor will exclusively responsible for all costs and expenses relating to its employment of individuals to perform under this agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding.

7) LIABILITY

Notwithstanding any other agreements, Contractor agrees to defend, hold harmless, and indemnify RIDE CONNECTION, Oregon Department of Transportation and its members, the State of Oregon, TriMet and its members and the Oregon Transportation Commission and its members against any legal liability with respect to bodily injury, death, and property damage arising from the negligence of Contractor during its use of the property owned or registered to RIDE CONNECTION or in performance of the Services.

## 8) INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents; from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of Contractor, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

## 9) HOURS OF EMPLOYMENT

Pursuant to ORS 279.316 and ORS 279.334, all laborers shall be paid at least time and a half for all overtime in excess of forty (40) hours in any one week and for all work performed on legal holidays, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209 from receiving overtime.

## 10) WORKERS' COMPENSATION

- a) The Contractor, its subcontractors, if any, and all employees working under this contract are subject employees under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers, unless they are exempt under ORS 656.126. Contractor shall indemnify Ride Connection and Oregon Department of Transportation including reasonable attorney's fees for breach of this provision.
- b) Contractor warrants that all persons engaged in contract work and subject to the Oregon workers' compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Contractor shall indemnify RIDE CONNECTION for any liability incurred by RIDE CONNECTION as a result of Contractor's breach of the warranty under this Paragraph.

## 11) WARRANTIES

Contractor warrants that all use of capital purchased under this contract will meet or exceed standards and requirements set forth in this contract. If RIDE CONNECTION discovers a breach of that warranty within one (1) year after final payment under this contract and gives Contractor written notice of that breach within a reasonable time after discovery, Contractor shall remedy the breach promptly and at no cost to RIDE CONNECTION.

## 12) ASSIGNMENT

Contractor may not assign, delegate, or subcontract for performance of any of its responsibilities under this contract without RIDE CONNECTION's prior written consent.

### 13) LABOR AND MATERIAL

Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Services, all at no cost to RIDE CONNECTION other than the compensation provided for in this contract.

### 14) AVAILABILITY OF WORK AND DOCUMENTS

In addition to the rights of inspection provided for under other provisions of this Agreement, Contractor and any organization acting on the Contractor's behalf, will permit Ride Connection, Oregon Department of Transportation, the Public Transit Division, the Secretary of State of the State of Oregon, or TriMet or their authorized representatives, upon reasonable notice, access to all books, documents, papers, data and records relating to the transportation system supported in whole or part by the STF or any other funding provided by ODOT or TriMet, and will allow inspection of the Project supported in whole or part by the STF or other funding provided by TriMet including, but not limited to, the physical premises and Capital Items used to deliver transportation services.

In accordance with the foregoing, Contractor and any organization acting on the Contractor's behalf shall make copies of the applicable records available to Ride Connection, Oregon Department of Transportation, the Public Transit Division, or the Secretary of State of the State of Oregon and TriMet upon their request.

### 15) RECORD RETENTION

Contractor shall keep complete records pertaining to the requirements and performance of this Agreement, and shall maintain such records for at least six years after Ride Connection's final disbursement of funds or until the completion of any litigation arising under this Agreement, whichever is later. The rights of inspection granted under paragraph 13 shall extend through the retention period.

### 16) FUNDING LIMITATION

Contractor understands that funds to pay for Contractor's performance under this contract are anticipated to be made available to RIDE CONNECTION from Oregon Department of Transportation or TriMet. All funds must be approved and administered by Oregon Department of Transportation or TriMet. RIDE CONNECTION's obligation hereunder is payable from funds that are appropriated and allocated by Oregon Department of Transportation or TriMet for the performance of this contract. If funds are not allocated, or ultimately are disapproved by Oregon Department of Transportation or TriMet, RIDE CONNECTION may terminate or suspend Contractor's Services without penalty. RIDE CONNECTION shall notify Contractor promptly in writing of the non-allocation, delay, or disapproval of funding. RIDE CONNECTION shall not be liable for damages in connection with this contract on

account of delay in payments to Contractor due to RIDE CONNECTION's lack of available funds from Oregon Department of Transportation or TriMet.

#### 17) TERMINATION FOR CONVENIENCE

RIDE CONNECTION may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this Paragraph shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this Paragraph, Contractor shall be entitled to payment in accordance with the terms of the contract for Services completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this Paragraph, Contractor shall submit an itemized invoice for all unreimbursed Services completed before termination and all contract close-out costs actually incurred by Contractor. RIDE CONNECTION shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

#### 18) TERMINATION BY CONTRACTOR

Contractor may terminate this agreement, upon delivery of written notice of termination to Ride Connection, or at a later date established by Contractor in the written notice, if:

- a) The requisite local funding to continue the project becomes unavailable to Contractor or
- b) Federal or State laws, rules, regulations, or guidelines are modified or interpreted in such a way that the project is no longer allowable or no longer eligible for funding under this Agreement.

#### 19) TERMINATION FOR DEFAULT

If Contractor fails to strictly perform in the manner called for in this contract (including without limitation failure of Contractor to follow procedures set forth in the RIDE CONNECTION OPERATION MANUAL FOR TRANSPORTATION MANAGERS) or if Contractor fails to comply with any other provisions of the contract, RIDE CONNECTION may terminate this contract for default. If the default produces serious safety issues, as determined in the sole discretion of RIDE CONNECTION, then RIDE CONNECTION may immediately and without notice obtain possession and control of any RIDE CONNECTION vehicle used by Contractor to provide the Service. For all other defaults, RIDE CONNECTION shall deliver notice of intent to terminate this contract to Contractor, and Contractor shall have a reasonable period of time (not to exceed 15 days) to cure such default, after which this contract shall be terminated unless cured to the reasonable satisfaction of RIDE CONNECTION. Contractor shall be paid the contract price only for Services performed in accordance with the manner of performance set forth in this contract. If it is later determined by RIDE CONNECTION that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, RIDE CONNECTION may allow Contractor to continue work, or may treat the termination as a termination for convenience.

## 20) NON-DISCRIMINATION

During the term of this contract, Contractor, Subrecipient, or Subcontractor shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 USC §200d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Contractor, Subrecipient, or Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sexual orientation, sex, age, national origin, political affiliation, marital or veteran status, sensory, mental or physical disability, gender identity, genetics or any other characteristic protected by law and shall not discriminate against any person on the basis of any of the above in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of State-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Ride Connection deems appropriate.

## 21) JURISDICTION

This contract shall be governed by the laws of the State of Oregon, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon and to the venue of the Multnomah County Circuit Court.

## 22) COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall adhere to all applicable federal, state, and local laws, regulations, and policies, including, but not limited to, those related to workers' compensation, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, non-discrimination, and affirmative action, including but not limited to those regulations implementing Executive Order Number: 11246 of the President of the United States and section 402 of the Vietnam Readjustment Act of 1973. Contractor shall comply with provisions required in public contracts under ORS Chapter 279, civil rights laws and all requirements established by the Americans with Disabilities Act of 1990, 49 CFR 27 and FTA regulations at 49 CFR Parts 37 and 38. Contractor shall adhere to all safety standards and regulations established by Oregon Department of Transportation and RIDE CONNECTION for Services performed on its premises or under its auspices.

## 23) INTEGRATION AND MODIFICATION

This contract and the ODOT application submitted by Contractor in connection herewith contain the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. To the extent this contract and the ODOT application conflict, the terms of this contract shall govern. This contract may be modified only by a written agreement signed by authorized representatives of the parties.

## 24) NOTICES AND COMMUNICATIONS

- a) All notices and other communications concerning this contract shall be written in English and shall bear the number assigned to this contract by RIDE CONNECTION. Notices and other communications may be delivered personally, by telegram, by facsimile, or by regular, certified, or registered mail.
- b) A notice to RIDE CONNECTION will be effective only if it is delivered to RIDE CONNECTION's Executive Director, 9955 NE Glisan St., Portland, OR 97220 or to another individual specifically designated by this contract or by RIDE CONNECTION in a subsequent written notice to Contractor. A notice to Contractor will be effective if it is delivered to the individual who signed this contract on behalf of the Contractor at the address shown with that signature, or to another individual designated by Contractor in this contract or in a written notice to RIDE CONNECTION. Communications other than notices will be effective if delivered to a person designated under this paragraph for receipt of notices or to the project manager for the party receiving the communication if that project manager has been designated by this contract or by written notice to the other party.

## 25) INSURANCE

- a) During the term of this contract, Contractor shall purchase and maintain any insurance required by this contract. Policies shall be purchased only from companies that are authorized to do business in Oregon, unless Contractor is adequately self-insured. Contractor shall furnish acceptable certificates of insurance to RIDE CONNECTION with ten (10) days after award of this contract, and prior to commencement of any Services. Contractor shall indemnify RIDE CONNECTION for any liability or damages that RIDE CONNECTION may incur due to Contractor's failure to purchase or maintain any required insurance. Contractor agrees to be responsible for the risk of loss, damage or destruction of RIDE CONNECTION vehicle(s) during the term of this Agreement and until the vehicle(s) is/are returned to RIDE CONNECTION.
- b) Contractor shall pay all premiums and deductibles required to provide the following:
  - i) Oregon statutory workers' compensation and \$500,000.00 employer's liability coverage.
  - ii) Commercial general liability insurance covering bodily injury, death, and property damage. This coverage shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis, with not less than the following limits:
    - (1) Bodily Injury, Death, and Property Damage: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
  - iii) Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:
    - (1) Bodily Injury, Death, and Property Damage: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

- iv) Contractor shall pay all deductibles for vehicles.
  - v) If any of the required insurance policies is on a "claims made" basis, such as Professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- c) The insurance required under this Paragraph shall:
- i) Include RIDE CONNECTION, and the State of Oregon, Oregon Department of Transportation, Oregon Transportation Commission, the Public Transit Section, TriMet and each of their respective directors, officers, representatives, agents, and employees as additional insureds with respect to work or operations connected with the contract. Auto insurance shall include RIDE CONNECTION and Oregon Department of Transportation, Public Transit Division as additional insured;
  - ii) Require the insurer to give RIDE CONNECTION not less than thirty (30) days notice prior to termination or cancellation of coverage; and
  - iii) Include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by RIDE CONNECTION may be called in to contribute to payment for a loss.
- d) It is agreed to the extent permitted by law that the Contractor's self insurance shall meet the obligations set forth under this Agreement Section 25a,b and c.

26) PROMPT PAYMENT

Contractor shall make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the Services provided for in this contract.

27) INCOME TAX WITHHOLDING

Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

## 28) SAFETY

In addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are determined to be applicable to performance of this contract by RIDE CONNECTION's Safety/Training Coordinator, including without limitation RIDE CONNECTION OPERATION MANUAL FOR TRANSPORTATION MANAGERS.

## 29) SUBCONTRACT PROVISIONS

Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work. Contractor shall not be relieved of any responsibility for performance of Contractor's duties under this Agreement, regardless of any subcontract entered into. Contractor shall require any subcontractor performing services under this Agreement to comply with ORS 391.800 through 391.830, OAR Chapter 732 Divisions 5 and 15, as may be amended, and this Agreement and shall enter into a written agreement with each subcontractor that incorporates those requirements. Contractor shall specifically include in all subcontracts a requirement that the subcontractor shall be bound by the following paragraphs of this Agreement as if the subcontractor were the Contractor: 4B, 8, 14, and 15.

## 30) PROHIBITED INTERESTS

- a) No RIDE CONNECTION board member, officer, employee, or agent shall have any direct or indirect interest in this contract or its proceeds during or within one year after that person's tenure with RIDE CONNECTION.
- b) Except for unsolicited gifts of nominal value given for advertising purposes, no RIDE CONNECTION board member, officer, employee, or agent shall solicit or accept, and Contractor shall not offer or give to any RIDE CONNECTION board member, officer, employee, or agent, any gratuities, favors, or anything of monetary value in connection with this contract.
- c) No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

## 31) COMPUTATION OF TIME

Time periods measured in days shall be computed by excluding the day upon which the period begins to run and including the last day of the period unless the last day is Saturday, Sunday, or a legal holiday as defined in ORS 187.010 or ORS 187.020. If the last day of the period is a Saturday, Sunday, or legal holiday, the period shall run until, and shall include, the next day that is not a Saturday, Sunday, or legal holiday. All time periods measured in days shall be based upon calendar days.

32) AUDIT AND EXAMINATION OF RECORDS

- a) Contractor shall maintain a complete set of records relating to this contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of RIDE CONNECTION, TriMet, Oregon Department of Transportation, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of six (6) years after final payment under this contract.
- b) Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that RIDE CONNECTION, TriMet, Oregon Department of Transportation, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of six (6) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- c) The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between RIDE CONNECTION, TriMet, Oregon Department of Transportation and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.
- d) RIDE CONNECTION, Oregon Department of Transportation, TriMet or a duly authorized representative of RIDE CONNECTION, Oregon Department of Transportation, or TriMet shall at any time during this contract, have access for the purpose of conducting a performance audit, as per Section 4B.13.

33) REPORTING REQUIREMENTS

Contractor shall submit monthly cost and performance data to Ride Connection via the established process, in accordance with Exhibit C1. Reports shall be due within 20 days following the end of each month, or as otherwise directed by Ride Connection. Ride Connection may require additional reporting information from the Contractor, at Ride Connection's sole discretion.

### 34) SEVERABILITY

If a provision of this contract is found by a court of competent jurisdiction to be unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. The parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are affected.

### 35) WAIVER AND NONWAIVER

- a) A waiver by one party of a right to a remedy for breach of this contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. RIDE CONNECTION's acceptance of goods or services, or payment under this contract, shall not preclude RIDE CONNECTION from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this contract.
- b) The parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

### 36) ENVIRONMENTAL VIOLATIONS

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329)

### 37) PARAGRAPH HEADINGS AND OTHER TITLES

The parties agree that paragraph headings and other titles used in this contract are for convenience only, and are not to be used to interpret this contract.

### 38) ATTORNEY FEE PROVISION

If suit or action is instituted to enforce any of the terms or provisions of this contract, the prevailing party shall be entitled to its reasonable attorney fees, costs and disbursements.

### 39) AUTHORITY

The representative signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this contract.