



Public notice was given to *The Register-Guard* for publication on May 3, 2017.

**LANE TRANSIT DISTRICT
BOARD OF DIRECTORS
FINANCE COMMITTEE MEETING**

**Monday, May 8, 2017
4:00 p.m.**

**LTD Board Room
3500 East 17th Avenue, Eugene (in Glenwood)**

(No public testimony will be heard at this meeting.)

AGENDA

	<u>Page</u>
I. CALL TO ORDER	
II. ROLL CALL	
<input type="checkbox"/> Wildish <input type="checkbox"/> Necker <input type="checkbox"/> Yeh	
III. APPROVAL OF MEETING MINUTES (1 minute)	2
• Minutes of the April 10, 2017, LTD Board Finance Committee meeting	
IV. REVIEW OF CONTRACTS TO BE APPROVED BY THE BOARD (60 minutes) [Collina Washington]	4
V. NEXT MEETING	
VI. ADJOURNMENT	

The facility used for this meeting is wheelchair accessible. If you require any special physical or language accommodations, including alternative formats of printed materials, please contact LTD’s Administration office as far in advance of the meeting as possible and no later than 48 hours prior to the meeting. To request these arrangements, please call 682-5555 (voice) or 7-1-1 (TTY, through Oregon Relay, for persons with hearing impairments.

MINUTES OF MEETING
LANE TRANSIT DISTRICT BOARD OF DIRECTORS
FINANCE COMMITTEE

Monday, April 10, 2017

Pursuant to notice given to *The Register-Guard* for publication on April 6, 2017, and distributed to persons on the mailing list of the District, the Board Finance Committee for the Lane Transit District held a meeting on Monday, April 10, 2017, beginning at 11:00 a.m., at the LTD Conference Room B, 3500 E. 17th Avenue, Eugene, Oregon.

LTD Board Finance Committee

Present: Gary Wildish
Carl Yeh
Ed Necker

LTD Staff: A.J. Jackson, General Manager (via telephone)
Assistant General Manager Administrative Services Roland Hoskins
Purchasing Manager Collina Washington
Compliance Manager Debera Massahos

Others: Dwight Purdy, Legal Counsel
Don Churnside, Attorney

CALL TO ORDER/ROLL CALL: Mr. Wildish called the meeting of the Board Finance Committee to order and called the roll.

CONTRACT REVIEW: Ms. Washington explained that this agenda item would introduce contracts that would come before the Board for approval. She said that she had anticipated the RideSource contract would be available, but the inquiry period had been extended and staff were now reviewing proposals for responsiveness. She said that there were three respondents to the request for proposals (RFP) and those applications included a significant amount of confidential and proprietary information. She said that she anticipated that the information would be presented to the Board at its May 2017 regular meeting, along with an award recommendation from Ms. Jackson and any other pertinent information. She explained that two intergovernmental agreements (IGA) also would go to the Board, one of which related to a fiber exchange with the City of Eugene that would allow the City to use a portion of the fiber that LTD was installing as part of the West Eugene EmX Extension (WEEE) project in exchange for a waiver of franchise fees that would normally be charged. She explained that the City was currently reviewing the IGA to assure that LTD's valuation of the fiber use was the equivalent of the waiver of fees.

In response to a question from Mr. Yeh, Ms. Washington explained that the franchise fee was charged by the City to organizations that used its fiber. LTD was installing fiber as part of the WEEE project and in exchange for connecting to the City's system would allow the City to use a portion of the fiber in lieu of paying a franchise fee for the connection. She said that the IGA would be for a period of time, at the end of which it was likely that new technology and infrastructure would make it obsolete.

Mr. Hoskins said that the franchise fee was to compensate the public for private commercial use of public infrastructure.

Mr. Wildish observed that if LTD owned the fiber it was also liable for maintenance, repair, and upgrades. He expressed concern that the District, because it owned the fiber, was getting into the communications business when its purpose was transit. Ms. Washington said that it was not unusual for a transit district to install fiber as part of a project as it was necessary for operations and communications along the corridor. She said that the IGA would include mutual indemnification. She said the partnership with the City would benefit both parties and any IGA would undergo a thorough review by legal counsel before it went before the Board for approval.

Ms. Jackson asked if the Board wanted a cost/benefit analysis on such projects in the future. Mr. Wildish said that would be helpful and that his concern was whether it would benefit the District to own the fiber and be responsible for maintenance and repair instead of paying for the use of infrastructure the City owned. Mr. Hoskins said that staff could research the issue as it had been addressed several years ago when the original City infrastructure was built.

Mr. Yeh stated that he understood Mr. Wildish's concern about LTD getting into business not pertaining to transit and also could see the benefits of LTD's strategy since the District was so dependent on fiber.

Mr. Hoskins said that staff and legal counsel would review the IGA to assure that the District was protected.

Mr. Wildish expressed that as a Board member he wanted to understand the implications and impact on LTD in such an arrangement.

APPROVAL OF MEETING MINUTES: Mr. Yeh, seconded by Mr. Necker, moved to approve the January 26, 2017, LTD Finance Committee minutes as submitted. The motion passed unanimously, 3:0.

EXECUTIVE (NON-PUBLIC) SESSION PURSUANT TO ORS 192.660(2)(E), to conduct deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(h), to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Mr. Yeh, seconded by Mr. Necker, moved that the Board Finance Committee meet in Executive Session pursuant to ORS 192.660(2)(E), to conduct deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(h), to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

The committee entered executive session at 9:30 a.m.

ADJOURN: Mr. Wildish adjourned the meeting at 11:48 a.m.

(Recorded by Lynn Taylor)

AGENDA ITEM SUMMARY

DATE OF MEETING: May 8, 2017

ITEM TITLE: CONTRACT APPROVALS AND RECOMMENDATIONS TO THE BOARD

PREPARED BY: Aurora Jackson, General Manager

ACTION REQUESTED: None. Review and Recommendation.

BACKGROUND:

At its March 15 regular Board meeting, the Board approved resolution No. 2017-03-15-011 requiring them to authorize all contracts exceeding \$149,999. The purpose of this agenda item is to review the contracts proposed for approval by the Board and thereby make recommendations on each contract to the Board

- ATTACHMENTS:**
- 1) CONTRACT – Janitorial Services and Supplies for Glenwood and RideSource Facilities
 - 2) CONTRACT AMENDMENT – Janitorial Services and Supplies for Eugene Station, Springfield Station, Neighborhood Stations, and EmX Stations
 - 3) CONTRACT – Landscape Services for District Facilities
 - 4) CONTRACT – On-call Contracting Services for LTD Facilities
 - 5) CONTRACT – Facilities Maintenance Building and Bus Lot Expansion
 - 6) CHANGE ORDER – Wildish Building Company CM/GC for West Eugene EmX Project
 - 7) CONTRACT APPROVAL – University of Oregon Graduate Student and Faculty Group Pass

PROPOSED MOTION: None.

AGENDA ITEM SUMMARY

DATE OF MEETING: May 17, 2017

ITEM TITLE: CONTRACT – JANITORIAL SERVICES AND SUPPLIES FOR GLENWOOD AND RIDESOURCE FACILITIES

PREPARED BY: Joe McCormack, Director of Facilities Management; Collina Washington, Procurement Manager

ACTION REQUESTED: Approval

PURPOSE/OBJECTIVE: This action will authorize the general manager to enter into contract with Ninfa's Elite Janitorial Service to provide janitorial services for LTD's Glenwood and RideSource facilities.

DESCRIPTION/JUSTIFICATION: Daily, weekly, and monthly professional cleaning is needed in the business office and production areas of the District. Entrances and lobbies should have bright, spotless surfaces, and a neat reception area. As soon as guests or customers arrive, a good first impression must be made. Proper hard floor surface maintenance and daily carpet care, to make sure all high-traffic public areas are safe and inviting. Offices, workstations, and conference rooms are where most of each day's activity can be found, and keeping them free of dirt and germs is essential to employee health and well-being. From dusting to waste removal, workplaces should be clean. In shared, commonly used areas such as break rooms and restrooms, keeping a clean, sanitary space is of the utmost importance. To stop odors, maintain excellent indoor air quality, and make sure workplace health hazards steer clear, sanitization services must be superior and effective throughout the buildings.

CONTRACT HISTORY: Ninfa's Elite Janitorial Service is the incumbent on-call janitorial service provider. Their current contract expires on May 31, 2017.

PROCUREMENT IMPACT: On March 17, 2017, LTD let Requests for Proposals No. 2017-02 seeking qualified contractors or teams capable of providing cleaning services for its Glenwood and RideSource facilities. Proposals were due on April 25, 2017, by not later than 11:00 AM (Pacific).

A single responsive and responsible proposal was received from Ninfa's Elite Janitorial Service. In accordance with established governmental procurement practice, potential proposers who had expressed an interest in proposing were contacted to verify that the specification was not unduly restrictive and that the solicitation did not require modification in a manner that would result in greater competition. There was no response provided that led staff to believe that competition was restricted in any manner. The file was documented accordingly (see attached).

POLICY IMPACT:

1. Oregon Public Contracting Code and LTD's Purchasing Policy Rules require that such services be obtained utilizing a competitive solicitation process.
2. LTD Resolution No. 2017-03-15-011 requires that contracts exceeding \$149,999 must be presented to the Board of Directors for approval.

AGENDA ITEM SUMMARY

LTD Solicitation No. 2017-02

Janitorial Services – Administrative Buildings

Page 2

3. Within the “What Drives Us” Mission Statement; LTD has committed to “practicing safety and maintaining safe and accessible vehicles, services, and facilities”. Maintaining a safe and health workplace and environment for visiting public and customers is a core service the LTD Facilities Management Division provides. Janitorial services is a critical component of those services.

ECONOMIC IMPACT: The contract will be for a base term of two (2) years, with three (3) additional option years, for a maximum contract term of five (5) years. The annual cost for these services begins at \$67,617.00; with a possible total contract value of \$410,085.00 over the five years. This is a 15.7% decrease over the current contract value.

TERMINATION TERMS: In accordance with federal procurement guidelines, the contract includes the model clauses related to termination for cause and termination for convenience.

FUNDING SOURCE: Janitorial Services are budgeted as an element of the Facilities Management division’s operating budget. The contract amounts are within budget.

REQUIRED REPORTING: None

RECOMMENDATIONS: Authorize the General Manager to enter into the contract with Ninfa’s Elite Janitorial Service.

ALTERNATIVES: Re-solicit for janitorial services; hire in-house janitorial staff

ATTACHMENTS: Contract 2017-02; 2017-02 No-Bid Documentation; Resolution No. 2017-04-19-016

PROPOSED MOTION: Resolution No. 2017-04-19-016: Be it resolved that the Lane Transit District Board of Directors approves contract 2017-02; 2017-02 No-Bid Documentation and authorizes the General Manager, or her designee, to: (a) negotiate and enter into a contract with Ninfa’s Elite Janitorial Service for the purpose of providing janitorial services for LTD’s Glenwood and RideSource facilities in an amount not to exceed \$410,085.00; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10 percent of the initial contract price or \$150,000, whichever is less.

**CONTRACT BETWEEN LANE TRANSIT DISTRICT AND
NINFA'S ELITE JANITORIAL SERVICES FOR THE PROVISION OF JANITORIAL
SERVICES AT THE GLENWOOD AND RIDESOURCE FACILITIES**

LTD CONTRACT NO. 2017-02

This Contract is made and entered into this ____ day of _____, 2017 ("Effective Date") between the LANE TRANSIT DISTRICT ("LTD"), a regional transportation district and a political subdivision of the State of Oregon, and NINFA'S ELITE JANITORIAL SERVICE ("Ninfa's" or "CONTRACTOR"), a corporation organized pursuant to the laws of the state of Oregon. LTD and CONTRACTOR may hereinafter from time to time be referred to as "Party" or "Parties".

RECITALS

WHEREAS, LTD desires to enter into a Contract with CONTRACTOR to provide janitorial services and supplies for LTD's Glenwood and RideSource Facilities as described in LTD Solicitation No. 2017-02 ("the solicitation"), fully conformed, and incorporated herein by reference ("Services" or the "Work"); and

WHEREAS, LTD has selected CONTRACTOR to provide the Services in accordance with its Procurement Policy and Rules Manual; and

WHEREAS, the CONTRACTOR has represented to LTD that it is sufficiently qualified and experienced to provide those Services detailed in the solicitation, and LTD has relied on such representations; and

WHEREAS, sufficient authority exists in LTD's rules and regulations and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, LTD and the CONTRACTOR agree as follows:

ARTICLE 1 – SCOPE OF WORK

The required Services are as enumerated and described in Exhibit A – Scope of Work, which document is attached hereto and incorporated herein.

ARTICLE 2 – COMPENSATION AND PAYMENT

The terms for Compensation and Payment are set forth in Exhibit B – Compensation and Method of Payment for Services, attached hereto and incorporated herein. The total value of the Contract, as specified in Exhibit B – Compensation and Method of Payment, may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 13 below.

Any services not required by the terms of this Contract that are performed without prior written authority from LTD, will be considered as unauthorized and at the sole expense of CONTRACTOR. Services so performed will not be compensated, and no extension in the period of performance will be granted on account thereof.

The parties agree that LTD is a governmental entity and that all obligations beyond the current fiscal year are subject to funds being budgeted and appropriated by its Board of Directors. LTD's financial obligation under the Contract shall be contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of LTD for any payment may arise until funds are made available for the Contract by LTD's Board of Directors.

ARTICLE 3 – CONTRACT TYPE AND TERM

This is a Firm, Fixed Price Contract with a Fixed Monthly Fee, for the services provided as outlined in Exhibit A, and a Fixed Rate per hour for additional services, plus a handling fee for specific supplies.

The base term of the contract shall be for two (2) years. LTD may opt to extend the contract for not more than three (3) additional years, exercisable in 12 month increments. Any extension of the Term of Contract will be in writing and signed by both parties to the Contract in the form of a Contract Amendment as set forth in Article 13 below. Subject to any options to extend the base term of the Contract, the selected CONTRACTOR will be required to perform until the end of the contract period. The exercise of an option to extend the term of the Contract will not obligate, or be deemed to obligate, LTD to exercise a subsequent option to extend the term of the Contract.

At the termination or expiration of the contract, whichever applies, LTD may elect to extend the contract for an additional 120 days to allow for transition of a new contractor. The CONTRACTOR agrees to continue providing the same level of service to LTD during a transitional period of 120 days. CONTRACTOR will hold to rates in effect at the termination of the contract, while the new contract, also in force, is being mobilized.

The total possible maximum contract period shall not exceed five (5) years and 120 days.

ARTICLE 4 – PERIOD OF PERFORMANCE

- (1) The period of performance under the Contract is for two (2) years, commencing on the Effective Date. Any extension of the Term of Contract will be in writing and signed by both parties to the Contract in the form of a Contract Amendment as set forth in Article 13 below.
- (2) CONTRACTOR will not be considered in default in the performance of its obligations with respect to schedule for completion of tasks affected to the extent that the performance of any such obligation is prevented or delayed by an excusable delay. Should CONTRACTOR'S Services be delayed by an excusable cause, CONTRACTOR'S schedule for completion of tasks affected by such delay may be extended. Excusable delays may include, but are not limited to, Acts of God or acts or failures to act of government agencies, including LTD in either their sovereign or contractual capacities; fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, civil disturbances; provided, however, that in every case the failure to perform must be reasonably beyond the control, and without the fault or negligence of, the CONTRACTOR. No action or failure to act that is expressly contemplated by this Contract will be deemed an excuse for CONTRACTOR's nonperformance.

Within thirty (30) days after the last day of delay, CONTRACTOR will furnish LTD with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract references, and the measures taken to prevent or minimize the delay. Failure to submit such information in a timely manner will be sufficient cause for denying the delay claim.

- (3) Subject to any options to extend the base term of the Contract, the selected CONTRACTOR will be required to perform until the end of the contract period.

ARTICLE 5 – CONTRACT AND CONTRACT DOCUMENTS

The Contract consists of the following documents:

- (1) Contract between LTD and CONTRACTOR;
- (2) Exhibit A – Scope of Work;
- (3) Exhibit B – Compensation and Method of Payment for Services;
- (4) Exhibit C – LTD Request for Proposals No. 2017-02, fully-conformed and inclusive of all addenda to the RFP (by reference);
- (5) Exhibit D – CONTRACTOR’s Proposal in response to RFP No. 2017-02;

In addition, all modifications to the Contract after contract execution shall be made in the form of Contract Amendments in accordance with Article 13 below shall be incorporated into and made part of the Contract.

The documents specified in the paragraph above form the Contract between LTD and CONTRACTOR. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Contract Amendment as defined in Article 13 below.

ARTICLE 6 – ORDER OF PRECEDENCE OF THE CONTRACT DOCUMENTS

In the event of inconsistency between provisions of the Contract Documents, the inconsistency will be resolved by giving precedence in the following order:

- (1) Contract Amendments;
- (2) The Contract between LTD and CONTRACTOR;
- (3) Exhibit A – Scope of Work;
- (4) Exhibit C – LTD Solicitation No. 2017-02, fully-conformed and inclusive of all addenda to the RFP.

ARTICLE 7 – PROJECT AUTHORIZATION AND PERFORMANCE

- (1) Following contract execution, LTD will issue a purchase order which shall act as a Notice to Proceed to CONTRACTOR, and which shall authorize and direct CONTRACTOR to begin work on the Contract. The CONTRACTOR shall begin work no later than fourteen (14) calendar days after the Effective Date of the Contract, or three (3) calendar days after receipt of the Notice to Proceed, whichever is later.
- (2) Standard of Performance. CONTRACTOR will perform and require its subcontractors to perform the Services in accordance with the requirements of this Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing services of a similar nature. CONTRACTOR will be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, it being understood that LTD will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Services. The foregoing obligations and standards will constitute the "Standard of Performance" for purposes of this Contract.
- (3) All workers will have sufficient skill and experience to perform the work assigned to them. LTD will have the right, in its sole and absolute discretion, to require the removal of CONTRACTOR's

personnel at any level assigned to the performance of the Services at no additional cost to LTD, if LTD considers such removal necessary in its best interests and requests such removal in writing. Further, an employee who is so removed will not be re-employed on this Contract.

ARTICLE 8 – CONTRACT MANAGER AND KEY PERSONNEL

- (1) The LTD Contract Manager for this Contract is LTD's Director of Facilities Management, unless otherwise designated in writing by the LTD General Manager ("GM").
- (2) Contractor's Key Personnel. Contractor shall provide a list of its Key Personnel with contact information to the LTD Contract Manager no later than fourteen (14) calendar days after the Effective Date of the Contract, or three (3) calendar days after receipt of the Notice to Proceed, whichever is later.

ARTICLE 9 – INDEPENDENT CONTRACTOR

The CONTRACTOR is not an officer, employee, or agent of LTD or the State of Oregon as those terms are used in the State Tort Claims Act (ORS 30.265).

CONTRACTOR shall perform the Services required under this Contract as an Independent CONTRACTOR, not as an agent or employee of LTD. CONTRACTOR has no authority to make any statement, representation, or commitment of any kind or to take any action binding upon LTD, without LTD's written authorization. LTD is only interested in the results achieved by the Services performed by the CONTRACTOR; the manner of legally achieving those results is the responsibility of the CONTRACTOR.

All of the Services required by this Contract shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in the Services shall be fully qualified.

Furthermore, it is understood that LTD will not provide insurance or benefits of any nature to the CONTRACTOR, its employees, or subcontractors.

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The CONTRACTOR further agrees that in the performance of the Contract, no person having any such interests shall be employed.

ARTICLE 10 – INVOICING AND PAYMENT

LTD will pay CONTRACTOR, as full and complete compensation, for completion of the Services pursuant to the Contract, and costs assuming all duties, responsibilities, and obligations under the Contract.

- (1) CONTRACTOR shall submit to LTD's Contract Manager complete, properly supported and audit-worthy invoices for the Services performed in the preceding month by not later than the 20th day of each month. CONTRACTOR may submit no more than one (1) invoice to LTD for every 30 calendar days of the Term of Contract.
- (2) Invoices shall be sent electronically to ap@ltd.org in PDF format.
- (3) Payment terms are net 30 calendar days following receipt of a correct and audit worthy invoice by LTD. A correct and audit worthy invoice shall include:

- a. the applicable purchase order number and LTD contract number;
 - b. total invoice amount (including itemized amounts charged for labor and materials);
 - c. total number of labor hours expended and labor billing rates;
 - d. invoice billing period;
 - e. description of the Services performed during the invoice billing period (including completed Deliverables);
 - f. any other information that LTD may reasonably require
- (4) The presentation of invoices by CONTRACTOR to LTD constitutes an express warranty and representation by CONTRACTOR to LTD that the Services have progressed to the point indicated and that the quality of the Services is in accordance with this Contract.
- (5) No approval of any invoice, nor any payment, final or otherwise, nor any use or approval of deliverables by LTD shall itself constitute Acceptance of the Services.
- (6) LTD may withhold all or part of any amounts due CONTRACTOR to protect LTD from a loss.
- (7) CONTRACTOR shall maintain books and records supporting all amounts invoiced to LTD. CONTRACTOR shall preserve such books and records for the duration of this Contract and for seven (7) years thereafter, during which time LTD and its representatives shall have access to such books and records and shall have the right to make any copies thereof for the purpose of auditing or verifying invoices or for any other reasonable business purpose.

CONTRACTOR warrants and represents that all books and records specified above shall be complete and accurate and that LTD may rely on such records and books for any purposes. If CONTRACTOR becomes aware that such records are inaccurate or incomplete, CONTRACTOR will promptly notify LTD in writing.

ARTICLE 11 – EMPLOYMENT OF DISTRICT'S PERSONNEL

The CONTRACTOR shall not employ any person or persons in the employ of LTD for any work required by the terms of this Contract without the written permission of LTD, except as may otherwise be provided for herein.

ARTICLE 12 – REVIEW OF WORK

[INTENTIONALLY OMITTED]

ARTICLE 13 – CHANGES

- (1) LTD shall have the right, without additional consent from CONTRACTOR and without invalidating the Contract, to add, delete, or change the required Services.
- (2) Contract Amendments. LTD shall issue Contract Amendments to make additions, deletions, or changes to the required Services. To initiate a Contract Amendment, LTD shall send CONTRACTOR a Request for Contract Amendment. Upon receipt, CONTRACTOR shall prepare an estimate of the effects of the change on the Contract Budget and/or Term of Contract. Upon agreement between CONTRACTOR and LTD on the effects of the change, LTD will issue a Contract Amendment specifying any change to the Contract Budget or the Term of Contract.

- (3) The Contract Budget and/or Term of Contract shall be subject to adjustment only by Contract Amendment(s).

ARTICLE 14 – SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the Services required under this Contract, LTD materially alters the scope, character, complexity, or duration of the Services from those required under the Contract, a Contract Amendment may be executed between the parties.

Minor changes in the Services which do not involve increased compensation, extensions of time or changes in the goals and objectives of the Services may be made by written notification of such change by either LTD or the CONTRACTOR with written approval by the other party.

ARTICLE 15 – ERRORS AND OMISSIONS

No advantage shall be taken by the CONTRACTOR in the omission of any part or detail which goes to make the execution of the service complete even though such part or detail is not named in the Scope of Work. CONTRACTOR will carefully study this Contract; will verify all figures in these contract documents before performing the Services; will promptly notify LTD of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such nonconformities are discovered, will obtain specific instructions in writing from LTD before proceeding with the Services. Any Services affected which are performed prior to LTD decision will be at CONTRACTOR'S risk.

LTD will be entitled to make such corrections therein and interpretations thereof as it may deem necessary for the fulfillment of the intent of this Contract. Omissions or erroneous descriptions of any Services that are manifestly necessary to carry out the intent of this Contract, or that are customarily performed, will not relieve CONTRACTOR from performing such Services at no additional expense and/or delay, and such Services will be performed as if fully and correctly set forth in this Contract.

ARTICLE 16 – INDEMNIFICATION

- (1) Professional Liability. The CONTRACTOR shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The CONTRACTOR shall be liable to LTD for any loss, damages or costs incurred by LTD for the repair, replacement or correction of any part of the project or services to be rendered which is deficient or defective as a result of any failure of the CONTRACTOR to comply with this standard.
- (2) Indemnification. To the fullest extent permitted by law and except for all professional liability claims, damages, losses and expenses, the CONTRACTOR shall indemnify, defend, and hold harmless LTD and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, but only to the extent caused by the negligent act or omission of, or breach of contract by, the CONTRACTOR, any subcontractor of the CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this

Contract. LTD may, if it so desires, withhold the payments due the CONTRACTOR so long as shall be reasonably necessary to indemnify LTD on account of such injuries.

In any and all claims against LTD or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor of the CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor.

The parties agree that nothing contained herein waives or is intended to waive any other rights, protections, immunities, defenses or limitations on liability provided by law, and subject to any applicable provisions of the Oregon Constitution and applicable laws.

ARTICLE 17 – INSURANCE

- (1) CONTRACTOR shall procure and maintain, until all of its obligations under this Contract have been discharged, including until any warranty periods under this Contract are satisfied, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of the indemnification agreement that is part of this contract shall apply to anyone hired by CONTRACTOR to work under this agreement. CONTRACTOR shall procure and maintain in effect the following types of insurance at least as broad and with limits of liability not less than those stated below.
- (2) Within ten (10) days of awarding this contract, and thereafter on at least an annual basis, the CONTRACTOR shall furnish LTD's Procurement Manager with Certificates of Insurance indicating the correct insurance coverage has been obtained and is in full force and effect through the next date of notification.
- (3) Insurance.
 - a. The Contractor agrees that it will, at all times during the term of the agreement, keep in force a tort liability insurance policy (policies), issued by a company authorized to transact business in the State of Oregon, with limits of liability provided therein of at least \$175,000 for property damage sustained by any person, \$1,500,000 for injury and/or damages to any one person, and \$2,000,000 for total injuries and/or damages arising from any one occurrence. If the insurance has an aggregate limit, the Contractor shall secure excess insurance in the amount of \$5,000,000. The Contractor shall carry both collision and comprehensive coverage on vehicles.
 - b. Contractor shall provide Workers' Compensation benefits for persons performing work under this contract in accordance with applicable state and federal laws and shall provide a certificate of insurance to LTD.
 - c. Public liability on a comprehensive basis, including personal injury liability, in an amount not less than \$5,000,000 combined single-limit per occurrence for bodily injury and property damage. LTD and its directors, officers, representative, agents, and employees shall be shown as additional insureds with respect to coverage, but shall not be held responsible for remittance of any premiums or payments of any kind, or subrogation with respect to the associated coverage.

- d. Automobile liability insurance covering all owned, non-owned, and hired vehicles used in connection with the work as specified in the contract, in an amount not less than \$300,000 combined single-limit per occurrence for bodily injury and property damage.
 - e. The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals that most nearly reflect the operations of the Contractor.
 - f. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Oregon.
- (4) CONTRACTOR's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed below.
- a. The CONTRACTOR shall add LTD and its directors, officers, representatives, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Worker's Compensation policies).
- (5) Certificates of Insurance: The CONTRACTOR shall furnish to LTD a certificate(s) of insurance (using ACORD form or equivalent) provided by the CONTRACTOR's insurance carrier or agent to show that the insurance specified in this contract is in force stating policy numbers, dates of expiration, limits of liability and coverages thereunder, the name of the project, or "Any and All Operations" if working on more than one project and further providing that the insurance shall not be cancelled until the expiration of thirty (30) days after written notice of such cancellation has been mailed to LTD. Such notice shall be mailed certified mail, return receipt requested.
- (6) Waiver of Subrogation: CONTRACTOR and LTD waive all rights against (1) each other and any of their CONTRACTORS, agents and employees, each of the other, and (2) LTD, separate CONTRACTORS, and any of their CONTRACTORS, subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the contract or other property insurance applicable to the work, except such rights as they may have to proceeds of such insurance held by the LTD as fiduciary.
- (a) CONTRACTOR shall require their agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies, except for workers' compensation, shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- (7) Special Provisions:
- (a) If CONTRACTOR fails to procure and maintain such insurance, CONTRACTOR will be in breach of the Contract and LTD shall have the right to proceed with Termination of the Contract and whatever judicial remedies may be appropriate.
 - (b) Maintenance of the foregoing insurance coverage shall in no way be interpreted as relieving the CONTRACTOR of any responsibility hereunder. The CONTRACTOR may

secure, at its own expense, such additional insurance as the CONTRACTOR deems necessary.

- (c) Insurance coverage carried by the CONTRACTOR shall not be subject to limitations, conditions or restrictions reasonably deemed by LTD to be inconsistent with the intent of the Insurance Requirements to be fulfilled by CONTRACTOR under this Article 17.
- (d) All policies are to be written through companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The insurance companies must have an A.M. Best rating of A:XI or better in most recent Best's Key Rating Guide.
- (e) Approval, disapproval or failure to act by LTD regarding insurance supplied by the CONTRACTOR shall not relieve the CONTRACTOR of full responsibility or liability pursuant to Article 16 for damages. Neither shall be the bankruptcy, insolvency or denial or liability by the insurance company exonerate the CONTRACTOR from liability.
- (f) Separations of Insureds. If the liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide a Separation of Insureds provisions.
- (g) CONTRACTOR shall make no request for special payments for any insurance that the CONTRACTOR may be required to carry as identified under this Article; all are included in the contract price and in the contract unit prices.
- (h) LTD shall have the right, but not the obligation, of prohibiting CONTRACTOR or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by LTD.
- (i) Contractor and Subcontractors. CONTRACTOR shall require all of its subcontractors to provide the aforementioned coverage at levels that the CONTRACTOR and its subcontractors may consider necessary and any deficiency in the coverage or policy limits of the subcontractors will be the sole responsibility of CONTRACTOR. CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each subcontractor when required by LTD.
- (j) Deductibles and Self-Insured Retention. All deductibles and/or self-insured retention amounts must be declared to LTD.
- (k) Certificates of Insurance. Before commencing performance on the Contract, CONTRACTOR must furnish certificate(s) of insurance (using ACORD form or equivalent) to LTD evidencing:
 - i. Insurance coverage in accordance with this Article 17 – Insurance
 - ii. Signature by person authorized by insurer to bind coverage on its behalf.
 - iii. Effective expiration dates of policies.
 - iv. LTD must be given thirty (30) days written notice, in accordance with policy terms, or all cancellation, non-renewal, or material changes in policy by either Insurer or CONTRACTOR.
 - v. LTD is added as Additional Insured party on the Commercial General Liability.
 - vi. A waiver of subrogation endorsement applies on the General Liability.

- vii. Any deductible and/or self-insured retention.
- viii. Certificate of Insurance title block format is as follows: Lane Transit District Authority, P.O. Box 7070, Springfield, Oregon 97475.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract.

ARTICLE 18 – PERFORMANCE BOND

[INTENTIONALLY OMITTED]

ARTICLE 19 – SUBLETTING, ASSIGNMENT, OR TRANSFER

The CONTRACTOR remains fully responsible for the performance of any and all subcontractors and shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract entered into by the CONTRACTOR. Subcontractors must comply with the same terms and conditions, provide the same assurances, and meet the same standards of service required of the CONTRACTOR.

ARTICLE 20 – TERMINATION

- (1) Termination for Convenience: LTD may terminate this Contract for its convenience at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least 120 calendar days before the effective date of such termination. If this contract is terminated, LTD shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done. The CONTRACTOR shall promptly submit its termination claim to LTD to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to LTD, the CONTRACTOR will account for the same, and dispose of it in the manner LTD directs.
- (2) Termination for Default: If the CONTRACTOR fails to perform in the manner called for in this Contract or if the CONTRACTOR fails to comply with any other provisions of this Contract, LTD may terminate this Contract for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR has breached or is in default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Contract.

If this contract is terminated while the CONTRACTOR has possession of LTD goods, the CONTRACTOR shall, upon direction of LTD, protect and preserve the goods until surrendered to LTD or its agent. The CONTRACTOR and LTD shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under Article 23 of this Contract.

If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LTD.

- (3) Opportunity to Cure. LTD in its sole discretion may, in the case of a termination for cause, allow the CONTRACTOR an appropriate period of time to cure the breach or default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to LTD's satisfaction the breach or default, LTD shall have the right to terminate this Contract without any further obligation to the CONTRACTOR. Any such termination for breach or default shall not in any way operate to preclude LTD from also pursuing all available remedies against the CONTRACTOR and its sureties for said breach or default.
- (4) Waiver of Remedies for any Breach. In the event that LTD elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by LTD shall not limit LTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

ARTICLE 21 – APPLICABLE LAWS AND VENUE

This Contract shall be governed by the laws of the State of Oregon. This Contract shall be deemed entered into in Lane County, Oregon. At LTD's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in this county.

ARTICLE 22 – CLAIMS AND DISPUTES

- (1) Definition. A claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes between LTD and the CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.
- (2) Time Limits on Claims. Claims by CONTRACTOR must be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is the later. An additional claim made after the initial claim has been resolved will not be considered unless submitted in a timely manner.
- (3) Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by LTD or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- (4) Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by LTD in writing, the CONTRACTOR shall proceed diligently with performance of the Contract and LTD shall continue to make payments in accordance with the Contract.
- (5) Waiver of Claims: Final Payment. The making and acceptance of Final Payment shall constitute a waiver of claims by LTD except those arising from:
 - a. Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;

- b. Failure of the Work to comply with the requirements of the Contract;
- c. Terms of special warranties required by the Contract; or
- d. Faulty or defective work appearing after Final Completion.

ARTICLE 23 – RESOLUTION OF CLAIMS AND DISPUTES

- (1) Negotiation. The parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Contract. If a controversy or claim should arise, LTD's Contract Manager and CONTRACTOR's principal contact with LTD (herein referred to as "CONTRACTOR's Field Representative") will meet at least once and will attempt in good faith to resolve the dispute. For such purpose, either may request the other to meet within seven (7) days, at a mutually agreed upon time and place.

If LTD's Contract Manager and CONTRACTOR's Field Representative are not able to resolve the dispute within seven (7) days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that LTD's Assistant General Manager – Service Delivery (herein referred to as "AGM") and the CONTRACTOR's Management Representative meet at least once to attempt in good faith to resolve the dispute.

If LTD's AGM and CONTRACTOR's Management Representative are not able to resolve the dispute within fourteen (14) days after the first meeting of LTD's Contract Manager and CONTRACTOR's Field Representative (or such longer period of time as may be mutually agreed upon), LTD's AGM will notify the CONTRACTOR's Management Representative in writing that the LTD's General Manager (herein referred to as the "GM") shall render a decision within seven (7) days, which decision shall be considered advisory only and not binding in the event of litigation in respect of the claim.

Upon expiration of such time period, the GM will render to the parties LTD's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a CONTRACTOR's default, LTD may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. CONTRACTOR shall, within seven (7) days after the effective date of this Contract, designate to LTD its Field Representative and Management Representative, the latter of whom shall be an executive level individual with authority to settle disputes. LTD and CONTRACTOR may each change the designation of its Field Representative and Management Representative, but shall maintain at all times during the term of this Contract both a designated Field Representative and a designated Management Representative.

- (2) Mediation. If the dispute has not been resolved within twenty-one (21) days after the first meeting of LTD's Contract Manager and CONTRACTOR's Field Representative (or such longer period of time as may be mutually agreed upon), either party may refer the claim or controversy to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under this Contract shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (herein referred to as the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall

be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

- (3) **Litigation.** If the dispute is not resolved within fifteen (15) days after the commencement of mediation, or if no mediation has been commenced within thirty (30) days after the first meeting between LTD's Contract Manager and CONTRACTOR's Field Representative (or such longer period of time as may be mutually agreed upon), either party may commence litigation to resolve the dispute in any Oregon state court of competent jurisdiction in Lane County or in the United States District Court for the State of Oregon to the extent said Court shall have jurisdiction over the matter.
- (4) In addition to the requirements of Article 27 in this Contract entitled "Notices", a copy of any written notices, appeals, and documents pertaining to a contract dispute under this Article shall also be delivered to LTD's Procurement Manager and General Counsel.
- (5) CONTRACTOR agrees that the economic loss rule shall not serve as a limitation on LTD's right to pursue tort remedies in addition to other remedies it may have against CONTRACTOR. Such rights and remedies shall survive the project or any termination of this Contract.
 - a. **Oregon Torts Limits (Effective as of July 1, 2016).** Below are the most recently published tort limits based on required statutory methodology identified in Oregon Revised Statute 30.271(4), 30.272(4), and 30.273(3) to calculate the annual adjustment to the limitations on liability of state and local public bodies for personal injury, death, and property damage or destruction. Based on these calculations, the limitations are adjusted as shown in this table:

Public Body	Claimant(s)	Claim	Adjusted Limit
state	single	injury or death	\$ 2,073,600
state	multiple	injury or death	\$ 4,147,100
Local	single	injury or death	\$ 691,200
Local	multiple	injury or death	\$ 1,382,300
state or local	single	property damage or destruction	\$ 113,400
state or local	multiple	property damage or destruction	\$ 566,900

ARTICLE 24 – FORCE MAJEURE

- (1) Neither party hereto shall be deemed to be in default of any provision of this Contract, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. For purposes of this Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control; provided, however, that the provisions of this Section shall not preclude LTD from canceling or terminating this Contract (or any order for any

product included herein), as otherwise permitted hereunder, regardless of any force majeure event occurring to CONTRACTOR.

- (2) Notification by CONTRACTOR. CONTRACTOR shall notify LTD in writing as soon as CONTRACTOR knows, or should reasonably know, that a force majeure event (as defined in the Contract Documents) has occurred that will delay completion of the Scope of Work. Said notification shall include reasonable proofs required by LTD to evaluate any CONTRACTOR request for relief under the Contract Documents. LTD shall examine CONTRACTOR's notification and determine if the CONTRACTOR is entitled to relief. LTD shall notify the CONTRACTOR of its decision in writing. LTD's decision regarding whether or not the CONTRACTOR is entitled to force majeure relief shall be final and binding on the parties.
- (3) Losses. CONTRACTOR is not entitled to damages, compensation, or reimbursement from LTD for losses resulting from any "force majeure" event.

ARTICLE 25 – SEVERABILITY

If any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of this Contract will not be adversely affected.

ARTICLE 26 – ASSIGNABILITY

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE 27 – NOTICES

- (1) All official notices and communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally to the party to whom notice is given, or (ii) at the date of actual receipt if mailed by U.S. Postal Service, postage prepaid, return receipt requested.
- (2) Notices and other communications shall be directed to the parties at the addresses listed below:

Notice to Contractor:

Ninfa's Elite Janitorial Service
1430 Willamette, #536
Eugene, Oregon 97401
Attn: President

Notice to LTD:

Lane Transit District
P.O. Box 7070
Springfield, Oregon 97475
Attn: General Manager
Copy: Procurement Manager

Telephonic and electronic mail communications and facsimile transmittals may be used to expedite communications, but neither shall be considered official communications under this Contract unless and until confirmed in writing.

ARTICLE 28 – OWNERSHIP OF DOCUMENTS

[INTENTIONALLY OMITTED]

ARTICLE 29 – RIGHTS IN TECHNICAL DATA

[INTENTIONALLY OMITTED]

ARTICLE 30 – COPYRIGHTING

[INTENTIONALLY OMITTED]

ARTICLE 31 – PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals, or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Contract shall not be presented publicly or published without prior written approval by LTD.

All releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Lane Transit District or the Federal Transit Administration. This publication does not constitute a standard, specification, or regulation."

If any information concerning the Services, their conduct, results, or data gathered or processed should be released by the CONTRACTOR without prior approval from LTD, the release of same shall constitute grounds for termination of this Contract without indemnity to the CONTRACTOR. In addition, the CONTRACTOR shall indemnify and hold harmless LTD, its officers, employees, and agents from any liability arising from such unauthorized release of data.

Any request for information directed to the CONTRACTOR, pursuant to the Oregon Open Records Act, by the public shall be immediately redirected to LTD for handling. LTD shall be responsible for providing the response to requests under the Oregon Open Records Act. The CONTRACTOR acknowledges and agrees that all records of the Services and the work, including records of the CONTRACTOR and its subcontractors are subject to the Oregon Open Records Act.

ARTICLE 32 – COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR shall comply with all relevant requirements of all Federal, State, and local laws. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, LTD shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 33 – CONFLICTS OF INTEREST

LTD employees and directors are bound by the LTD Code of Ethics and Standards of Conduct. The LTD Code of Ethics and Standards of Conduct prohibits LTD employees and directors engaged in the award and administration of contracts, or any person acting on their behalf, from accepting, directly or indirectly, any gift with a value of more than a nominal amount, including meals or tickets to sporting events, from any person with whom the employee interacts on official LTD business. Therefore, CONTRACTOR, or its subcontractors or suppliers, may not make gifts or favors to any LTD employee or director. It is a

violation of the LTD Code of Ethics and Standards of Conduct for any LTD employee to accept any such gift or favor.

ARTICLE 34 – WARRANTIES

The CONTRACTOR shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. CONTRACTOR further warrants and agrees that it, and any persons assigned by CONTRACTOR, shall perform this Contract in compliance with all relevant requirements of federal, state, and local laws, statutes, acts, ordinances, rules, regulations, codes, or standards.

ARTICLE 35 – NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

ARTICLE 36 – MERGER

This Contract constitutes the entire agreement of the parties, all prior discussions, representations, and agreements being merged herein. The Contract may not be changed, modified, extended, or amended, nor any provision thereof waived, except by a written amendment executed by duly authorized representatives of the respective parties. The captions in this Contract are for convenience only and shall not affect the substantive meaning of any provision herein.

ARTICLE 37 – NO THIRD PARTY RIGHTS

Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Contract are for the exclusive benefit of the parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.

ARTICLE 38 – ATTACHMENTS

Any attachment or exhibit to this Contract will be incorporated into and made a part of this Contract. In the event of a conflict between the provisions contained in the body of this Contract and any attachment or exhibit, the terms in the body of this Contract will control.

ARTICLE 39 – SEPARATE COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

ARTICLE 40 – FOREIGN CONTRACTOR REPORT TO DEPARTMENT OF REVENUE (ORS 279A.120)

The following provision is applicable to all contracts with a contract price exceeding \$10,000 if the CONTRACTOR is not domiciled in or registered to do business in the state of Oregon:

Where a public contract is awarded to a foreign CONTRACTOR and the contract price exceeds \$10,000, the CONTRACTOR shall promptly report to the Department of Revenue, on forms provided by the Department of Revenue, the total contract price, terms of payment, length of contract, and such other information as the Department of Revenue may require. The CONTRACTOR shall provide LTD with copies of all forms provided to the Department of Revenue before final payment will be made on the contract.

ARTICLE 41 – REGULATORY COMPLIANCE

The work to be performed as the Services under this Contract may be financed, in part, by grants provided under programs of the Federal Transit Act, as amended, and as such is subject to the Terms and Conditions set forth in the grant agreements. CONTRACTOR understands that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. CONTRACTOR acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract. The laws and regulations detailed in this Contract include, but are not limited to, those that will be applicable to the Contract. To the extent applicable, CONTRACTOR shall comply with the Federal, State, and LTD imposed requirements contained in this Contract.

ARTICLE 42 – CONFIDENTIAL INFORMATION

Access to government records is governed by the Oregon Open Records Act, ORS 192.440. Except as otherwise required by the Oregon Open Records Act, LTD will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the term of the Contract. Any such proprietary information, trade secrets or confidential commercial and financial information that the CONTRACTOR believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. Notwithstanding the CONTRACTOR's claim of or designation of information as proprietary, confidential or a trade secret, the determination whether it is or not will be determined by LTD under Oregon state law.

Any request for information directed to the CONTRACTOR, pursuant to the Oregon Open Records Act, by the public shall be immediately redirected to LTD for handling. LTD shall be responsible for providing the response to requests under the Oregon Open Records Act. The CONTRACTOR acknowledges and agrees that all records of the Services and the work, including records of the CONTRACTOR and its subcontractors are subject to the Oregon Open Records Act, ORS 192.440, et. seq.

This Confidentiality section shall survive the termination or expiration of the Contract.

ARTICLE 43 – OREGON RECIPROCAL PREFERENCE (ORS 279A.120)

In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

The Oregon Department of Administrative Services, on or before January 1 of each year, shall publish a list of states that give preference to in-state bidders with the percent increase applied in each such state.

The public contracting agency may rely on the names of states and percentages so published in determining the lowest responsible bidder without incurring any liability to any bidder.

ARTICLE 44 – CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING (ORS 279B.220)

Every public contract shall contain a condition that the CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to the CONTRACTOR labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the CONTRACTOR or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

ARTICLE 45 – HOURS OF LABOR (ORS 279C.520)

No person shall be employed for more than eight (8) hours in any one day or forty (40) hours in any one week except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday or any legal holiday specified in ORS 279C.540.

ARTICLE 46 – PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES (ORS 279C.530)

The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such CONTRACTOR, of all sums, which the CONTRACTOR agrees to pay, for such services and all monies and sums, which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

ARTICLE 47 – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The CONTRACTOR agrees to comply with the following, in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) and U.S. Department of Labor regulations (29 C.F.R. part 5):

- (1) Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week.
- (2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5, the CONTRACTOR or any

subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5.

- (3) Withholding for Unpaid Wages and Liquidated Damages. The Department of Transportation (DOT) or LTD shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work House and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR, Section 5.5.
- (4) Non-construction Grants. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, LTD shall require the Procurement Manager to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.
- (5) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph 1 through 5 of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in subparagraphs 1 through 5 of this paragraph.

ARTICLE 48 – CONTRACTOR’S COMPLIANCE WITH TAX LAWS

- (1) CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, “tax laws” includes all the provisions described in the required **CONTRACTOR’s Representations and Warranties Certification**, included as part of this Contract.
- (2) Any violation of subsection 1 of this section shall constitute a material breach of this Contract. Further, any violation of the conditions specified in the **CONTRACTOR’s Representations and Warranties Certification**, concerning the CONTRACTOR’s compliance with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle LTD to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the

termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. LTD shall be entitled to recover any and all damages suffered as the result of CONTRACTOR's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/a replacement CONTRACTOR].

These remedies are cumulative to the extent the remedies are not inconsistent, and LTD may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

ARTICLE 49 – PREFERENCE FOR LABOR AND MATERIAL LIENS (ORS 279C.615)

All labor and material liens have preference and are superior to all other liens and claims of any kind or nature created by ORS 279C.500 to 279C.530 and 279C.600 to 279C.625.

ARTICLE 49 – NO GOVERNMENT OBLIGATION TO THIRD PARTIES

[INTENTIONALLY OMITTED]

ARTICLE 50 – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

[INTENTIONALLY OMITTED]

ARTICLE 51 – ACCESS TO RECORDS AND REPORTS

[INTENTIONALLY OMITTED]

ARTICLE 52 – FEDERAL CHANGES

[INTENTIONALLY OMITTED]

ARTICLE 53 – CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying Contract:

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

- (2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:
- (a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. parts 60 et seq., (which implement Executive Order No. 11246 “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - (b) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634, 29 C.F.R. part 1625, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (3) The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE 54 – DISADVANTAGED BUSINESS ENTERPRISES (DBE)

This Contract is subject to the requirements of 49 C.F.R. Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. LTD has an overall agency goal of **4.61%** for the utilization of DBEs using race neutral means.

Policy. LTD has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), Section 1101(b) of the FAST Act, 49 C.F.R. Part 26. LTD has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, LTD has signed an assurance that it will comply with 49 C.F.R. part 26. It is the policy of LTD to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

CONTRACTOR and Subcontractor Obligation. CONTRACTOR and/or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The CONTRACTOR agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 55 – DRUG AND ALCOHOL TESTING AND USE CONTROL

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Oregon, or Lane Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports in a timely manner. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

ARTICLE 56 – 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 (42 U.S.C. §§ 6321–6327; 49 C.F.R. Part 622 Subpart C). The CONTRACTOR also agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 57 – GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (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.

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

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

ARTICLE 58 – BUY AMERICA REQUIREMENTS

[INTENTIONALLY OMITTED]

ARTICLE 59 – FLY AMERICA REQUIREMENTS

[INTENTIONALLY OMITTED]

ARTICLE 60 – TITLE VI

During the performance of this Contract, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONTRACTOR shall comply with the regulations relative to non-discrimination in federally assisted programs of the United States Department of Transportation (“DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the “Regulations”), which are herein incorporated by reference and made a part of this Contract.
- (2) Non-discrimination: The CONTRACTOR, with regard to the Work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, including procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR’s obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LTD or the Federal Transit Administration (“FTA”) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to LTD, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the CONTRACTOR's non-compliance with non-discrimination provision of this Contract, LTD shall impose contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
- (a) Withholding of payments to the CONTRACTOR under the Contract until the CONTRACTOR complies; and/or
 - (b) Cancellation, termination, or suspension of the Contract, in whole or in part.
- (6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as LTD or the FTA may direct as a means of enforcing such provisions including sanctions for non-compliance provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request LTD enter into such litigation to protect the interests of LTD, and, in addition, the CONTRACTOR may request the United States federal government to enter into such litigation to protect the interest of the United States.

ARTICLE 61 – CHARTER BUS REQUIREMENTS

[INTENTIONALLY OMITTED]

ARTICLE 62 – SCHOOL BUS REQUIREMENTS

[INTENTIONALLY OMITTED]

ARTICLE 63 – ENVIRONMENTAL REQUIREMENTS

- (1) General. The CONTRACTOR agrees to comply with all applicable environmental and resource use laws, regulations, requirements, and guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, requirements and guidance. The CONTRACTOR also agrees to include substantially similar provisions in its contracts with subcontractors.
- (2) National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, requirements, and guidance. Accordingly, the CONTRACTOR will:
- a. Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:
 - (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139,
 - (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 *et seq.*, as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500-1508,
 - (c) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622,
 - (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note, and

- (e) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- b. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
- (a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319 Accelerated Decisionmaking in Environmental Reviews," January 14, 2013,
 - (b) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 *Fed. Reg.* 66576, November 15, 2006, and
 - (c) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (3) Environmental Justice. The CONTRACTOR agrees to promote environmental justice by following:
- a. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order,
 - b. U.S. DOT Order 5610.2, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377, April 15, 1997, and
 - c. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- (4) Other Environmental Federal Laws. The CONTRACTOR agrees to comply with all applicable federal laws, regulations, executive orders, and guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."
- (5) Use of Certain Public Lands. The CONTRACTOR with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
- (6) Historic Preservation. The CONTRACTOR agrees to:
- a. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award involving the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places may be undertaken.
 - b. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
 - c. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*
 - d. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800.
 - e. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

(7) Indian Sacred Sites. The CONTRACTOR agrees to facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

(8) Mitigation of Adverse Environmental Effects.

a. The CONTRACTOR agrees that it will comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.

b. The CONTRACTOR agrees that:

- (a) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto,
- (b) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached, and
- (c) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

The CONTRACTOR agrees to include substantially similar provisions in its contracts with subcontractors.

ARTICLE 64 – PROHIBITION AGAINST FEDERAL LOBBYING

[INTENTIONALLY OMITTED]

ARTICLE 65 – RECYCLED PRODUCTS

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 C.F.R. part 247, as they apply to the procurement of the items designated in subpart B of 40 C.F.R. part 247. The CONTRACTOR agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 66 – FREEDOM OF INFORMATION ACT

(1) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- (2) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
- (3) The CONTRACTOR also agrees to comply with other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the contract.

ARTICLE 67 – AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 C.F.R. part 27; and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the CONTRACTOR agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301 (b)(6), which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. CONTRACTOR also agrees to comply with any implementing requirements FTA may issue.

In addition to the above, the CONTRACTOR agrees to comply with the following federal prohibitions against discrimination on the basis of disability:

1. Federal laws, including:
 - a. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - b. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - c. Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities.
2. Federal regulations, including:
 - a. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
 - b. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
 - c. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
 - d. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,

- e. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, subpart F,
- f. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
- g. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and
- h. Other applicable federal civil rights and nondiscrimination guidance.

CONTRACTOR understands that it is required to include this article in all subcontracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

ARTICLE 68 – COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS

The CONTRACTOR must comply with all federal, state, and local regulations relative to wages, taxes, social security, workers' compensation, nondiscrimination, licenses, registration requirements, etc. Failure or neglect on the part of the CONTRACTOR to comply with any or all such regulations shall not relieve the CONTRACTOR of these obligations nor of the requirements of this contract.

Upon request of LTD or FTA, CONTRACTOR shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor’s compliance, at all tiers.

The CONTRACTOR also agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 69 – INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

[INTENTIONALLY OMITTED]

[Signatures Next Page]

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

NINFA'S ELITE JANITORIAL

LANE TRANSIT DISTRICT

By: _____

By: _____

Jamie Espinoza
President

Aurora "A.J." Jackson
General Manager

Address:
1430 Willamette, #536
Eugene, Oregon 97401

Address:
P.O. Box 7070
Springfield, Oregon 97475

DRAFT

APPROVED AS TO FORM:

By: _____

Dwight Purdy
LTD General Counsel

EXHIBIT A SCOPE OF WORK

STANDARDS

The following standards will be used by LTD's Facilities Maintenance Supervisor in evaluating custodial service for all locations:

- Dusting – A properly dusted surface is free of all dirt and dust, streaks, lint, and cobwebs. Dusting will be accomplished with properly treated cloths.
- Plumbing Fixtures and Dispenser Cleaning – Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor, or stains. Make sure that cleaning agents do not scratch chrome surfaces.
- Sweeping/Vacuuming – A properly swept floor is free of all dirt, grit, lint, and debris, except embedded dirt and grit.
- Spot Cleaning – A surface adequately spot cleaned is free of all stains and deposits, and is substantially free of cleaning marks.
- Damp Mopping – A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris, or standing water.
- Metal Cleaning – All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces.
- Glass Cleaning – Glass is clean when all glass surfaces are without streaks, film, deposits, and stains; have a uniformly bright appearance; and adjacent surfaces have been wiped clean.
- Floor Finish Removal (Stripping) – Removal is accomplished when surfaces have all finish removed down to the flooring materials; are free of all dirt, stains, deposits, debris, cleaning solution and standing water; and the floor has a uniform appearance when dry. Plain water rinse and pick-up must follow finish removal operation immediately.
- Finished Floor (Application) – A floor is satisfactorily finished when all old wax/polish has been completely removed, including in corners and along edges, and sufficient coats of sealer and wax/polish have been properly applied with enough drying time between each coat to assure no streaking, bubbling, or yellowing.
- Scrubbing – Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.
- Wall Washing – After cleaning, the surfaces of all walls, ceilings, exposed pipes, and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tiles surfaces must be bright and free of film streaks and deposits.
- Buffing of Finished Floor Surfaces – All finished floor areas will be spray buffed sufficiently for maximum gloss and removal of surface dirt, and have a uniform appearance. Only non-skid and LTD-approved spray-buff products must be used.

- Spot Cleaning Carpets – A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills. Care will be taken to use a product that will not harm the carpet fibers.

FREQUENCY

The successful CONTRACTOR must perform janitorial services at the highest industrial standard and at the frequency specified in the following documents:

- Attachments A – Administration Building
- Attachments B – Future Facilities Management Building
- Attachments C – Fleet Maintenance Building/Current Facilities Management Building/Fuel Building
- Attachments D – Temporary Facilities Management Trailer
- Attachments E – RideSource Building

The proposer must submit a monthly Janitorial Cleaning charge for each location in the Proposed Pricing – Exhibit 13. All cleaning product costs used to perform the work under each “Attachment” must be included as part of the monthly charge. Paper/plastic products, urinal inserts, and specific types of soap will be billed separately under the “Estimated Annual Supply Usage” section. The proposer must submit a list giving the name of the manufacture and the brand name they intend to use.

The successful CONTRACTOR must furnish two (2) copies of Safety Data Sheets (SDS). One (1) will be maintained at each facility where work is being performed, and one (1) will be given to the Risk Manager in the Human Resources Division.

ESTIMATED ANNUAL SUPPLY USAGE

The items listed below are estimates so that the proposer can get an idea of the quantity LTD uses for the Glenwood and RideSource facilities. The successful CONTRACTOR must provide all supplies to LTD at cost with a handling fee no more than 5 percent (5%). The successful CONTRACTOR must provide LTD with a monthly bill that has all supplies itemized with quantity and proof of manufactures cost, with the handling fee as a separate line item.

The proposer must submit a list giving the name of the manufacture and the brand name they intend to use for each item listed below, with the proposed handling fee. See Proposed Pricing – Exhibit 13.

Glenwood	
Item	Quantity
Hand Towels - Mfold towels WH 4,000/cs	216
Toilet Tissue - 2-ply 80-550/cs	36
Seat Cover - 1/2 fold 20-250/cs	3
Trash Liners - 24x24 8 mic. 1000/cs CLR	6
Trash Liners - 30x37 8 mic. 500/cs CLR	27
Trash Liners - 43x48 2.0 mil 100/cs CLR	33
Urinal Inserts - 3D anti-splash	6
Blue Soap (all other locations) - 4 gal/cs	9
Liquid Soap (for refilling bathrooms) 1 gal/ea	15

RideSource	
Item	Quantity
Hand Towels - Mfold towels WH 4,000/cs	42
Toilet Tissue - 2-ply 80-550/cs	18
Seat Cover - 1/2 fold 20-250/cs	1
Trash Liners - 24x24 8 mic. 1000/cs CLR	2
Trash Liners - 30x37 8 mic. 500/cs CLR	6
Trash Liners - 43x48 2.0 mil 100/cs CLR	9
Urinal Inserts - 3D anti-splash	12
Foam Soap - Grn Cert TFX 2-1200ML/cs	18

ADDITIONAL SERVICES AS NEEDED

These case-by-case situations will be treated on an individual or emergency basis. Individual situations will require a bid submittal and approval by LTD. Emergency situations will be approved by LTD. The expectation will be to provide a solution that will allow LTD to proceed with business as usual. On-call services are considered outside of the Janitorial Cleaning requirements that the successful CONTRACTOR will provide for a fixed monthly charge.

The following are examples of individual and emergency situations:

- Deep clean vacant offices.
- Clean up of unanticipated events.

The successful CONTRACTOR will be reimbursed by LTD on the basis of the fixed hourly labor rate or specified by the CONTRACTOR in Proposed Pricing – Exhibit 13. Supplies needed for the cleaning services must be included in the hourly pricing.

ATTACHMENT A to SOLICITATION No. 2017-02
GLENWOOD FACILITY
3500 EAST 17TH AVENUE, EUGENE
BUILDING INFORMATION AND FREQUENCY SCHEDULE

Administration Building

22,741 sq. ft.

**The square footage is an estimate.*

The following schedule of daily, weekly, monthly, quarterly, semiannual, and services as needed is provided to assist the CONTRACTOR and LTD to identify work to be accomplished. **CONTRACTOR will be expected to submit these schedules completed and dated as the services are completed.**

That rate of frequency may be adjusted in the form of a written request to LTD's Facilities Maintenance Supervisor. A written confirmation will be in the form of a Contract Amendment to the contract.

Janitorial tasks shall be performed at all entrances and reception areas, general offices, private offices, hallways, stairs, lunchrooms, restrooms, and kitchens (including appliances). The CONTRACTOR is expected to close windows and turn off lights and fans when not in use.

The CONTRACTOR is expected to report to the Facilities Management Supervisor any hazardous conditions and items in need of repair, such as leaky faucets, toilet stoppages, and broken light fixtures.

A floor plan of the Administration Building is attached below for reference.

ADMINISTRATION BUILDING FREQUENCY SCHEDULE

Daily Services:

(Please note that everything listed in the Daily Services section must be completed on a daily basis, except for Office Areas, Copy Room, Conference Rooms, Lobby, and Hallways, which are broken into five (5) different days as outlined in the map attached at the end.)

All Areas

- Sanitize door handles and crash bars.
- Remove fingerprints and smudges from switch plates and adjacent walls.
- Vacuum entrance walk-off mats.
- Watering Hole: empty recycling bins and empty garbage.

Restrooms

- Sweep and wet-mop floors with approved cleaner.
- Sanitize and wipe water closets, urinals, and wash basins (maintain traps odor-free).
- Sanitize and wipe mirrors, dispensers, and chrome fixtures.
- Sanitize and wipe all other surfaces (walls, doors, partitions).
- Empty and wipe clean waste receptacles; replace plastic liners.
- Service toilet tissue, seat cover, paper towel, and sanitary napkin/tampon.
- Check soap dispenser levels and fill if necessary. The bottles are not to be replaced, but instead filled (pumped-in) with liquid soap.

Shower Stalls

- Sanitize and wipe dispensers and chrome fixtures.
- Sanitize and wipe all walls, bench, and shower curtains.

Office Areas and Copy Room (per daily schedule outlined in map below)

- Vacuum all carpeted floors.
- Empty and wipe clean waste receptacles. Replace plastic liners as needed.
- Dust all horizontal surfaces including furniture, desks, filing cabinets, wall cabinets, window ledges, baseboards, chair rails, etc. NOTE: Do not disturb materials left on surfaces to be cleaned.
- Empty garbage and recycling in each section's offices per daily schedule outlined on the map below.

Conference Rooms (per daily schedule outlined in map below)

- Vacuum all carpeted floors.
- Empty and wipe clean waste receptacles. Replace plastic liners as needed.
- Dust all horizontal surfaces including furniture, desks, filing cabinets, wall cabinets, window ledges, baseboards, chair rails, etc. NOTE: Do not disturb materials left on surfaces to be cleaned.
- Clean whiteboards.

Admin Lunchroom, Operations Lunchroom/Driver Area

- Sweep and wet-mop floors with approved cleaner.
- Empty and wipe clean waste receptacles; replace plastic liners in waste receptacles. (All waste receptacles must be kept odor free.)
- Wipe clean all other surfaces (walls, tables, chairs, counters, doors, exterior of all appliances) and dust furniture.
- Wash and sanitize sinks and faucets.

Lobby and Hallways (per daily schedule outlined in map below)

- Mop tile floor and vacuum carpeted floors.
- Dust and clean reception area countertop. Use disinfectant wipes.
- Wipe and spot-clean chairs in main entry.
- Spot-clean vertical surfaces (doors, walls, etc.).
- Clean and sanitize drinking fountains.
- Wash interior and exterior glass on main entry door.
- Wipe door handles.

Exterior Trash Receptacles

- Empty three (3) exterior trash receptacles as needed, which are located at the southern doors and eastern door from the employees parking area.

Weekly Services:

- Scrub and sanitize vinyl and tile floors in restrooms, locker rooms, and lunchrooms.
- Sanitize and wipe shower room walls/floors and fixtures.
- Wipe door frames, window frames, and Venetian blinds with treated dust cloths.

- Clean interior and exterior of glass on all interior and exterior doors.
- Clean telephones.
- Remove smudges and finger marks from doors and adjacent areas, woodwork, walls, and light switches.
- Sweep all hard surfaces (weather permitting) in courtyard and all exterior sidewalks.
- Exercise room: sweep/disinfect floor and wipe down and sanitize exercise equipment.
- Empty recycling and/or compost in the following places: Operations, Driver Lounge kitchen area, Admin lunchroom, Admin copy room and Graphics.

Monthly Services:

- Scrub wall surfaces, partitions, doors, sills, and waste receptacles in restrooms.
- Scrub and clean grout lines in shower stalls.
- Dust wall surfaces within 84 inches of floor and under surfaces such as knee wells under desks, table legs, etc.
- Clean and/or spot-clean upholstered furniture.
- Clean kick plates, push plates, and door handles from entrance doors, and remove oil, grease, smudges, etc., from around latches, hinges, and frame.
- Clean exterior of all light fixtures and ventilation ducts.
- Clean areas around all interior and exterior doors.

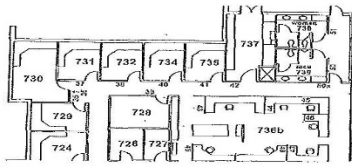
Quarterly Services:

- Dust or vacuum all surfaces over 84 inches from the floor.
- Clean and polish metal thresholds.
- Polish bright metal and woodwork.
- Damp-wipe Venetian blinds.
- Clean above all door and window surrounds and on top of door closure hardware.
- Steam clean/shampoo carpets in common hallway areas, conference rooms, and Board Room.

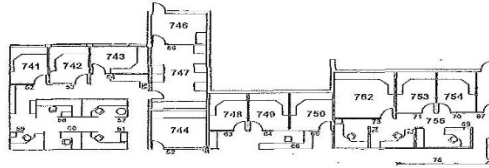
Semiannual Services:

- Wash all interior and exterior window glass.
- Steam clean/shampoo carpets in office areas.
- Clean Marmoleum flooring (exercise room) using manufacturer's recommended procedures.
- Clean soffits of courtyard and exterior.

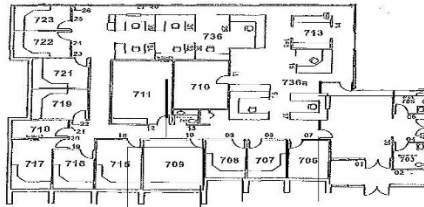
Lane Transit District
Administration Building Floor Plan



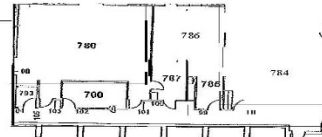
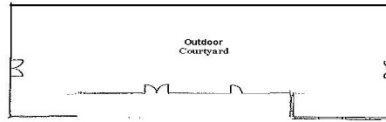
Thursday



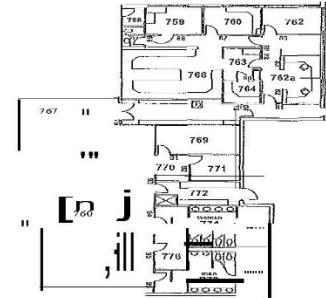
Monday



Wednesday



Tuesday



Sunday

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ATTACHMENT B TO SOLICITATION NO. 2017-02
GLENWOOD FACILITY
3500 EAST 17TH AVENUE, EUGENE
BUILDING INFORMATION AND FREQUENCY SCHEDULE

Future Facilities Management Building

3,800 sq. ft.

**The square footage is an estimate.*

The new Facilities Management Building is expected to be constructed by January 2018 and will need cleaning services shortly after. The CONTRACTOR is expected to propose a monthly price for the services listed below that will start sometime shortly after January 2018.

The following schedule of daily, weekly, monthly, quarterly, semiannual, and services as needed is provided to assist the CONTRACTOR and LTD to identify work to be accomplished. **CONTRACTOR will be expected to submit these schedules completed and dated as the services are completed.**

That rate of frequency may be adjusted in the form of a written request to LTD's Facilities Maintenance Supervisor. A written confirmation will be in the form of a Contract Amendment to the contract.

Janitorial tasks shall be performed at all entrances and reception areas, general offices, private offices, hallways, stairs, lunchrooms, restrooms, and kitchens (including appliances). The CONTRACTOR is expected to close windows and turn off lights and fans when not in use.

The CONTRACTOR is expected to report to the Facilities Management Supervisor any hazardous conditions and items in need of repair, such as leaky faucets, toilet stoppages, and broken light fixtures.

A floor plan of the future Facilities Management Building is attached below for reference.

FUTURE FACILITIES MANAGEMENT BUILDING

Daily Services:

All Areas

- Sanitize door handles and crash bars.
- Remove fingerprints and smudges from switch plates and adjacent walls.
- Vacuum entrance walk-off mats.
- Empty garbage and recycling in each area.

Restrooms

- Sweep and wet-mop floors with approved cleaner.
- Sanitize and wipe water closets, urinals, and wash basins (maintain traps odor-free).
- Sanitize and wipe mirrors, dispensers, and chrome fixtures.
- Sanitize and wipe all other surfaces (walls, doors, partitions).
- Empty and wipe clean waste receptacles; replace plastic liners.

- Service toilet tissue, seat cover, paper towel, and sanitary napkin/tampon.
- Check soap dispenser levels and fill if necessary.

Shower Stalls

- Sanitize and wipe dispensers and chrome fixtures.
- Sanitize and wipe walls, bench, doors, and shower curtains.

Office Areas and Conference Room

- Vacuum all carpeted floors.
- Empty and wipe clean waste receptacles. Replace plastic liners as needed.
- Empty recycling.
- Dust all horizontal surfaces including furniture, desks, filing cabinets, wall cabinets, window ledges, baseboards, chair rails, etc. NOTE: Do not disturb materials left on surfaces to be cleaned.
- Clean whiteboards.

Lunchroom

- Sweep and wet mop floors with approved cleaner.
- Empty and wipe clean waste receptacles; replace plastic liners in waste receptacles (all waste receptacles must be kept odor free).
- Wipe clean all other surfaces (walls, tables, chairs, counters, doors, exterior of all appliances) and dust furniture.
- Wash and sanitize sink and faucet.

Entrance and Vestibule

- Mop tile floor and vacuum carpeted floors.
- Spot-clean vertical surfaces (doors, walls, etc.).
- Wash interior and exterior glass on main entry door. Wipe door handles.

Exterior Trash Receptacles

- Empty exterior trash receptacles as needed.

Weekly Services:

- Scrub and disinfect vinyl and tile floors in restrooms, locker rooms, and lunchroom.
- Sanitize and wipe shower room walls/floors and wipe shower fixtures.
- Wipe door frames, window frames, and Venetian blinds with treated dust cloths.
- Clean interior and exterior of glass on all interior and exterior doors.
- Clean telephones.
- Remove smudges and finger marks from doors and adjacent areas, woodwork, walls, and light switches.
- Sweep (weather permitting) all exterior sidewalks.
- Empty recycling and compost in the lunch room.

Monthly Services:

- Clean and treat rubber tile floors with approved cleaners.

- Scrub wall surfaces, partitions, doors, sills, and waste receptacles in restrooms.
- Dust wall surfaces within 84 inches of floor and under surfaces such as knee wells under desks, table legs, etc.
- Clean and/or spot clean upholstered furniture.
- Clean kick plates, push plates, and door handles from entrance doors, and remove oil, grease, smudges, etc., from around latches, hinges, and frame.
- Clean exterior of all light fixtures and ventilation ducts.

Quarterly Services:

- Dust or vacuum all surfaces over 84 inches from the floor.
- Clean and polish metal thresholds.
- Polish bright metal and woodwork.
- Damp-wipe Venetian blinds.
- Clean above all door and window surrounds and on top of door closure hardware.
- Sanitize and wipe shower room walls/floors and fixtures.
- Steam clean/shampoo carpets in common hallway areas and conference room.

Semiannual Services:

- Wash all interior and exterior window glass.
- Steam clean/shampoo carpets in office areas.

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ATTACHMENT C TO SOLICITATION NO. 2017-02
GLENWOOD FACILITY
3500 EAST 17TH AVENUE, EUGENE
BUILDING INFORMATION AND FREQUENCY SCHEDULE

**Fleet Maintenance Building/Current Facilities Management Building/
Fuel Building** **8,036 sq. ft.**

**The square footage is an estimate.*

The following schedule of daily, weekly, monthly, quarterly, semiannual, and services as needed is provided to assist the CONTRACTOR and LTD to identify work to be accomplished. **CONTRACTOR will be expected to submit these schedules completed and dated as the services are completed.**

That rate of frequency may be adjusted in the form of a written request to LTD's Facilities Maintenance Supervisor. A written confirmation will be in the form of a Contract Amendment to the contract.

Janitorial tasks shall be performed at all entrances and reception areas, general offices, private offices, hallways, stairs, lunchrooms, restrooms, and kitchens (including appliances). The CONTRACTOR is expected to close windows and turn off lights and fans when not in use.

The CONTRACTOR is expected to report to the Facilities Management Supervisor any hazardous conditions and items in need of repair, such as leaky faucets, toilet stoppages, and broken light fixtures.

A floor plan of the Fleet Maintenance Building/Current Facilities Management Building/Fuel Building is attached below for reference.

FLEET MAINTENANCE BUILDING/CURRENT FACILITIES MANAGEMENT BUILDING/FUEL BUILDING FREQUENCY SCHEDULE

Daily Services:

All Areas

- Sanitize door handles and crash bars.
- Remove fingerprints and smudges from switch plates and adjacent walls.
- Vacuum entrance walk-off mats.
- Empty garbage and recycling in each section's offices.

Restrooms

- Sweep and wet-mop floors with approved cleaner.
- Sanitize and wipe water closets, urinals, and wash basins (maintain traps odor-free).
- Sanitize and wipe mirrors, dispensers, and chrome fixtures.
- Sanitize and wipe all other surfaces (walls, doors, partitions).

- Empty and wipe clean waste receptacles; replace plastic liners.
- Service toilet tissue, seat cover, paper towel, and sanitary napkin/tampon.
- Check soap dispensers levels and fill if necessary.

Locker Rooms, Shower Areas

- Sweep and wet-mop floors with approved cleaner.
- Sanitize and wipe dispensers and chrome fixtures.
- Sanitize and wipe all walls, bench, and shower curtains.

Lunchroom

- Sweep and wet-mop all floors with approved cleaner.
- Empty and wipe clean waste receptacles; replace plastic liners in waste receptacles. (All waste receptacles must be maintained odor-free.)
- Spot-clean walls and doors.
- Wipe clean tables, chairs, counters, and exterior of all appliances, and dust furniture.
- Dust all other horizontal surfaces.
- Wash and sanitize sink and faucet.

Office Areas and Hallways

- Sweep and mop all tile floors and vacuum all carpets and mats.
- Empty and wipe clean waste receptacles; replace plastic liners as needed.
- Dust all horizontal surfaces, including furniture, desks, filing cabinets, wall cabinets, window ledges, baseboards, chair rails, etc. NOTE: Do not disturb materials left on surfaces to be cleaned.
- Clean and sanitize wash basin in hallway on main floor (outside restrooms at north end of building).
- Wipe counters, wash and sanitize sink and faucet in office area.
- Clean and sanitize drinking fountain.
- Clean and sanitize wash basins in hallway on main floor (outside Parts room).

Training Room

- Check trash daily, empty as needed, and replace liner.
- Sweep floor and clean table surfaces.
- Wipe chairs as needed.

Fuel Building Restroom

- Sanitize and wipe water closet and wash basin.
- Sweep and mop floor.
- Sanitize and wipe mirrors, dispensers, and chrome fixtures.
- Empty and wipe clean waste receptacles; replace plastic liners.
- Service toilet tissue, seat cover, paper towels,

Weekly Services:

- Scrub and disinfect vinyl and tile floors in restrooms, locker rooms, and lunchroom.
- Sweep and wet-mop locker room floors and shower.

- Wipe door frames, window frames, and Venetian blinds with treated dust cloths.
- Clean telephones.
- Remove smudges and finger marks from doors and adjacent areas, woodwork, walls, and light switches.
- Fleet lunchroom: empty the recycling and compost.
- Sweep all hard surfaces (weather permitting) in courtyard and entrance sidewalk.

Monthly Services:

Fleet Maintenance Building and Current Facilities Management Office (southeast corner)

- Sweep floor and wet-mop.
- Dust wall surfaces within 84 inches of floor and under surfaces such as knee wells under desks, table legs, etc.
- Wipe window sills.
- Clean kick plates, push plates, and door handles from entrance doors, and remove oil, grease, smudges, etc., from around latches, hinges, and frame.

Quarterly Services:

Fleet Maintenance Building (Offices, Restrooms, Hallways)

- Dust or vacuum all surfaces over 84 inches from the floor.
- Clean and polish metal thresholds.
- Polish bright metal and woodwork.
- Damp-wipe Venetian blinds.
- Clean above all door and window surrounds and on top of door closure hardware.
- Scrub and clean grout lines in shower stalls.

Semiannual Services:

- Wash all interior and exterior window glass, including overhead doors.
- Clean Marmoleum flooring using manufacturer's recommended procedures.
- Buff Training Room floor.
- Clean exterior soffits.

ATTACHMENT D TO SOLICITATION NO. 2017-02
GLENWOOD FACILITY
3500 EAST 17TH AVENUE, EUGENE
BUILDING INFORMATION AND FREQUENCY SCHEDULE

Temporary Facilities Management Trailer

450 sq. ft.

**the square footage is an estimate.*

The following schedule of daily, weekly, monthly, and services as needed is provided to assist the CONTRACTOR and LTD to identify work to be accomplished. **CONTRACTOR will be expected to submit these schedules completed and dated as the services are completed.**

That rate of frequency may be adjusted in the form of a written request to LTD's Facilities Maintenance Supervisor. A written confirmation will be in the form of a Contract Amendment to the contract.

Janitorial tasks shall be performed at all entrances, general offices, private offices, and hallways. The CONTRACTOR is expected to close windows and turn off lights and fans when not in use.

The CONTRACTOR is expected to report to the Facilities Management Supervisor any hazardous conditions and items in need of repair, such as leaky faucets, toilet stoppages, and broken light fixtures.

The roughly 500-square-foot trailer is a temporary cleaning task prior to the construction of the future Facilities Management Building.

A floor plan of the Temporary Facilities Management Trailer is attached below for reference.

TEMPORARY FACILITIES MANAGEMENT TRAILER

DAILY SERVICES:

(Please note: The Temporary Facilities Management Trailer will be cleaned on Monday for the daily services.)

All Areas

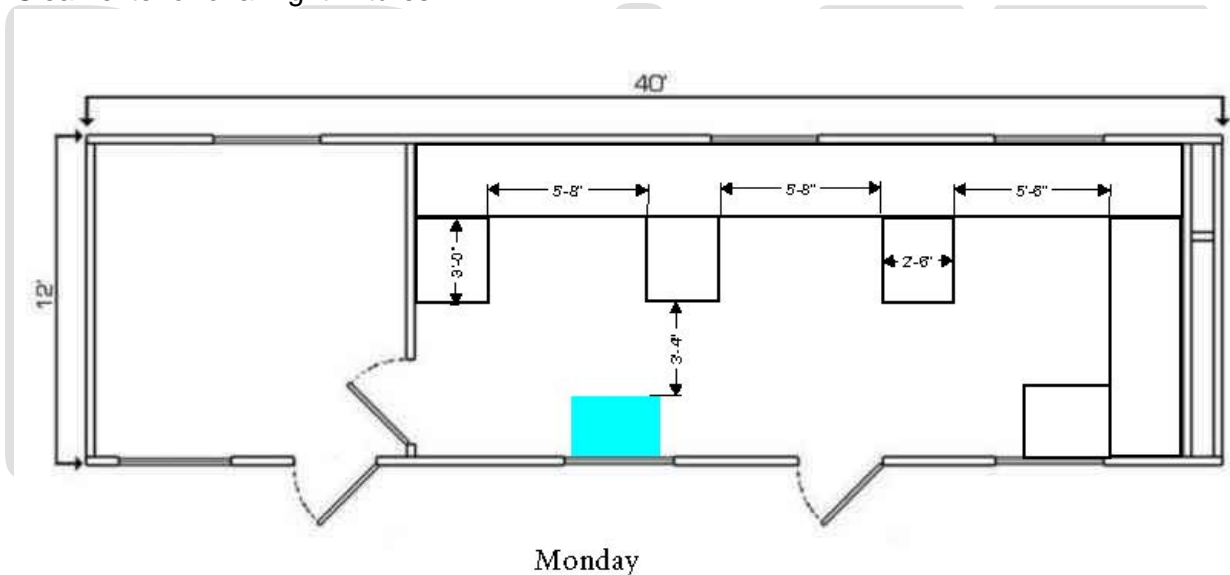
- Sanitize door handles.
- Remove fingerprints and smudges from switch plates and adjacent walls.
- Vacuum entrance walk-off mats.
- Empty garbage and recycling in each section's offices.
- Vacuum all carpeted floors.
- Empty and wipe clean waste receptacles. Replace plastic liners as needed.
- Dust all horizontal surfaces including furniture, desks, filing cabinets, wall cabinets, window ledges, baseboards, chair rails, etc. NOTE: Do not disturb materials left on surfaces to be cleaned.

WEEKLY SERVICES:

- Wipe door frames, window frames, and Venetian blinds with treated dust cloths.
- Clean telephones.
- Remove smudges and finger marks from doors and adjacent areas, woodwork, walls, and light switches.

MONTHLY SERVICES:

- Scrub wall surfaces, doors, sills, and waste receptacles.
- Dust wall surfaces within 84 inches of floor and under surfaces such as knee wells under desks, table legs, etc.
- Clean and/or spot-clean upholstered furniture.
- Clean kick plates, push plates, and door handles from entrance doors, and remove oil, grease, mold, etc., from around latches, hinges, and frame.
- Clean exterior of all light fixtures.



ATTACHMENT E TO SOLICITATION NO. 2017-02
RIDESOURCE FACILITY
240 GARFIELD, EUGENE, OREGON
BUILDING INFORMATION AND FREQUENCY SCHEDULE

RideSource Building

4,500 sq. ft.

**The square footage is an estimate.*

The following schedule of daily, weekly, monthly, quarterly, semiannual, and services as needed is provided to assist the CONTRACTOR and LTD to identify work to be accomplished. **CONTRACTOR will be expected to submit these schedules completed and dated as the services are completed.**

That rate of frequency may be adjusted in the form of a written request to LTD's Facilities Maintenance Supervisor. A written confirmation will be in the form of a Contract Amendment to the contract.

Janitorial tasks shall be performed at all entrances and reception areas, general offices, private offices, hallways, stairs, lunchrooms, restrooms, kitchens (including appliances), and courtyards. The CONTRACTOR is expected to close windows and turn off lights and fans when not in use.

The CONTRACTOR is expected to report to the Facilities Management Supervisor any hazardous conditions and items in need of repair, such as leaky faucets, toilet stoppages, and broken light fixtures.

A floor plan of the RideSource Building is attached below for reference.

RIDESOURCE BUILDING

Daily Services:

All Areas

- Sanitize door handles and crash bars.
- Remove fingerprints and smudges from switch plates and adjacent walls.
- Vacuum entrance walk-off mats.
- Empty garbage and recycling in each section's offices.

Restrooms

- Sweep and wet-mop floors with approved cleaner.
- Sanitize and wipe water closets, urinals, and wash basins (maintain traps odor-free).
- Sanitize and wipe mirrors, dispensers, and chrome fixtures.
- Sanitize and wipe all other surfaces (walls, doors, partitions).
- Empty and wipe clean waste receptacles; replace plastic liners.
- Service toilet tissue, seat cover, paper towel, sanitary napkin/tampon, and soap dispensers.
- Check soap dispenser levels and fill if necessary.

Office Areas and Conference Rooms

- Vacuum chairs in main entry.
- Vacuum all carpeted areas.
- Empty and wipe clean waste receptacles. Replace plastic liners as needed.
- Dust all horizontal surfaces including furniture, desks, filing cabinets, wall cabinets, window ledges, baseboards, chair rails, etc. NOTE: Do not disturb materials left on surfaces to be cleaned.
- Dust and polish reception area countertop.

Lunchroom

- Sweep and wet-mop floors with approved cleaner.
- Empty and wipe clean waste receptacles; replace plastic liners in waste receptacles. (All waste receptacles must be kept odor free.)
- Wipe clean all walls, tables, chairs, counters, doors, exterior of all appliances, and dust furniture.
- Wash and sanitize sink and faucet.

Lobby and Hallways

- Vacuum, sweep, and mop floors.
- Spot-clean vertical surfaces (doors, walls, etc.).
- Clean and sanitize drinking fountains.
- Wash interior and exterior glass on main entry door.
- Sanitize door handles.

Exterior Trash Receptacles

- Empty exterior trash receptacles as needed.

WEEKLY SERVICES:

- Scrub and disinfect vinyl and tile floors in restrooms, locker room, and lunchroom.
- Sanitize and wipe shower room walls/floors, shower curtains, and fixtures.
- Wipe door frames, window frames, and Venetian blinds with treated dust cloths.
- Clean interior and exterior of glass on all interior and exterior doors.
- Clean telephones.
- Remove smudges and finger marks from doors and adjacent areas, woodwork, walls, and light switches.
- Sweep (weather permitting) all concrete surfaces in courtyard and all sidewalks.

MONTHLY SERVICES:

- Clean and treat Marmoleum floor with approved materials.
- Scrub wall surfaces, partitions, doors, sills, and waste receptacles in restrooms.
- Dust wall surfaces within 84 inches of floor and under surfaces such as knee wells under desks, table legs, etc.
- Clean plastic upholstered furniture and spot-clean upholstered furniture.
- Clean kick plates, push plates, and door handles from entrance doors, and remove oil, grease, smudges, etc., from around latches, hinges, and frame.

- Clean exterior of all light fixtures.
- Clean areas around all interior and exterior doors.

QUARTERLY SERVICES:

- Dust or vacuum all surfaces over 84 inches from the floor.
- Clean and polish metal thresholds.
- Polish bright metal and woodwork.
- Damp-wipe Venetian blinds.

SEMIANNUAL SERVICES:

- Wash all interior and exterior window glass.
- Steam clean/shampoo carpets.
- Clean exterior ventilation ducts.
- Strip and Finish Marmoleum.

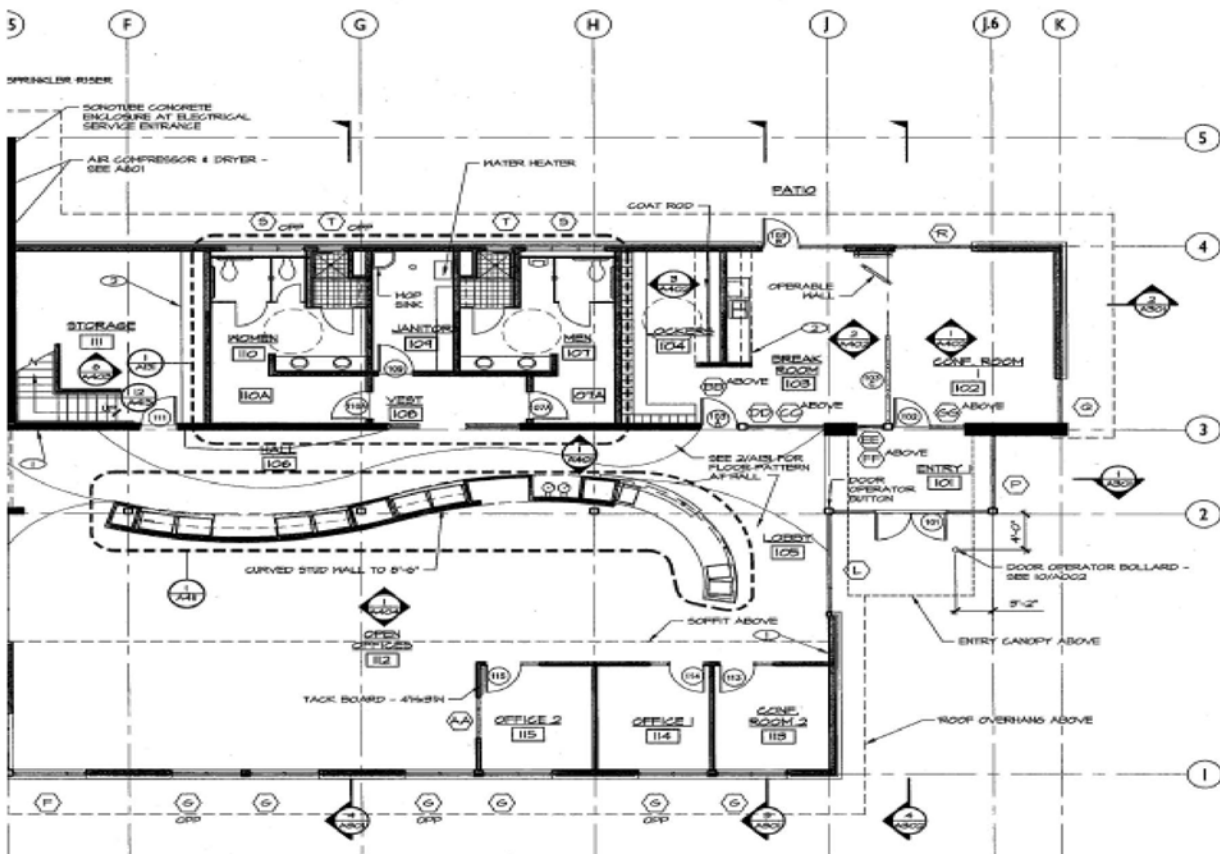


EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT

- I. Total Compensation.** This is a Firm, Fixed Price Contract with a Fixed Monthly Fee, for the administrative buildings, and a Fixed Rate per hour for Additional services, plus a handling fee for specific supplies.

LTD will pay CONTRACTOR the Firm Fixed Prices and Rates/Fee identified in their proposal attached hereto as Exhibit D of this Contract. It is understood by both parties that the maximum compensation under this Contract shall not exceed those amounts outlined below in Section II below. In no event will CONTRACTOR exceed the authorized "not-to-exceed" amount of the Contract without the express written consent of LTD. The annual maximum compensation under this Contract may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 13 of the Contract.

- II. Pricing and Rates.** LTD will pay CONTRACTOR the Firm Fixed Prices and Rates/Fee identified below for the performance of the Services provided herein.

BASE YEAR 1: \$67,617.00

BASE YEAR 2: \$85,617.00¹

PROPOSER'S HANDLING FEE: 5%²

- III. Partial Payment.** Payment for Services performed under the Contract shall be made based on actual services completed and substantiated by detailed invoices and other such documentation that LTD may reasonably require. Such invoices and other documentation will be verified by LTD, and payment will be made by LTD to the CONTRACTOR in the full amount of the actual services completed, less the total of all previous payments, up to the amounts identified in Section II, above.

- IV. Final Payment.** Upon completion, delivery and acceptance of all work contemplated under the Contract, the CONTRACTOR shall submit one (1) final invoice statement for the balance of the work performed. The CONTRACTOR agrees that acceptance of this final payment for the Contract shall be full and final settlement of all claims arising against LTD for work done, materials furnished, costs incurred, or otherwise arising out of this Contract and shall release LTD from any and all further claims of whatever nature, whether known or unknown, for and on account of said Contract, and for any and all work done and labor and materials furnished, in connection with same.

¹ Base Year 2 is inclusive of services required for the new Facilities Management Building to be added to the Glenwood Campus. This amount also represents the annual contract value for years 3-5, should LTD elect to exercise option years.

² Handling Fee is fixed for the full five year contract term.

EXHIBIT C

LTD REQUEST FOR PROPOSALS NO. 2017-02, FULLY-CONFORMED AND INCLUSIVE OF ALL
ADDENDA TO THE RFP IS INCLUDED HEREIN BY REFERENCE

DRAFT

EXHIBIT D
CONTRACTOR'S PROPOSAL IN RESPONSE TO RFP NO. 2017-02
[Contractor's Proposal attached hereto as the next unnumbered pages]

DRAFT

**EXHIBIT #13
PROPOSED PRICING**

INSTRUCTIONS: Please complete this form to provide your proposal price for the criteria listed below.

The Contractor must propose on each year of the five-year contract. Prices and discounts shall be firm for the Contract base term of two (2) years. Price changes will be considered in the event that a renewal option is exercised.

The monthly charge includes janitorial cleaning, and all cleaning products, according to the Scope of Work.

BASE YEAR 1

Location	Monthly Charge (x 12) =	Yearly Total
Administration Building	\$2106.50	\$25278.00
Future Facilities Management Building	\$0.00	\$0.00
Fleet Maintenance/Current Facilities Management/Fuel Building	\$1500.00	\$18000.00
Temporary Facilities Management Trailer	\$150.00	\$1800.00
RideSource Building	\$1878.25	\$22539.00
Grand Total for Year 1		\$67,617.00

BASE YEAR 2

Location	Monthly Charge (x 12) =	Yearly Total
Administration Building	\$2106.50	\$25278.00
Future Facilities Management Building	\$1500.00	\$18000.00
Fleet Maintenance/Current Facilities Management/Fuel Building	\$1500.00	\$18000.00
Temporary Facilities Management Trailer	\$150.00	\$1800.00
RideSource Building	\$1878.25	\$22539.00
Grand Total for Year 2		\$ 85617.00

CONTRACT YEAR 3

Location	Monthly Charge (x 12) =	Yearly Total
Administration Building	\$2106.50	\$25278.00
Future Facilities Management Building	\$1500.00	\$18000.00
Fleet Maintenance/Current Facilities Management/Fuel Building	\$1500.00	\$18000.00
Temporary Facilities Management Trailer	\$150.00	\$1800.00
RideSource Building	\$1878.25	\$22539.00
Grand Total for Year 3		\$ 85617.00

CONTRACT YEAR 4

Location	Monthly Charge (x 12) =	Yearly Total
Administration Building	\$2106.50	\$25278.00
Future Facilities Management Building	\$1500.00	\$18000.00
Fleet Maintenance/Current Facilities Management/Fuel Building	\$1500.00	\$18000.00
Temporary Facilities Management Trailer	\$150.00	\$1800.00
RideSource Building	\$1878.25	\$22539.00
Grand Total for Year 4		\$ 85617.00

CONTRACT YEAR 5

Location	Monthly Charge (x 12) =	Yearly Total
Administration Building	\$2106.50	\$25278.00
Future Facilities Management Building	\$1500.00	\$18000.00
Fleet Maintenance/Current Facilities Management/Fuel Building	\$1500.00	\$18000.00
Temporary Facilities Management Trailer	\$150.00	\$1800.00
RideSource Building	\$1878.25	\$22539.00
Grand Total for Year 1		\$85617.00

PRODUCT LIST AND HANDLING FEE

Cleaning Products (included in the monthly charge)	
Manufactures Name	Brand Name
#61 QM- STAPLES	SUSTAINABLE EARTH
#64 QM- STAPLES	SUSTAINABLE EARTH
#65 QM- STAPLES	SUSTAINABLE EARTH
#66 QM- STAPLES	SUSTAINABLE EARTH
#67 – STAPLES	SUSTAINABLE EARTH
#70 QM- STAPLES	SUSTAINABLE EARTH

Glenwood Supplies (to be itemized and billed monthly at cost with a handling fee)			
Item	Description/Quantity per item	Manufacture Name	Brand Name
Hand Towels Mfold towels WH	9.25"X 9.5"- 250 BUNDLE/16 BUNDELS/CASE	ECO-GREEN	ECO-GREEN
Toilet Tissue - 2-ply	550 SHEETS ROLL, 80 CT	GEORGIA PACIFIC	PREFERENCE
Seat Cover - 1/2 fold	C+/ 5000	STAPLES	BRIGHTON PROFESSIONALS
Trash Liners – 24x24 8 mic.	HI-DENSITY, 8MIL, 10 GAL, NATURAL CT/1000	STAPLES	BRIGHTON PROFESSIONALS
Trash Liners - 30x37 8 mic.	HI-DENSITY, CLEAR, 20-30GAL 500 BAGS/BOX	STAPLES	BRIGHTON PROFESSIONALS
Trash Liners – 43x48 2.0 mil.	2 MIL, 100CT, LLDPE, FLAT PACK	STAPLES	BRIGHTON PROFESSIONALS
Urinal Inserts - 3D anti-splash	CITRUS ZEST, ORANGE 12/BOX	FRESH PRODUCTS	IMPACT
Blue Soap	JENTLE BLUE SOAP 4 GL/CS	PETRA HYGIENIC SYSYSTEMS	JENTLE
Liquid Soap			
Foam Soap	UNSCENTED	GOJO IND	GOJO

PROPOSER'S HANDLING FEE 5 %
 (HF cannot exceed 5% and will be fixed for the 5 year contract term)

ADDITIONAL SERVICES AS NEEDED

Period	Fixed Hourly Rate Monday through Friday	Fixed Hourly Rate Saturday through Sunday and Emergencies
Base Year 1	\$22.00	\$25.00
Base Year 2	\$22.00	\$25.00
Option Year 3	\$22.00	\$25.00
Option Year 4	\$22.00	\$25.00
Option Year 5	\$22.00	\$25.00

The undersigned proposer submits this proposal to Lane Transit District (LTD) in accordance with LTD's Request for Proposal (RFP). The undersigned agrees that this proposal constitutes a valid firm offer that shall not be withdrawn sooner than ninety (90) calendar days after proposals are opened.

Proposer understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with LTD that incorporates the terms and conditions of the entire Request for Proposals package.

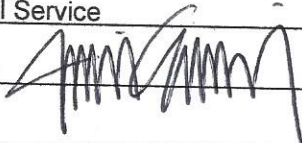
The person signing this Proposed Pricing Exhibit for the proposal certifies that he or she is authorized by the proposer to sign on the proposer's behalf, and that the proposer shall be bound contractually by that signature.

The documents enclosed with this proposal shall be made a part of the contract if the contract is awarded to this proposer. This proposal is made without connection with any other person, firm, or corporation making a proposal for the same contract, and is in all respects fair and without collusion or fraud.

If awarded the contract, Proposer agrees to deliver to LTD the required insurance certificates within ten (10) calendar days of the Notice of Award.

Contractor Name: Ninfa's Elite Janitorial Service

Signature of Authorized Representative: _____



Printed Name: Jamie Espinoza

Date: 4/24/17

Title/Position: Co-owner/President

DOCUMENTATION FOR NO-BID
JANITORIAL SERVICES – GLENWOOD AND RIDESOURCE FACILITIES
RFP 2017-02

Troy's Janitorial –

Robin Troy
[REDACTED]

- Called on 4/25/17 and left a message

Freeman Northwest –

Mollie Billings
[REDACTED]

- Called on 4/25/17 left a message with Mollie on why a no bid. She will get back to me.
- Morgan stated that the main reason they did not bid was the supply fee of a max 5% was not acceptable. They charge at least 30% or have the companies they contract for, order their own supplies and pay direct.

Clean Solutions –

Wendy Roberts
[REDACTED]

- Father passed away, so was unable to meet the deadline. They would have bid, but was in Arizona taking care of personal matters.

RESOLUTION NO. 2017-04-19-016

A RESOLUTION APPROVING CONTRUACTUAL SERVICES BETWEEN LANE TRANSIT DISTRICT AND NINFA'S ELITE JANITORIAL SERVICE FOR PROVIDING JANITORIAL SERVICES FOR LTD'S GLENWOOD AND RIDESOURCE FACILITIES

WHEREAS, Lane Transit District (LTD) is authorized to enter into contractual agreements pursuant to ORS 267.200 (3)-(4);

WHEREAS, the Oregon Public Contracting Code and the LTD Procurement Policy require that all contracts for goods, services, or public improvement projects be based upon competitive bids or proposals, unless an exception applies;

WHEREAS, pursuant to LTD resolution No. 2017-03-15-011, the LTD Board of Directors is the LTD Contract Review Board and is required to authorize all contracts exceeding \$149,999;

WHEREAS, the Contract Review Board has authorized the LTD Finance Committee to review and recommend action on contracts prior to those contracts being presented to the LTD Board for review and approval;

WHEREAS, the Finance Committee reviewed the proposed contract between LTD and Ninfa's Elite Janitorial Service on Monday, May 8, 2017, and recommended adoption;

NOW, THEREFORE, BE IT RESOLVED that the Lane Transit District Board of Directors, acting as the LTD Contract Review Board, passes a Resolution as follows:

- 1) The contract shall be in compliance with all applicable laws and regulations.
- 2) Once any protest period has passed and no protests being received and/or such protests being resolved in accordance with Oregon law and the LTD Procurement Policy, the General Manager, or her designee, is hereby authorized to: (a) negotiate and enter into a contract with Ninfa's Elite Janitorial Service for the purpose of providing janitorial services for LTD's Glenwood and RideSource facilities in an amount not to exceed \$410,085.00; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10% of the initial contract price or \$150,000, whichever is less.

ADOPTED BY THE LANE TRANSIT DISTRICT ON THE 17th DAY OF May, 2017.

PRESIDENT, Gary Wildish

ATTEST:

Approved as to form: _____
Legal Counsel

AGENDA ITEM SUMMARY

DATE OF MEETING: May 17, 2017

ITEM TITLE: CONTRACT AMENDMENT – Janitorial Services and Supplies for Eugene Station, Springfield Station, Neighborhood Stations, and EmX Stations

PREPARED BY: Joe McCormack, Director of Facilities Management; Collina Washington, Procurement Manager

ACTION REQUESTED: Approval

PURPOSE/OBJECTIVE: This action will authorize the general manager to amend the existing contract with Ninfa's Elite Janitorial Service to extend cleaning services for LTD's facilities until August 31, 2017 to allow time to re-solicit these services.

DESCRIPTION/JUSTIFICATION: Daily, weekly, and monthly professional cleaning is needed in the public spaces throughout the District. The extended contract time will allow enough time to continue to provide cleaning services while LTD prepares for a new solicitation.

CONTRACT HISTORY: Ninfa's Elite Janitorial Service is currently under contract for these services which was executed in 2011. The contract expires May 31, 2017.

PROCUREMENT IMPACT: To encourage competition and the utilization of Emerging Small Businesses (ESB) and Disadvantaged Business Enterprises (DBE), Facilities Management has decided to break out its overall janitorial services into smaller bid packages. Those packages are:

1. Glenwood Campus and RideSource Facility
2. Eugene Station and Springfield Station
3. Neighborhood Stations
4. EmX Stations

The Glenwood Campus and RideSource Facility package was let in March 2017 with bids due on April 27, 2017. A single proposal was received in response to this RFP. After having made inquiries with potential proposers, and conducting a "Lessons Learned" exercise regarding this solicitation, both Facilities Management and Procurement are reviewing the remaining packages to ensure that we encourage the greatest competition and allow more time for proposers to respond. The extension of the current contract will provide staff with the time to complete their assessment of the technical specifications and to solicit for proposals.

POLICY IMPACT:

1. LTD Resolution No. 2017-03-15-011 requires that contracts exceeding \$149,999 must be presented to the Board of Directors for review and approval.
2. Within the "What Drives Us" Mission Statement; LTD has committed to "practicing safety and maintaining safe and accessible vehicles, services, and facilities". Maintaining a safe and healthy workplace and environment for visiting public and customers is a core service the LTD

AGENDA ITEM SUMMARY

Contract Extension – 2011-14

Janitorial Services

Page 2

Facilities Management Division provides. Janitorial services is a critical component of those services.

ECONOMIC IMPACT: This contract amendment extends the contract period from May 31, 2017, through August 31, 2017. All current pricing will stay the same for the duration of this contract amendment. Total monthly services and supplies is \$39,077. The value of the three-month extension is \$117,231.

FUNDING SOURCE: General Fund

REQUIRED REPORTING: None

RECOMMENDATIONS: Authorize the General Manager to amend current contract no. 2011-14 with Ninfa’s Elite Janitorial Service.

ALTERNATIVES: N/A

ATTACHMENTS: Contract Amendment Ten for Contract 2011-14; Resolution No. 2017-04-19-017

PROPOSED MOTION:

Resolution No. 2017-04-19-017: Be it resolved that the Lane Transit District Board of Directors approves Contract Amendment Ten for Contract 2011-14 and authorizes the General Manager, or her designee, to: (a) negotiate and enter into a contract with Ninfa’s Elite Janitorial Service for the purpose of extending cleaning services for Lane Transit District facilities until August 31, 2017, in an amount not to exceed \$117,231; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10% of the initial contract price or \$150,000, whichever is less.

**AMENDMENT TEN
TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN
LANE TRANSIT DISTRICT AND
NINFA'S ELITE JANITORIAL SERVICES**

LTD CONTRACT NO. 2011-14

This Amendment is made and entered into this **28th** day of **April**, 2017 ("Effective Date") between LANE TRANSIT DISTRICT ("LTD"), a special district created pursuant to Oregon Revised Statute 267.010, and NINFA'S ELITE JANITORIAL SERVICES (the "Contractor"). LTD and Contractor may hereinafter from time to time be referred to as "Party" or "Parties."

RECITALS

WHEREAS, LTD issued Contract No. 2011-14 for the purpose of obtaining a qualified firm or individual to provide janitorial services; and

WHEREAS, LTD has agreed to extend the contract period; and

NOW, THEREFORE, the Contract is hereby amended as follows:

- **TERM** – This contract amendment extends the contract period from May 31, 2017, through August 31, 2017, to allow enough time to complete the services under this contract while LTD prepares for a new solicitation. All current pricing will stay the same for the duration of this contract amendment.
- **COMPENSATION** – An additional \$117,231.00 will be added to the total contract value as detailed below:

Location	Service	Supplies – Estimated Contractor bills actual + 10%
Eugene Station	\$8,850.00	\$1,400.00
Springfield Station	\$5,005.00	\$1,600.00
Station Cleaning	\$7,325.09	
Other Stations:		
River Road	\$ 510.00	
Amazon	\$ 470.45	
Gateway	\$ 508.18	
Valley River	\$ 460.45	
Thurston	\$ 590.46	
Seneca	\$ 300.00	
University (North & South)	\$1,160.46	
	\$4,000.00	\$565.00
EmX Stations:		
Franklin EmX (13 platforms)	\$3,910.00	
Gateway EmX (22 platforms)	\$5,651.91	
Total EmX Stations	\$9,561.91	
West Eugene EmX (22 platforms)	\$ 770.00	
Total Monthly Contract Extension Amount	\$35,512	\$3,565

RESOLUTION NO. 2017-04-19-017

A RESOLUTION APPROVING CONTRUACTUAL SERVICES BETWEEN LANE TRANSIT DISTRICT AND NINFA'S ELITE JANITORIAL SERVICE FOR EXTENDING CLEANING SERVICES FOR LANE TRANSIT DISTRICT FACILITIES UNTIL AUGUST 31, 2017

WHEREAS, Lane Transit District (LTD) is authorized to enter into contractual agreements pursuant to ORS 267.200 (3)-(4);

WHEREAS, the Oregon Public Contracting Code and the LTD Procurement Policy require that all contracts for goods, services, or public improvement projects be based upon competitive bids or proposals, unless an exception applies;

WHEREAS, pursuant to LTD resolution No. 2017-03-15-011, the LTD Board of Directors is the LTD Contract Review Board and is required to authorize all contracts exceeding \$149,999;

WHEREAS, the Contract Review Board has authorized the LTD Finance Committee to review and recommend action on contracts prior to those contracts being presented to the LTD Board for review and approval;

WHEREAS, the Finance Committee reviewed the proposed contract between LTD and Ninfa's Elite Janitorial Service on Monday, May 8, 2017, and recommended adoption;

NOW, THEREFORE, BE IT RESOLVED that the Lane Transit District Board of Directors, acting as the LTD Contract Review Board, passes a Resolution as follows:

- 1) The contract shall be in compliance with all applicable laws and regulations.
- 2) Once any protest period has passed and no protests being received and/or such protests being resolved in accordance with Oregon law and the LTD Procurement Policy, the General Manager, or her designee, is hereby authorized to: (a) negotiate and enter into a contract with Ninfa's Elite Janitorial Service for the purpose of extending cleaning services for Lane Transit District facilities until August 31, 2017, in an amount not to exceed \$117,231; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10% of the initial contract price or \$150,000, whichever is less.

ADOPTED BY THE LANE TRANSIT DISTRICT ON THE 17th DAY OF May, 2017.

PRESIDENT, Gary Wildish

ATTEST:

Approved as to form: _____
Legal Counsel

AGENDA ITEM SUMMARY

DATE OF MEETING: May 17, 2017

ITEM TITLE: CONTRACT – Landscape Services for District Facilities

PREPARED BY: Joe McCormack, Director of Facilities Management; Collina Washington, Procurement Manager

ACTION REQUESTED: Approval

PURPOSE/OBJECTIVE: This action will authorize the general manager to enter into contract with Elms Landscape Services to provide landscape services for LTD’s facilities.

DESCRIPTION/JUSTIFICATION: Professional landscape services is needed at each operational campus and public transit stations throughout the District.

LTD’s landscape needs to be kept healthy, clean, safe and attractive. Professional are needed using the proper tools, supplies, combined with knowledge, physical exertion and skills to carry out the work successfully. A groundskeeper may plan or carry out annual plantings and harvestings, periodic weeding and fertilizing, other gardening, lawn care and irrigation repair.

Over the last fifteen to twenty years landscaped storm water facilities have become prevalent and in many cases required by local jurisdictions. Thus, special care is needed to maintain working swales to jurisdictional requirements and pass annual inspections.

A contractor is needed to work across LTD’s service area in multiple jurisdictions. When operating in the right-of-way or near sensitive infrastructures, the selected Contractor will be expected to abide by the jurisdictional requirements for safety, traffic control, and storm water protection implications. Additionally, LTD’s bus stops, shelters, and facilities are adjacent to private property, and LTD expects the selected Contractor to respectfully and professionally address landscaping and irrigation system maintenance needs in these areas.

CONTRACT HISTORY: Elms Landscape Services is currently under contract (2011-23) for these services which expires on June 30, 2017.

PROCUREMENT IMPACT: On January 31, 2017, LTD let Requests for Proposals No. 2017-08 seeking qualified contractors or teams capable of providing landscaping and irrigation system maintenance services to maintain all of LTD’s properties and any public or private property to which LTD has access. Proposals were due on March 31, 2017, by not later than 11:00 AM (Pacific). LTD received three proposals in response to its solicitation via its eBid eXchange Procurement portal:

<u>Contractor</u>	<u>Responsive?</u>	<u>Scoring</u>	<u>Base Contract Value</u>
Elms Landscape Services, Inc.	Yes	96	\$166,856.00
Green Acres	No	NA	NA
Thompson	Yes	80	\$239,353.17

AGENDA ITEM SUMMARY

LTD Solicitation No. 2017-08

Landscape & Irrigation Maintenance

Page 2

The Evaluation Committee determined that Elms Landscape Services was the most responsive and responsible bidder. A draft contract for the provision of the related services has been attached to this Agenda Item Summary.

This procurement was conducted in compliance with 2 CFR Part 200, the Office of Management and Budget's Uniform Administrative Requirements, Costs Principles and Audit Requirements (Super Circular); the Federal Transit Administration's (FTA) Circular 4220.1F Third Party Contracting Guidelines; Oregon Public Contracting Code; and, LTD's Purchasing Policy Rules.

POLICY IMPACT:

1. Oregon Public Contracting Code and LTD's Purchasing Policy Rules require that such services be obtained utilizing a competitive solicitation process.
2. LTD Resolution No. 2017-03-15-011 requires that contracts exceeding \$149,999 must be presented to the Board of Directors for review and approval.

ECONOMIC IMPACT: The contract will be for a base term of two (2) years, with three (3) additional option years, for a maximum contract term of five (5) years. The annual cost for these services begins at \$82,602 with a five-year total value of \$430,382. This is a 13.5% decrease over the current contract value.

FUNDING SOURCE: Landscape and Irrigation Maintenance are budgeted as an element of the Facilities Management division's operating budget. The contract amounts are within budget.

REQUIRED REPORTING: None

RECOMMENDATIONS: Authorize the General Manager to enter into the contract with Elms Landscape Services.

ALTERNATIVES: Re-bid or hire in-house landscape staff; likely to not be as cost effective as the current proposal.

ATTACHMENTS: Contract 2017-08; Resolution No. 2017-04-19-018

PROPOSED MOTION:

Resolution No. 2017-04-19-018: Be it resolved that the Lane Transit District Board of Directors approves Contract 2017-08 and authorizes the General Manager, or her designee, to: (a) negotiate and enter into a contract with Elms Landscape Services for the purpose of providing landscape services for LTD's facilities in an amount not to exceed \$430,382; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10% of the initial contract price or \$150,000, whichever is less.

**CONTRACT BETWEEN LANE TRANSIT DISTRICT AND
ELMS LANDSCAPE SERVICES, INC FOR THE PROVISION OF JANITORIAL
SERVICES AT THE GLENWOOD AND RIDESOURCE FACILITIES**

LTD CONTRACT NO. 2017-08

This Contract is made and entered into this ____ day of _____, 2017 (“Effective Date”) between the LANE TRANSIT DISTRICT (“LTD”), a regional transportation district and a political subdivision of the State of Oregon, and ELMS LANDSCAPE SERVICES, INC (“Elms” or “CONTRACTOR”), a corporation organized pursuant to the laws of the state of Oregon. LTD and CONTRACTOR may hereinafter from time to time be referred to as “Party” or “Parties”.

RECITALS

WHEREAS, LTD desires to enter into a Contract with a qualified landscaping and irrigation system maintenance contractor to maintain all of LTD’s properties and any public or private property to which LTD has access, as described in LTD Solicitation No. 2017-08 (“the solicitation”), fully conformed, and incorporated herein by reference (“Services” or the “Work”); and

WHEREAS, LTD has selected CONTRACTOR to provide the Services in accordance with its Procurement Policy and Rules Manual; and

WHEREAS, the CONTRACTOR has represented to LTD that it is sufficiently qualified and experienced to provide those Services detailed in the solicitation, and LTD has relied on such representations; and

WHEREAS, sufficient authority exists in LTD’s rules and regulations and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, LTD and the CONTRACTOR agree as follows:

ARTICLE 1 – SCOPE OF WORK

The required Services are as enumerated and described in Exhibit A – Scope of Work, which document is attached hereto and incorporated herein.

ARTICLE 2 – COMPENSATION AND PAYMENT

The terms for Compensation and Payment are set forth in Exhibit B – Compensation and Method of Payment for Services, attached hereto and incorporated herein. The total value of the Contract, as specified in Exhibit B – Compensation and Method of Payment, may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 13 below.

Any services not required by the terms of this Contract that are performed without prior written authority from LTD, will be considered as unauthorized and at the sole expense of CONTRACTOR. Services so performed will not be compensated, and no extension in the period of performance will be granted on account thereof.

The parties agree that LTD is a governmental entity and that all obligations beyond the current fiscal year are subject to funds being budgeted and appropriated by its Board of Directors. LTD's financial obligation under the Contract shall be contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of LTD for any payment may arise until funds are made available for the Contract by LTD's Board of Directors.

ARTICLE 3 – CONTRACT TYPE AND TERM

This is a Firm, Fixed Price Contract for the services provided as outlined in Exhibit A Scope of work and according to Contractor's Proposal, attached hereto as Exhibit D.

The base term of the contract shall be for two (2) years. LTD may opt to extend the contract for not more than three (3) additional years, exercisable in 12 month increments. Any extension of the Term of Contract will be in writing and signed by both parties to the Contract in the form of a Contract Amendment as set forth in Article 13 below. Subject to any options to extend the base term of the Contract, the selected CONTRACTOR will be required to perform until the end of the contract period. The exercise of an option to extend the term of the Contract will not obligate, or be deemed to obligate, LTD to exercise a subsequent option to extend the term of the Contract.

At the termination or expiration of the contract, whichever applies, LTD may elect to extend the contract for an additional 120 days to allow for transition of a new contractor. The CONTRACTOR agrees to continue providing the same level of service to LTD during a transitional period of 120 days. CONTRACTOR will hold to rates in effect at the termination of the contract, while the new contract, also in force, is being mobilized.

The total possible maximum contract period shall not exceed five (5) years and 120 days.

ARTICLE 4 – PERIOD OF PERFORMANCE

- (1) The period of performance under the Contract is for two (2) years, commencing on the Effective Date shown above. Any extension of the Term of Contract will be in writing and signed by both parties to the Contract in the form of a Contract Amendment as set forth in Article 13 below.
- (2) CONTRACTOR will not be considered in default in the performance of its obligations with respect to schedule for completion of tasks affected to the extent that the performance of any such obligation is prevented or delayed by an excusable delay. Should CONTRACTOR'S Services be delayed by an excusable cause, CONTRACTOR'S schedule for completion of tasks affected by such delay may be extended. Excusable delays may include, but are not limited to, Acts of God or acts or failures to act of government agencies, including LTD in either their sovereign or contractual capacities; fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, civil disturbances; provided, however, that in every case the failure to perform must be reasonably beyond the control, and without the fault or negligence of, the CONTRACTOR. No action or failure to act that is expressly contemplated by this Contract will be deemed an excuse for CONTRACTOR's nonperformance.

Within thirty (30) days after the last day of delay, CONTRACTOR will furnish LTD with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract references, and the measures taken to prevent or minimize the delay. Failure to submit such information in a timely manner will be sufficient cause for denying the delay claim.

- (3) Subject to any options to extend the base term of the Contract, the selected CONTRACTOR will be required to perform until the end of the contract period.

ARTICLE 5 – CONTRACT AND CONTRACT DOCUMENTS

The Contract consists of the following documents:

- (1) Contract between LTD and CONTRACTOR;
- (2) Exhibit A – Scope of Work;
- (3) Exhibit B – Compensation and Method of Payment for Services;
- (4) Exhibit C – LTD Request for Proposals No. 2017-08, fully-conformed and inclusive of all addenda to the RFP (by reference);
- (5) Exhibit D – CONTRACTOR’s Proposal in response to RFP No. 2017-08;

In addition, all modifications to the Contract after contract execution shall be made in the form of Contract Amendments in accordance with Article 13 below shall be incorporated into and made part of the Contract.

The documents specified in the paragraph above form the Contract between LTD and CONTRACTOR. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Contract Amendment as defined in Article 13 below.

ARTICLE 6 – ORDER OF PRECEDENCE OF THE CONTRACT DOCUMENTS

In the event of inconsistency between provisions of the Contract Documents, the inconsistency will be resolved by giving precedence in the following order:

- (1) Contract Amendments;
- (2) The Contract between LTD and CONTRACTOR;
- (3) Exhibit A – Scope of Work;
- (4) Exhibit C – LTD Solicitation No. 2017-08, fully-conformed and inclusive of all addenda to the RFP.

ARTICLE 7 – PROJECT AUTHORIZATION AND PERFORMANCE

- (1) Following contract execution, LTD will issue a purchase order which shall act as a Notice to Proceed to CONTRACTOR, and which shall authorize and direct CONTRACTOR to begin work on the Contract. The CONTRACTOR shall begin work no later than fourteen (14) calendar days after the Effective Date of the Contract, or three (3) calendar days after receipt of the Notice to Proceed, whichever is later.
- (2) Standard of Performance. CONTRACTOR will perform and require its subcontractors to perform the Services in accordance with the requirements of this Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing services of a similar nature. CONTRACTOR will be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, it being understood that LTD will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Services. The foregoing obligations and standards will constitute the "Standard of Performance" for purposes of this Contract.
- (3) All workers will have sufficient skill and experience to perform the work assigned to them. LTD will have the right, in its sole and absolute discretion, to require the removal of CONTRACTOR's

personnel at any level assigned to the performance of the Services at no additional cost to LTD, if LTD considers such removal necessary in its best interests and requests such removal in writing. Further, an employee who is so removed will not be re-employed on this Contract.

ARTICLE 8 – CONTRACT MANAGER AND KEY PERSONNEL

- (1) The LTD Contract Manager for this Contract is LTD's Director of Facilities Management, unless otherwise designated in writing by the LTD General Manager ("GM").
- (2) Contractor's Key Personnel. Contractor shall provide a list of its Key Personnel with contact information to the LTD Contract Manager no later than fourteen (14) calendar days after the Effective Date of the Contract, or three (3) calendar days after receipt of the Notice to Proceed, whichever is later.

ARTICLE 9 – INDEPENDENT CONTRACTOR

The CONTRACTOR is not an officer, employee, or agent of LTD or the State of Oregon as those terms are used in the State Tort Claims Act (ORS 30.265).

CONTRACTOR shall perform the Services required under this Contract as an Independent CONTRACTOR, not as an agent or employee of LTD. CONTRACTOR has no authority to make any statement, representation, or commitment of any kind or to take any action binding upon LTD, without LTD's written authorization. LTD is only interested in the results achieved by the Services performed by the CONTRACTOR; the manner of legally achieving those results is the responsibility of the CONTRACTOR.

All of the Services required by this Contract shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in the Services shall be fully qualified.

Furthermore, it is understood that LTD will not provide insurance or benefits of any nature to the CONTRACTOR, its employees, or subcontractors.

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The CONTRACTOR further agrees that in the performance of the Contract, no person having any such interests shall be employed.

ARTICLE 10 – INVOICING AND PAYMENT

LTD will pay CONTRACTOR, as full and complete compensation, for completion of the Services pursuant to the Contract, and costs assuming all duties, responsibilities, and obligations under the Contract.

- (1) CONTRACTOR shall submit to LTD's Contract Manager complete, properly supported and audit-worthy invoices for the Services performed in the preceding month by not later than the 20th day of each month. CONTRACTOR may submit no more than one (1) invoice to LTD for every 30 calendar days of the Term of Contract.
- (2) Invoices shall be sent electronically to ap@ltd.org in PDF format.
- (3) Payment terms are net 30 calendar days following receipt of a correct and audit worthy invoice by LTD. A correct and audit worthy invoice shall include:

- a. the applicable purchase order number and LTD contract number;
 - b. total invoice amount (including itemized amounts charged for labor and materials);
 - c. total number of labor hours expended and labor billing rates;
 - d. invoice billing period;
 - e. description of the Services performed during the invoice billing period (including completed Deliverables);
 - f. any other information that LTD may reasonably require
- (4) The presentation of invoices by CONTRACTOR to LTD constitutes an express warranty and representation by CONTRACTOR to LTD that the Services have progressed to the point indicated and that the quality of the Services is in accordance with this Contract.
- (5) No approval of any invoice, nor any payment, final or otherwise, nor any use or approval of deliverables by LTD shall itself constitute Acceptance of the Services.
- (6) LTD may withhold all or part of any amounts due CONTRACTOR to protect LTD from a loss.
- (7) CONTRACTOR shall maintain books and records supporting all amounts invoiced to LTD. CONTRACTOR shall preserve such books and records for the duration of this Contract and for seven (7) years thereafter, during which time LTD and its representatives shall have access to such books and records and shall have the right to make any copies thereof for the purpose of auditing or verifying invoices or for any other reasonable business purpose.

CONTRACTOR warrants and represents that all books and records specified above shall be complete and accurate and that LTD may rely on such records and books for any purposes. If CONTRACTOR becomes aware that such records are inaccurate or incomplete, CONTRACTOR will promptly notify LTD in writing.

ARTICLE 11 – EMPLOYMENT OF DISTRICT'S PERSONNEL

The CONTRACTOR shall not employ any person or persons in the employ of LTD for any work required by the terms of this Contract without the written permission of LTD, except as may otherwise be provided for herein.

ARTICLE 12 – REVIEW OF WORK

[INTENTIONALLY OMITTED]

ARTICLE 13 – CHANGES

- (1) LTD shall have the right, without additional consent from CONTRACTOR and without invalidating the Contract, to add, delete, or change the required Services.
- (2) Contract Amendments. LTD shall issue Contract Amendments to make additions, deletions, or changes to the required Services. To initiate a Contract Amendment, LTD shall send CONTRACTOR a Request for Contract Amendment. Upon receipt, CONTRACTOR shall prepare an estimate of the effects of the change on the Contract Budget and/or Term of Contract. Upon agreement between CONTRACTOR and LTD on the effects of the change, LTD will issue a Contract Amendment specifying any change to the Contract Budget or the Term of Contract.

- (3) The Contract Budget and/or Term of Contract shall be subject to adjustment only by Contract Amendment(s).

ARTICLE 14 – SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the Services required under this Contract, LTD materially alters the scope, character, complexity, or duration of the Services from those required under the Contract, a Contract Amendment may be executed between the parties.

Minor changes in the Services which do not involve increased compensation, extensions of time or changes in the goals and objectives of the Services may be made by written notification of such change by either LTD or the CONTRACTOR with written approval by the other party.

ARTICLE 15 – ERRORS AND OMISSIONS

No advantage shall be taken by the CONTRACTOR in the omission of any part or detail which goes to make the execution of the service complete even though such part or detail is not named in the Scope of Work. CONTRACTOR will carefully study this Contract; will verify all figures in these contract documents before performing the Services; will promptly notify LTD of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such nonconformities are discovered, will obtain specific instructions in writing from LTD before proceeding with the Services. Any Services affected which are performed prior to LTD decision will be at CONTRACTOR'S risk.

LTD will be entitled to make such corrections therein and interpretations thereof as it may deem necessary for the fulfillment of the intent of this Contract. Omissions or erroneous descriptions of any Services that are manifestly necessary to carry out the intent of this Contract, or that are customarily performed, will not relieve CONTRACTOR from performing such Services at no additional expense and/or delay, and such Services will be performed as if fully and correctly set forth in this Contract.

ARTICLE 16 – INDEMNIFICATION

- (1) Professional Liability. The CONTRACTOR shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The CONTRACTOR shall be liable to LTD for any loss, damages or costs incurred by LTD for the repair, replacement or correction of any part of the project or services to be rendered which is deficient or defective as a result of any failure of the CONTRACTOR to comply with this standard.
- (2) Indemnification. To the fullest extent permitted by law and except for all professional liability claims, damages, losses and expenses, the CONTRACTOR shall indemnify, defend, and hold harmless LTD and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, but only to the extent caused by the negligent act or omission of, or breach of contract by, the CONTRACTOR, any subcontractor of the CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this

Contract. LTD may, if it so desires, withhold the payments due the CONTRACTOR so long as shall be reasonably necessary to indemnify LTD on account of such injuries.

In any and all claims against LTD or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor of the CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor.

The parties agree that nothing contained herein waives or is intended to waive any other rights, protections, immunities, defenses or limitations on liability provided by law, and subject to any applicable provisions of the Oregon Constitution and applicable laws.

ARTICLE 17 – INSURANCE

- (1) CONTRACTOR shall procure and maintain, until all of its obligations under this Contract have been discharged, including until any warranty periods under this Contract are satisfied, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of the indemnification agreement that is part of this contract shall apply to anyone hired by CONTRACTOR to work under this agreement. CONTRACTOR shall procure and maintain in effect the following types of insurance at least as broad and with limits of liability not less than those stated below.
- (2) Within ten (10) days of awarding this contract, and thereafter on at least an annual basis, the CONTRACTOR shall furnish LTD's Procurement Manager with Certificates of Insurance indicating the correct insurance coverage has been obtained and is in full force and effect through the next date of notification.
- (3) Insurance.
 - a. The Contractor agrees that it will, at all times during the term of the agreement, keep in force a tort liability insurance policy (policies), issued by a company authorized to transact business in the State of Oregon, with limits of liability provided therein of at least \$175,000 for property damage sustained by any person, \$1,500,000 for injury and/or damages to any one person, and \$2,000,000 for total injuries and/or damages arising from any one occurrence. If the insurance has an aggregate limit, the Contractor shall secure excess insurance in the amount of \$5,000,000. The Contractor shall carry both collision and comprehensive coverage on vehicles.
 - b. Contractor shall provide Workers' Compensation benefits for persons performing work under this contract in accordance with applicable state and federal laws and shall provide a certificate of insurance to LTD.
 - c. Public liability on a comprehensive basis, including personal injury liability, in an amount not less than \$5,000,000 combined single-limit per occurrence for bodily injury and property damage. LTD and its directors, officers, representative, agents, and employees shall be shown as additional insureds with respect to coverage, but shall not be held responsible for remittance of any premiums or payments of any kind, or subrogation with respect to the associated coverage.

- d. Automobile liability insurance covering all owned, non-owned, and hired vehicles used in connection with the work as specified in the contract, in an amount not less than \$300,000 combined single-limit per occurrence for bodily injury and property damage.
 - e. The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals that most nearly reflect the operations of the Contractor.
 - f. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Oregon.
- (4) CONTRACTOR's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed below.
- a. The CONTRACTOR shall add LTD and its directors, officers, representatives, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Worker's Compensation policies).
- (5) Certificates of Insurance: The CONTRACTOR shall furnish to LTD a certificate(s) of insurance (using ACORD form or equivalent) provided by the CONTRACTOR's insurance carrier or agent to show that the insurance specified in this contract is in force stating policy numbers, dates of expiration, limits of liability and coverages thereunder, the name of the project, or "Any and All Operations" if working on more than one project and further providing that the insurance shall not be cancelled until the expiration of thirty (30) days after written notice of such cancellation has been mailed to LTD. Such notice shall be mailed certified mail, return receipt requested.
- (6) Waiver of Subrogation: CONTRACTOR and LTD waive all rights against (1) each other and any of their CONTRACTORS, agents and employees, each of the other, and (2) LTD, separate CONTRACTORS, and any of their CONTRACTORS, subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the contract or other property insurance applicable to the work, except such rights as they may have to proceeds of such insurance held by the LTD as fiduciary.
- (a) CONTRACTOR shall require their agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies, except for workers' compensation, shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- (7) Special Provisions:
- (a) If CONTRACTOR fails to procure and maintain such insurance, CONTRACTOR will be in breach of the Contract and LTD shall have the right to proceed with Termination of the Contract and whatever judicial remedies may be appropriate.
 - (b) Maintenance of the foregoing insurance coverage shall in no way be interpreted as relieving the CONTRACTOR of any responsibility hereunder. The CONTRACTOR may

secure, at its own expense, such additional insurance as the CONTRACTOR deems necessary.

- (c) Insurance coverage carried by the CONTRACTOR shall not be subject to limitations, conditions or restrictions reasonably deemed by LTD to be inconsistent with the intent of the Insurance Requirements to be fulfilled by CONTRACTOR under this Article 17.
- (d) All policies are to be written through companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The insurance companies must have an A.M. Best rating of A:XI or better in most recent Best's Key Rating Guide.
- (e) Approval, disapproval or failure to act by LTD regarding insurance supplied by the CONTRACTOR shall not relieve the CONTRACTOR of full responsibility or liability pursuant to Article 16 for damages. Neither shall be the bankruptcy, insolvency or denial or liability by the insurance company exonerate the CONTRACTOR from liability.
- (f) Separations of Insureds. If the liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide a Separation of Insureds provisions.
- (g) CONTRACTOR shall make no request for special payments for any insurance that the CONTRACTOR may be required to carry as identified under this Article; all are included in the contract price and in the contract unit prices.
- (h) LTD shall have the right, but not the obligation, of prohibiting CONTRACTOR or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by LTD.
- (i) Contractor and Subcontractors. CONTRACTOR shall require all of its subcontractors to provide the aforementioned coverage at levels that the CONTRACTOR and its subcontractors may consider necessary and any deficiency in the coverage or policy limits of the subcontractors will be the sole responsibility of CONTRACTOR. CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each subcontractor when required by LTD.
- (j) Deductibles and Self-Insured Retention. All deductibles and/or self-insured retention amounts must be declared to LTD.
- (k) Certificates of Insurance. Before commencing performance on the Contract, CONTRACTOR must furnish certificate(s) of insurance (using ACORD form or equivalent) to LTD evidencing:
 - i. Insurance coverage in accordance with this Article 17 – Insurance
 - ii. Signature by person authorized by insurer to bind coverage on its behalf.
 - iii. Effective expiration dates of policies.
 - iv. LTD must be given thirty (30) days written notice, in accordance with policy terms, or all cancellation, non-renewal, or material changes in policy by either Insurer or CONTRACTOR.
 - v. LTD is added as Additional Insured party on the Commercial General Liability.
 - vi. A waiver of subrogation endorsement applies on the General Liability.

- vii. Any deductible and/or self-insured retention.
- viii. Certificate of Insurance title block format is as follows: Lane Transit District Authority, P.O. Box 7070, Springfield, Oregon 97475.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract.

ARTICLE 18 – PERFORMANCE BOND

[INTENTIONALLY OMITTED]

ARTICLE 19 – SUBLETTING, ASSIGNMENT, OR TRANSFER

The CONTRACTOR remains fully responsible for the performance of any and all subcontractors and shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract entered into by the CONTRACTOR. Subcontractors must comply with the same terms and conditions, provide the same assurances, and meet the same standards of service required of the CONTRACTOR.

ARTICLE 20 – TERMINATION

- (1) Termination for Convenience: LTD may terminate this Contract for its convenience at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least 120 calendar days before the effective date of such termination. If this contract is terminated, LTD shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done. The CONTRACTOR shall promptly submit its termination claim to LTD to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to LTD, the CONTRACTOR will account for the same, and dispose of it in the manner LTD directs.
- (2) Termination for Default: If the CONTRACTOR fails to perform in the manner called for in this Contract or if the CONTRACTOR fails to comply with any other provisions of this Contract, LTD may terminate this Contract for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR has breached or is in default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Contract.

If this contract is terminated while the CONTRACTOR has possession of LTD goods, the CONTRACTOR shall, upon direction of LTD, protect and preserve the goods until surrendered to LTD or its agent. The CONTRACTOR and LTD shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under Article 23 of this Contract.

If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LTD.

- (3) Opportunity to Cure. LTD in its sole discretion may, in the case of a termination for cause, allow the CONTRACTOR an appropriate period of time to cure the breach or default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to LTD's satisfaction the breach or default, LTD shall have the right to terminate this Contract without any further obligation to the CONTRACTOR. Any such termination for breach or default shall not in any way operate to preclude LTD from also pursuing all available remedies against the CONTRACTOR and its sureties for said breach or default.
- (4) Waiver of Remedies for any Breach. In the event that LTD elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by LTD shall not limit LTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

ARTICLE 21 – APPLICABLE LAWS AND VENUE

This Contract shall be governed by the laws of the State of Oregon. This Contract shall be deemed entered into in Lane County, Oregon. At LTD's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in this county.

ARTICLE 22 – CLAIMS AND DISPUTES

- (1) Definition. A claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes between LTD and the CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.
- (2) Time Limits on Claims. Claims by CONTRACTOR must be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is the later. An additional claim made after the initial claim has been resolved will not be considered unless submitted in a timely manner.
- (3) Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by LTD or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- (4) Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by LTD in writing, the CONTRACTOR shall proceed diligently with performance of the Contract and LTD shall continue to make payments in accordance with the Contract.
- (5) Waiver of Claims: Final Payment. The making and acceptance of Final Payment shall constitute a waiver of claims by LTD except those arising from:
 - a. Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;

- b. Failure of the Work to comply with the requirements of the Contract;
- c. Terms of special warranties required by the Contract; or
- d. Faulty or defective work appearing after Final Completion.

ARTICLE 23 – RESOLUTION OF CLAIMS AND DISPUTES

- (1) Negotiation. The parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Contract. If a controversy or claim should arise, LTD's Contract Manager and CONTRACTOR's principal contact with LTD (herein referred to as "CONTRACTOR's Field Representative") will meet at least once and will attempt in good faith to resolve the dispute. For such purpose, either may request the other to meet within seven (7) days, at a mutually agreed upon time and place.

If LTD's Contract Manager and CONTRACTOR's Field Representative are not able to resolve the dispute within seven (7) days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that LTD's Assistant General Manager – Service Delivery (herein referred to as "AGM") and the CONTRACTOR's Management Representative meet at least once to attempt in good faith to resolve the dispute.

If LTD's AGM and CONTRACTOR's Management Representative are not able to resolve the dispute within fourteen (14) days after the first meeting of LTD's Contract Manager and CONTRACTOR's Field Representative (or such longer period of time as may be mutually agreed upon), LTD's AGM will notify the CONTRACTOR's Management Representative in writing that the LTD's General Manager (herein referred to as the "GM") shall render a decision within seven (7) days, which decision shall be considered advisory only and not binding in the event of litigation in respect of the claim.

Upon expiration of such time period, the GM will render to the parties LTD's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a CONTRACTOR's default, LTD may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. CONTRACTOR shall, within seven (7) days after the effective date of this Contract, designate to LTD its Field Representative and Management Representative, the latter of whom shall be an executive level individual with authority to settle disputes. LTD and CONTRACTOR may each change the designation of its Field Representative and Management Representative, but shall maintain at all times during the term of this Contract both a designated Field Representative and a designated Management Representative.

- (2) Mediation. If the dispute has not been resolved within twenty-one (21) days after the first meeting of LTD's Contract Manager and CONTRACTOR's Field Representative (or such longer period of time as may be mutually agreed upon), either party may refer the claim or controversy to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under this Contract shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (herein referred to as the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

- (3) Litigation. If the dispute is not resolved within fifteen (15) days after the commencement of mediation, or if no mediation has been commenced within thirty (30) days after the first meeting between LTD's Contract Manager and CONTRACTOR's Field Representative (or such longer period of time as may be mutually agreed upon), either party may commence litigation to resolve the dispute in any Oregon state court of competent jurisdiction in Lane County or in the United States District Court for the State of Oregon to the extent said Court shall have jurisdiction over the matter.
- (4) In addition to the requirements of Article 27 in this Contract entitled "Notices", a copy of any written notices, appeals, and documents pertaining to a contract dispute under this Article shall also be delivered to LTD's Procurement Manager and General Counsel.
- (5) CONTRACTOR agrees that the economic loss rule shall not serve as a limitation on LTD's right to pursue tort remedies in addition to other remedies it may have against CONTRACTOR. Such rights and remedies shall survive the project or any termination of this Contract.

a. Oregon Torts Limits (Effective as of July 1, 2016). Below are the most recently published tort limits based on required statutory methodology identified in Oregon Revised Statute 30.271(4), 30.272(4), and 30.273(3) to calculate the annual adjustment to the limitations on liability of state and local public bodies for personal injury, death, and property damage or destruction. Based on these calculations, the limitations are adjusted as shown in this table:

Public Body	Claimant(s)	Claim	Adjusted Limit
state	single	injury or death	\$ 2,073,600
state	multiple	injury or death	\$ 4,147,100
Local	single	injury or death	\$ 691,200
Local	multiple	injury or death	\$ 1,382,300
state or local	single	property damage or destruction	\$ 113,400
state or local	multiple	property damage or destruction	\$ 566,900

ARTICLE 24 – FORCE MAJEURE

- (1) Neither party hereto shall be deemed to be in default of any provision of this Contract, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. For purposes of this Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control; provided, however, that the provisions of this Section shall not preclude LTD from canceling or terminating this Contract (or any order for any product included herein), as otherwise permitted hereunder, regardless of any force majeure event occurring to CONTRACTOR.

- (2) Notification by CONTRACTOR. CONTRACTOR shall notify LTD in writing as soon as CONTRACTOR knows, or should reasonably know, that a force majeure event (as defined in the Contract Documents) has occurred that will delay completion of the Scope of Work. Said notification shall include reasonable proofs required by LTD to evaluate any CONTRACTOR request for relief under the Contract Documents. LTD shall examine CONTRACTOR's notification and determine if the CONTRACTOR is entitled to relief. LTD shall notify the CONTRACTOR of its decision in writing. LTD's decision regarding whether or not the CONTRACTOR is entitled to force majeure relief shall be final and binding on the parties.
- (3) Losses. CONTRACTOR is not entitled to damages, compensation, or reimbursement from LTD for losses resulting from any "force majeure" event.

ARTICLE 25 – SEVERABILITY

If any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of this Contract will not be adversely affected.

ARTICLE 26 – ASSIGNABILITY

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE 27 – NOTICES

- (1) All official notices and communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally to the party to whom notice is given, or (ii) at the date of actual receipt if mailed by U.S. Postal Service, postage prepaid, return receipt requested.
- (2) Notices and other communications shall be directed to the parties at the addresses listed below:

Notice to Contractor:

Elms Landscape Service, Inc.
28780 Jager Lane
Junction City, Oregon 97448
Attn: President

Notice to LTD:

Lane Transit District
P.O. Box 7070
Springfield, Oregon 97475
Attn: General Manager
Copy: Procurement Manager

Telephonic and electronic mail communications and facsimile transmittals may be used to expedite communications, but neither shall be considered official communications under this Contract unless and until confirmed in writing.

ARTICLE 28 – OWNERSHIP OF DOCUMENTS

[INTENTIONALLY OMITTED]

ARTICLE 29 – RIGHTS IN TECHNICAL DATA

[INTENTIONALLY OMITTED]

ARTICLE 30 – COPYRIGHTING

[INTENTIONALLY OMITTED]

ARTICLE 31 – PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals, or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Contract shall not be presented publicly or published without prior written approval by LTD.

All releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Lane Transit District or the Federal Transit Administration. This publication does not constitute a standard, specification, or regulation."

If any information concerning the Services, their conduct, results, or data gathered or processed should be released by the CONTRACTOR without prior approval from LTD, the release of same shall constitute grounds for termination of this Contract without indemnity to the CONTRACTOR. In addition, the CONTRACTOR shall indemnify and hold harmless LTD, its officers, employees, and agents from any liability arising from such unauthorized release of data.

Any request for information directed to the CONTRACTOR, pursuant to the Oregon Open Records Act, by the public shall be immediately redirected to LTD for handling. LTD shall be responsible for providing the response to requests under the Oregon Open Records Act. The CONTRACTOR acknowledges and agrees that all records of the Services and the work, including records of the CONTRACTOR and its subcontractors are subject to the Oregon Open Records Act.

ARTICLE 32 – COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR shall comply with all relevant requirements of all Federal, State, and local laws. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, LTD shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 33 – CONFLICTS OF INTEREST

LTD employees and directors are bound by the LTD Code of Ethics and Standards of Conduct. The LTD Code of Ethics and Standards of Conduct prohibits LTD employees and directors engaged in the award and administration of contracts, or any person acting on their behalf, from accepting, directly or indirectly, any gift with a value of more than a nominal amount, including meals or tickets to sporting events, from any person with whom the employee interacts on official LTD business. Therefore, CONTRACTOR, or its subcontractors or suppliers, may not make gifts or favors to any LTD employee or director. It is a violation of the LTD Code of Ethics and Standards of Conduct for any LTD employee to accept any such gift or favor.

ARTICLE 34 – WARRANTIES

The CONTRACTOR shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. CONTRACTOR further warrants and agrees that it, and any persons assigned by CONTRACTOR, shall perform this Contract in compliance with all relevant requirements of federal, state, and local laws, statutes, acts, ordinances, rules, regulations, codes, or standards.

ARTICLE 35 – NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

ARTICLE 36 – MERGER

This Contract constitutes the entire agreement of the parties, all prior discussions, representations, and agreements being merged herein. The Contract may not be changed, modified, extended, or amended, nor any provision thereof waived, except by a written amendment executed by duly authorized representatives of the respective parties. The captions in this Contract are for convenience only and shall not affect the substantive meaning of any provision herein.

ARTICLE 37 – NO THIRD PARTY RIGHTS

Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Contract are for the exclusive benefit of the parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.

ARTICLE 38 – ATTACHMENTS

Any attachment or exhibit to this Contract will be incorporated into and made a part of this Contract. In the event of a conflict between the provisions contained in the body of this Contract and any attachment or exhibit, the terms in the body of this Contract will control.

ARTICLE 39 – SEPARATE COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

ARTICLE 40 – FOREIGN CONTRACTOR REPORT TO DEPARTMENT OF REVENUE (ORS 279A.120)

The following provision is applicable to all contracts with a contract price exceeding \$10,000 if the CONTRACTOR is not domiciled in or registered to do business in the state of Oregon:

Where a public contract is awarded to a foreign CONTRACTOR and the contract price exceeds \$10,000, the CONTRACTOR shall promptly report to the Department of Revenue, on forms provided by the

Department of Revenue, the total contract price, terms of payment, length of contract, and such other information as the Department of Revenue may require. The CONTRACTOR shall provide LTD with copies of all forms provided to the Department of Revenue before final payment will be made on the contract.

ARTICLE 41 – REGULATORY COMPLIANCE

The work to be performed as the Services under this Contract may be financed, in part, by grants provided under programs of the Federal Transit Act, as amended, and as such is subject to the Terms and Conditions set forth in the grant agreements. CONTRACTOR understands that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. CONTRACTOR acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract. The laws and regulations detailed in this Contract include, but are not limited to, those that will be applicable to the Contract. To the extent applicable, CONTRACTOR shall comply with the Federal, State, and LTD imposed requirements contained in this Contract.

ARTICLE 42 – CONFIDENTIAL INFORMATION

Access to government records is governed by the Oregon Open Records Act, ORS 192.440. Except as otherwise required by the Oregon Open Records Act, LTD will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the term of the Contract. Any such proprietary information, trade secrets or confidential commercial and financial information that the CONTRACTOR believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. Notwithstanding the CONTRACTOR's claim of or designation of information as proprietary, confidential or a trade secret, the determination whether it is or not will be determined by LTD under Oregon state law.

Any request for information directed to the CONTRACTOR, pursuant to the Oregon Open Records Act, by the public shall be immediately redirected to LTD for handling. LTD shall be responsible for providing the response to requests under the Oregon Open Records Act. The CONTRACTOR acknowledges and agrees that all records of the Services and the work, including records of the CONTRACTOR and its subcontractors are subject to the Oregon Open Records Act, ORS 192.440, et. seq.

This Confidentiality section shall survive the termination or expiration of the Contract.

ARTICLE 43 – OREGON RECIPROCAL PREFERENCE (ORS 279A.120)

In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

The Oregon Department of Administrative Services, on or before January 1 of each year, shall publish a list of states that give preference to in-state bidders with the percent increase applied in each such state. The public contracting agency may rely on the names of states and percentages so published in determining the lowest responsible bidder without incurring any liability to any bidder.

**ARTICLE 44 – CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS,
LIENS, WITHHOLDING (ORS 279B.220)**

Every public contract shall contain a condition that the CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to the CONTRACTOR labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the CONTRACTOR or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

ARTICLE 45 – HOURS OF LABOR (ORS 279C.520)

No person shall be employed for more than eight (8) hours in any one day or forty (40) hours in any one week except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday or any legal holiday specified in ORS 279C.540.

**ARTICLE 46 – PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES
(ORS 279C.530)**

The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such CONTRACTOR, of all sums, which the CONTRACTOR agrees to pay, for such services and all monies and sums, which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

ARTICLE 47 – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The CONTRACTOR agrees to comply with the following, in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) and U.S. Department of Labor regulations (29 C.F.R. part 5):

- (1) Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week.
- (2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5, the CONTRACTOR or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5.

- (3) Withholding for Unpaid Wages and Liquidated Damages. The Department of Transportation (DOT) or LTD shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work House and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR, Section 5.5.
- (4) Non-construction Grants. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, LTD shall require the Procurement Manager to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.
- (5) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph 1 through 5 of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in subparagraphs 1 through 5 of this paragraph.

ARTICLE 48 – CONTRACTOR’S COMPLIANCE WITH TAX LAWS

- (1) CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, “tax laws” includes all the provisions described in the required **CONTRACTOR’s Representations and Warranties Certification**, included as part of this Contract.
- (2) Any violation of subsection 1 of this section shall constitute a material breach of this Contract. Further, any violation of the conditions specified in the **CONTRACTOR’s Representations and Warranties Certification**, concerning the CONTRACTOR’s compliance with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle LTD to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. LTD shall be entitled to recover any and all damages suffered as the result of CONTRACTOR's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/a replacement CONTRACTOR].

These remedies are cumulative to the extent the remedies are not inconsistent, and LTD may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

ARTICLE 49 – PREFERENCE FOR LABOR AND MATERIAL LIENS (ORS 279C.615)

All labor and material liens have preference and are superior to all other liens and claims of any kind or nature created by ORS 279C.500 to 279C.530 and 279C.600 to 279C.625.

ARTICLE 49 – NO GOVERNMENT OBLIGATION TO THIRD PARTIES

[INTENTIONALLY OMITTED]

ARTICLE 50 – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

[INTENTIONALLY OMITTED]

ARTICLE 51 – ACCESS TO RECORDS AND REPORTS

[INTENTIONALLY OMITTED]

ARTICLE 52 – FEDERAL CHANGES

[INTENTIONALLY OMITTED]

ARTICLE 53 – CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying Contract:

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

- (a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. parts 60 et seq., (which implement Executive Order No. 11246 “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (b) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634, 29 C.F.R. part 1625, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (c) Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (3) The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE 54 – DISADVANTAGED BUSINESS ENTERPRISES (DBE)

This Contract is subject to the requirements of 49 C.F.R. Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. LTD has an overall agency goal of **4.61%** for the utilization of DBEs using race neutral means.

Policy. LTD has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), Section 1101(b) of the FAST Act, 49 C.F.R. Part 26. LTD has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, LTD has signed an assurance that it will comply with 49 C.F.R. part 26. It is the policy of LTD to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

CONTRACTOR and Subcontractor Obligation. CONTRACTOR and/or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and

administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The CONTRACTOR agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 55 – DRUG AND ALCOHOL TESTING AND USE CONTROL

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Oregon, or Lane Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports in a timely manner. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

ARTICLE 56 – 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 (42 U.S.C. §§ 6321–6327; 49 C.F.R. Part 622 Subpart C). The CONTRACTOR also agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 57 – GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (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.

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

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

ARTICLE 58 – BUY AMERICA REQUIREMENTS

[INTENTIONALLY OMITTED]

ARTICLE 59 – FLY AMERICA REQUIREMENTS

[INTENTIONALLY OMITTED]

ARTICLE 60 – TITLE VI

During the performance of this Contract, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONTRACTOR shall comply with the regulations relative to non-discrimination in federally assisted programs of the United States Department of Transportation (“DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the “Regulations”), which are herein incorporated by reference and made a part of this Contract.
- (2) Non-discrimination: The CONTRACTOR, with regard to the Work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, including procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR’s obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LTD or the Federal Transit Administration (“FTA”) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to LTD, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the CONTRACTOR's non-compliance with non-discrimination provision of this Contract, LTD shall impose contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
- (a) Withholding of payments to the CONTRACTOR under the Contract until the CONTRACTOR complies; and/or
 - (b) Cancellation, termination, or suspension of the Contract, in whole or in part.
- (6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as LTD or the FTA may direct as a means of enforcing such provisions including sanctions for non-compliance provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request LTD enter into such litigation to protect the interests of LTD, and, in addition, the CONTRACTOR may request the United States federal government to enter into such litigation to protect the interest of the United States.

ARTICLE 61 – CHARTER BUS REQUIREMENTS

[INTENTIONALLY OMITTED]

ARTICLE 62 – SCHOOL BUS REQUIREMENTS

[INTENTIONALLY OMITTED]

ARTICLE 63 – ENVIRONMENTAL REQUIREMENTS

- (1) General. The CONTRACTOR agrees to comply with all applicable environmental and resource use laws, regulations, requirements, and guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, requirements and guidance. The CONTRACTOR also agrees to include substantially similar provisions in its contracts with subcontractors.
- (2) National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, requirements, and guidance. Accordingly, the CONTRACTOR will:
- a. Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:
 - (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139,
 - (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 *et seq.*, as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500-1508,
 - (c) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622,
 - (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note, and

- (e) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- b. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
 - (a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319 Accelerated Decisionmaking in Environmental Reviews," January 14, 2013,
 - (b) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 *Fed. Reg.* 66576, November 15, 2006, and
 - (c) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (3) Environmental Justice. The CONTRACTOR agrees to promote environmental justice by following:
 - a. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order,
 - b. U.S. DOT Order 5610.2, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377, April 15, 1997, and
 - c. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- (4) Other Environmental Federal Laws. The CONTRACTOR agrees to comply with all applicable federal laws, regulations, executive orders, and guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."
- (5) Use of Certain Public Lands. The CONTRACTOR with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
- (6) Historic Preservation. The CONTRACTOR agrees to:
 - a. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award involving the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places may be undertaken.
 - b. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
 - c. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*
 - d. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800.
 - e. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

(7) Indian Sacred Sites. The CONTRACTOR agrees to facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

(8) Mitigation of Adverse Environmental Effects.

a. The CONTRACTOR agrees that it will comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.

b. The CONTRACTOR agrees that:

- (a) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto,
- (b) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached, and
- (c) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

The CONTRACTOR agrees to include substantially similar provisions in its contracts with subcontractors.

ARTICLE 64 – PROHIBITION AGAINST FEDERAL LOBBYING

[INTENTIONALLY OMITTED]

ARTICLE 65 – RECYCLED PRODUCTS

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 C.F.R. part 247, as they apply to the procurement of the items designated in subpart B of 40 C.F.R. part 247. The CONTRACTOR agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 66 – FREEDOM OF INFORMATION ACT

(1) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- (2) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
- (3) The CONTRACTOR also agrees to comply with other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the contract.

ARTICLE 67 – AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 C.F.R. part 27; and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the CONTRACTOR agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301 (b)(6), which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. CONTRACTOR also agrees to comply with any implementing requirements FTA may issue.

In addition to the above, the CONTRACTOR agrees to comply with the following federal prohibitions against discrimination on the basis of disability:

1. Federal laws, including:
 - a. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - b. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - c. Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities.
2. Federal regulations, including:
 - a. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
 - b. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
 - c. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
 - d. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,

- e. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, subpart F,
- f. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
- g. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and
- h. Other applicable federal civil rights and nondiscrimination guidance.

CONTRACTOR understands that it is required to include this article in all subcontracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

ARTICLE 68 – COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS

The CONTRACTOR must comply with all federal, state, and local regulations relative to wages, taxes, social security, workers' compensation, nondiscrimination, licenses, registration requirements, etc. Failure or neglect on the part of the CONTRACTOR to comply with any or all such regulations shall not relieve the CONTRACTOR of these obligations nor of the requirements of this contract.

Upon request of LTD or FTA, CONTRACTOR shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor’s compliance, at all tiers.

The CONTRACTOR also agrees to include a substantially similar provision in its contracts with subcontractors.

ARTICLE 69 – INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

[INTENTIONALLY OMITTED]

[Signatures Next Page]

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

ELMS LANDSCAPE SERVICES, INC.

LANE TRANSIT DISTRICT

By: _____

By: _____

Kevin Kokkeler
President

Aurora "A.J." Jackson
General Manager

Address:
28780 Jager Lane
Junction City, Oregon 97448

Address:
P.O. Box 7070
Springfield, Oregon 97475

APPROVED AS TO FORM:

By: _____

Dwight Purdy
LTD General Counsel

EXHIBIT A SCOPE OF WORK

LTD is seeking a qualified landscaping and irrigation system maintenance contractor to maintain all of LTD's properties and any public or private property to which LTD has access. The contract shall be for a base term of two (2) years, with three (3) additional option years, for a maximum contract term of five (5) years. LTD holds great pride in the appearance of its public investments and transit facilities, and will conduct routine inspections and annual evaluations to ensure that expectations are being met during the duration of the contract.

The selected Contractor will be expected to work across LTD's service area in multiple jurisdictions. When operating in the right-of-way or near sensitive infrastructures, the selected Contractor will be expected to abide by the jurisdictional requirements for safety, traffic control, and storm water protection implications. Additionally, LTD's bus stops, shelters, and facilities are adjacent to private property, and LTD expects the selected Contractor to respectfully and professionally address landscaping and irrigation system maintenance needs in these areas. In rare circumstances work may need to be completed on private property.

A. **LANDSCAPE AND IRRIGATION SYSTEM MAINTENANCE SERVICES** requirements are for the following stations and facilities:

- River Road Station, 15 River Avenue, Eugene
- Seneca Station, 1070 Seneca Street, Eugene
- Springfield Station, 355 South A Street, Springfield
- Thurston Station, 5699 Main Street, Springfield
- Eugene Station, ¼ block bordered by 10th Avenue and Willamette Street, and 11th Avenue and Olive Street, Eugene
- RideSource Facility, 240 Garfield, Eugene
- The Glenwood Facility, 3500 East 17th Avenue, Eugene
- The Glenwood Facility (Henderson Field), 3500 East 17th Avenue, Eugene (unimproved)
- Gateway Station, Gateway Street, Springfield

B. **LANDSCAPE MAINTENANCE SERVICES** requirements are for the following stations and facilities:

- Amazon Station, 503 E. 29th Avenue, Eugene
- 310 Garfield Street, Eugene (unimproved)
- Santa Clara Community Transit Center, southeast corner of River Road and Hunsaker, Eugene (unimproved)

C. **LANDSCAPE AND IRRIGATION SYSTEM MAINTENANCE SERVICES** requirements are for the following EmX stations:

- Agate Station, 1601 Franklin Blvd., Eugene
- Dad's Gate Station, 950 E. 11th Avenue, Eugene
- Hilyard Street Station, 616 E. 11th Avenue, Eugene
- High Street Station, 313 E. 10th Avenue, Eugene
- Walnut Street Station, 2099 Franklin Blvd., Eugene

- E Street Station, 250 E. Street, Springfield
- Q Street Station, 1850 Pioneer Parkway W. (double platform), Springfield
- Hayden Bridge Station, 2401 Pioneer Parkway E., Springfield
- RiverBend Station South, 3110 Riverbend Drive, Springfield
- Sacred Heart Station North, 3305 Riverbend Drive, Springfield
- Sacred Heart Station South, 3301 Riverbend Drive, Springfield
- International Way East, 124 International Way, Springfield
- International Way Center, 574 International Way, Springfield
- International Way West, 960 International Way, Springfield
- McVay Station, 4301 Franklin Blvd. (double platform), Eugene
- Centennial Street Station, 200 Centennial Blvd., Springfield
- 10th Street Median Strip, between Oak and Pearl, Eugene

D. **LANDSCAPE AND IRRIGATION SYSTEM MAINTENANCE SERVICE** requirements are for the following future locations. The following is intended for *informational purposes only*. Once the additional sites go online, the selected Contractor must be of sufficient size to ensure that there are no interruptions or impacts to service at current locations. The selected contractor will submit a separate bid once the sites are completed, and LTD will issue a Contract Amendment for the additional work:

- Willow Creek Facility, W. 11th Avenue at Walmart, Eugene
(It is estimated that this location will be operational in the fall of 2017.)
- Glenwood Facility Maintenance Building, 3500 East 17th Avenue, Eugene
(LTD will be adding a new Facilities Maintenance building to its Glenwood location. It is estimated that this location will be operational in the winter of 2018.)
- Santa Clara Community Transit Center, southeast corner of River Road and Hunsaker, Eugene
(It is estimated that this location will be operational in the next two to three years. LTD does not know what this site plan will look like, but it estimates that it will be a smaller site than the Springfield Station in terms of maintenance.)
- Additional bioswales may be added to the Glenwood Facility, the Willow Creek Facility, and the Santa Clara Community Transit Center within the five (5)-year contract term.

E. McVay EmX Station is currently part of the EmX stations that requires Landscape and Irrigation System Maintenance. It is estimated that this platform will be demolished in the summer of 2017 and will no longer need landscape or irrigation system maintenance at that time. The monthly charge will be adjusted with a Contract Amendment issued by LTD.

- McVay EmX Station, 4301 Franklin, Eugene

F. **IRRIGATION SYSTEM MAINTENANCE SERVICE** requirements shall apply to all properties, excluding Amazon Station (irrigation at this location is controlled by the City of Eugene), 310 Garfield Street, and the Santa Clara Community Transit Center (unimproved). Irrigation repairs will be treated as an On-Call Service and billed to LTD on a time-and-materials basis.

- **April** - Activate, test, and adjust the system.

- Program controller for optimum water schedule. Adjust program as weather conditions dictate throughout the watering season. Set watering schedule to minimize inconvenience to patrons.
- Monitor system for breaks, leakage, and proper operation during the watering season. Report findings to LTD Facilities Maintenance Supervisor via e-mail.
- **October** - Shut down and winterize the system to prevent damage from freezing.

G. **LANDSCAPE MAINTENANCE** general requirements applies to all transit stations, EmX stations, and facilities.

- The selected Contractor shall furnish all labor, equipment, tools, and other incidentals necessary or convenient to the successful completion of a project and shall carry out all duties and obligations imposed by the contract.
- The selected Contractor will supply all necessary hand and power tools, ladders, gardening tools, lawnmower equipment, vehicles, and other lawn equipment necessary to fulfill professional lawn and grounds maintenance.
- The selected Contractor shall supply all chemicals, including fertilizers, herbicides, and pesticides. ALL CHEMICALS WILL NEED TO BE APPROVED BY LTD PRIOR TO THE START OF WORK. All chemicals used on the sites are to be applied according to manufacturer's labeling directions and in a way which poses no threat to the public, landscaping, or other site amenities. A LICENSED APPLICATOR MUST APPLY ANY RESTRICTED HERBICIDE OR PESTICIDE, WITH PRIOR APPROVAL BY LTD.
- The selected Contractor is responsible for the healthy growth and vitality of the plants under this contract, with the exception of fire, theft, plants accidentally damaged by unsolicited care given by LTD employees, or plants vandalized.
- The selected Contractor shall be liable for any damage to landscaping, irrigation system, paving, or structures caused by inadequate or improper maintenance.
- The selected Contractor shall report, in writing, any vandalism or damage, including first date of observation.
- The selected Contractor shall schedule work so as not to disrupt public or employee use of the stations or facilities.
- Maintenance work schedules will not be adjusted without prior written approval of LTD.
- The selected Contractor will be on call Monday through Friday. No work will be required on weekends or holidays except on an emergency basis.
- The selected Contractor shall recommend, in writing, when location beds are in need of mulch application

H. **LANDSCAPE MAINTENANCE** requirements for River Road Station, Seneca Station, Springfield Station, Thurston Station, Eugene Station, RideSource Facility, Gateway Station, Amazon Station, Santa Clara Community Transit Center (unimproved). The selected Contractor responsibilities shall be as follows:

1. WEEKLY MAINTENANCE:

- **March through October** - Mow lawns once per week; cutting height shall be 2½ inches. Remove grass clippings from the site. Mulch mowing is acceptable with prior approval from LTD.
- **Fall** - Rake leaves out of the planting area once per week.

2. MONTHLY MAINTENANCE:

- **November through February** - Mow lawns whenever grass height exceeds 3 inches.
- **March through October** - Edge lawns once per month.
- **March through October** - All landscaped beds shall be weeded once per month. The selected Contractor can choose the herbicide to spray for existing weeds and weed prevention. LTD must approve the herbicide before work can be done. (The selected Contractor shall post signs to alert public what is being applied.)

3. ANNUAL MAINTENANCE (WHERE APPLICABLE):

- **THATCH** lawns every other year, or as needed.
- **Fertilize and Weed Control of Lawns:**
 - a. Add nitrogen, as needed, to maintain a deep, healthy, lush, green appearance.
 - b. Lime at the rate for mature lawns twice per year (spring and fall).
 - c. Lawns shall be treated with an LTD-approved weed control product, as needed.
- **Fall and Spring** - Aerate and overseed (with mulch), as needed.
- **Fall** - Keep planting areas free of weeds and debris.
- **March** - All ground cover shall be pruned to the height of 4 inches.
- **Spring** - Fertilize the ground cover with 1 pound of actual nitrogen per 1,000 square feet.
- **Spring** - Trees shall be fertilized with ¼ pound actual nitrogen (balanced fertilizer) per inch of trunk diameter.
- **March and August** - All concrete and paved areas shall be inspected for weeds and treated with an LTD-approved herbicide provided by the selected Contractor, where necessary. Two (2) weeks after the weeds have been treated, the selected Contractor shall remove all treated weeds. (The selected Contractor shall post signs to alert the public as to what is being sprayed.) Manual means of weed removal can be used instead of chemical control.
- Prune ground cover as needed to prevent encroachment on trees, shrubs, sidewalks, and paved areas.
- Trees shall be "renewal pruned" to their natural form during the season appropriate for each species (see special requirements for Springfield Station, Thurston Station, and RideSource Facility, Section I).

- Treat all trees, shrubs, and ground cover in response to observed insect or fungal attacks. LTD will approve method prior to treatment.
- Fertilize shrubs annually with the amount of required fertilizer approved by LTD.
- Mow and maintain all unapproved sites. This includes the Santa Clara Community Transit Center, which will be scheduled for four times during the year.

I. **LANDSCAPE MAINTENANCE** requirements for The Glenwood Facility. This area shall include LTD's property at 3500 East 17th Avenue in Eugene, both inside and outside the fence. The selected Contractors responsibilities shall be as follows:

1. WEEKLY MAINTENANCE:

- **March through October** - Mow lawns once per week; cutting height shall be 2½ inches. Remove grass clippings from the site. Mulch mowing is acceptable with prior approval from LTD.
- **Fall** - Rake leaves out of the planting area once per week.

2. MONTHLY MAINTENANCE:

- **November through February** - Mow lawns whenever grass height exceeds 3 inches.
- **March through October** - Edge lawns once per month.
- **March through October** - All landscaped beds shall be weeded once per month. The selected Contractor can choose the herbicide to spray for existing weeds and weed prevention. LTD must approve the herbicide before work can be done. (The selected Contractor shall post signs to alert public what is being applied.)

3. ANNUAL MAINTENANCE (WHERE APPLICABLE):

- **THATCH** lawns every other year, or as needed.
- **Fertilize and Weed Control of Lawns:**
 - a. Add nitrogen, as needed, to maintain a deep, healthy, lush, green appearance.
 - b. Lime at the rate for mature lawns twice per year (spring and fall).
 - c. Lawns shall be treated with an LTD-approved weed control product, as needed.
- **Fall and Spring** - Aerate and overseed (with mulch), as needed.
- **Fall** - Keep planting areas free of weeds and debris.
- **March** - All ground cover shall be pruned to the height of 4 inches.
- **Spring** - Fertilize the ground cover with 1 pound of actual nitrogen per 1,000 square feet.
- **Spring** - Trees shall be fertilized with ¼ pound actual nitrogen (balanced fertilizer) per inch of trunk diameter.

- **March and August** - All concrete and paved areas shall be inspected for weeds and treated with an LTD-approved herbicide provided by the selected Contractor, where necessary. Two (2) weeks after the weeds have been treated, the selected Contractor shall remove all treated weeds. (The selected Contractor shall post signs to alert the public as to what is being sprayed.) Manual means of weed removal can be used instead of chemical control.
- Prune ground cover, as needed, to prevent encroachment on trees, shrubs, sidewalks, and paved areas.
- Trees shall be "renewal pruned" to their natural form during the season appropriate for each species.
- Treat all trees, shrubs, and ground cover in response to observed insect or fungal attacks. LTD will approve method prior to treatment.
- Fertilize shrubs annually with the amount of required fertilizer approved by LTD.
- Mow and maintain all unapproved sites. This includes the Henderson Field, located at the Glenwood Facility. During the growing season, mow area east of berm and inside the fence, as needed, to keep the vegetation below 12 inches.
- If not a licensed applicator, the selected Contractor shall coordinate with outside contractors for tree spraying. Proposals shall be presented to and approved by LTD's Facilities Maintenance Supervisor.

J. **LANDSCAPE MAINTENANCE** requirements for 310 Garfield, Eugene (the field south of 240 Garfield):

- Mow and spray annually for vegetation control and maintain all unapproved sites. This includes 310 Garfield Street.

K. **LANDSCAPE MAINTENANCE** requirements for EmX Stations. The selected Contractor responsibilities shall be as follows:

1. WEEKLY MAINTENANCE:

- **March through October** - Mow lawns once per week; cutting height shall be 2½ inches. Remove grass clippings from the site. Mulch mowing is acceptable with prior approval from LTD.
(Only applies to McVay Station, Centennial Street Station, and Q Street Station.)
- **Fall** - Rake leaves out of the planting area once per week.

2. MONTHLY MAINTENANCE:

- **November through February** - Mow lawns whenever grass height exceeds 3 inches.
(Only applies to McVay Station, Centennial Street Station, and Q Street Station.)
- **March through October** - Edge lawns once per month.
(Only applies to McVay Station, Centennial Street Station, and Q Street Station.)
- **March through October** - All landscaped beds shall be weeded once per month. The selected Contractor can choose the herbicide to spray for existing weeds and weed prevention. LTD

must approve the herbicide before work can be done. (The selected Contractor shall post signs to alert public what is being applied.)

3. ANNUAL MAINTENANCE (WHERE APPLICABLE):

- **THATCH** lawns every other year, or as needed.
(Only applies to **McVay Station, Centennial Street Station, and Q Street Station.**)
- **Fertilize and Weed Control of Lawns:**
 - a. Add nitrogen, as needed, to maintain a deep, healthy, lush, green appearance.
 - b. Lime at the rate for mature lawns twice per year (spring and fall).
 - c. Lawns shall be treated with an LTD-approved weed control product, as needed.
(Only applies to **McVay Station, Centennial Street Station, and Q Street Station.**)
- **Fall and Spring** - Aerate and overseed (with mulch), as needed.
(Only applies to **McVay Station, Centennial Street Station, and Q Street Station.**)
- **Fall** - Keep planting areas free of weeds and debris.
- **March** - All ground cover shall be pruned to the height of 4 inches.
- **Spring** - Fertilize the ground cover with 1 pound of actual nitrogen per 1,000 square feet.
- **Spring** - Trees shall be fertilized with ¼ pound actual nitrogen (balanced fertilizer) per inch of trunk diameter.
- **March and August** - All concrete and paved areas shall be inspected for weeds and treated with an LTD-approved herbicide provided by the selected Contractor, where necessary. Two (2) weeks after the weeds have been treated, the selected Contractor shall remove all treated weeds. (The selected Contractor shall post signs to alert the public as to what is being sprayed.) Manual means of weed removal can be used instead of chemical control.
- Prune ground cover, as needed, to prevent encroachment on trees, shrubs, sidewalks, and paved areas.
- Trees shall be "renewal pruned" to their natural form during the season appropriate for each species.
- Treat all trees, shrubs, and ground cover in response to observed insect or fungal attacks. LTD will approve method prior to treatment.
- Fertilize shrubs annually with the amount of required fertilizer approved by LTD.

L. **LANDSCAPE MAINTENANCE** requirements for bioswales. Bioswales are currently located at Springfield Station, Thurston Station, and the RideSource Facility.

- Maintain a weed-free condition without use of chemicals.
- All efforts must be made to keep fertilizer runoff from entering the water streams.
- No chemicals shall be used near the bioswale, the catch basin, or Mill Race.
- Extreme care must be exercised in use of any chemicals on any planting areas, with special consideration given to possible runoff contamination.

- The design of these sites is such that routine shearing of plant material is not allowed. All plants must be individually cut in such a way as to promote a soft, natural appearance.
- It should be noted that the presence of Horsetail Rush at the Springfield Station is an ongoing problem that will require predominantly hand weeding on a regular basis. Particular care must be exercised at this location due to the riparian zone in which it is situated.

M. **ON-CALL SERVICES**, as requested. These case-by-case situations will be treated on an individual or emergency basis. Individual situations will require a bid submittal and approval by LTD. Emergency situations will be approved by LTD. The expectation will be to provide a solution that will allow LTD to proceed with business as usual. On-call services are considered outside of the Maintenance and Irrigation System requirements that the selected Contractor will provide for a fixed monthly charge. The Contractor will be reimbursed by LTD on the basis of the fixed hourly labor rate specified by the Contractor in Proposed Pricing – Exhibit XII, plus the cost of the materials needed for the cleaning services beyond those required for regularly scheduled services.

The following are examples of individual and emergency situations:

- Storm cleanup, at various locations (wind, rain, and snow storm effects)
- Tree removal/replacement, at various locations
- Tree pruning, either for appearance or health, at various locations
- Irrigation repair of any aboveground heads, risers, or leakage
- Irrigation repair of any belowground breaks or leakage. LTD will arrange for the repair of all breaks or leaks below the grounds.
- **Spring and Fall** - At the Glenwood Facility, change annual plantings at both gate areas.
- **Spring and Fall** - At the Eugene Station, change annual plantings in pots.

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT

I. Total Compensation. This is a Firm, Fixed Price Contract. LTD will pay CONTRACTOR the Firm Fixed Prices and Rates/Fee identified in their proposal attached hereto as Exhibit D of this Contract. It is understood by both parties that the maximum compensation under this Contract shall not exceed those amounts outlined below in Section II below. In no event will CONTRACTOR exceed the authorized "not-to-exceed" amount of the Contract without the express written consent of LTD. The annual maximum compensation under this Contract may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 13 of the Contract.

II. Pricing and Rates. LTD will pay CONTRACTOR the Firm Fixed Prices and Rates/Fee identified below for the performance of the Services provided herein.

BASE YEAR 1: \$82,602.00

BASE YEAR 2: \$84,254.00

III. Partial Payment. Payment for Services performed under the Contract shall be made based on actual services completed and substantiated by detailed invoices and other such documentation that LTD may reasonably require. Such invoices and other documentation will be verified by LTD, and payment will be made by LTD to the CONTRACTOR in the full amount of the actual services completed, less the total of all previous payments, up to the amounts identified in Section II, above.

IV. Final Payment. Upon completion, delivery and acceptance of all work contemplated under the Contract, the CONTRACTOR shall submit one (1) final invoice statement for the balance of the work performed. The CONTRACTOR agrees that acceptance of this final payment for the Contract shall be full and final settlement of all claims arising against LTD for work done, materials furnished, costs incurred, or otherwise arising out of this Contract and shall release LTD from any and all further claims of whatever nature, whether known or unknown, for and on account of said Contract, and for any and all work done and labor and materials furnished, in connection with same.

EXHIBIT C

LTD REQUEST FOR PROPOSALS NO. 2017-08, FULLY-CONFORMED, IS INCLUDED HEREIN BY
REFERENCE

DRAFT

EXHIBIT D
CONTRACTOR'S PROPOSAL IN RESPONSE TO RFP NO. 2017-08
[Contractor's Proposal attached hereto as the next unnumbered pages]

DRAFT

**EXHIBIT #12
PROPOSED PRICING**

INSTRUCTIONS: Please complete this form to provide your proposal price for the criteria listed below.

The Contractor must propose on each year of the five-year contract. Prices and discounts shall be firm for the Contract base term of two (2) years. Price changes will be considered in the event that a renewal option is exercised.

- Work shall be provided within 24 hours after receipt of an LTD work order beyond the routine scope of the contract, Monday through Friday. Work shall commence within 24 hours after receipt of work order, unless otherwise stipulated.
- Work shall be provided within 4 hours after receipt of an emergency call.

The monthly charge includes Landscape, Irrigation System, and Bioswales Maintenance, including all general requirements, according to the Scope of Work.

Note: The information below does not include the future locations listed in the Scope of Work, Section D. Please reference that section for more information.

CONTRACT YEAR 1

Facilities and Stations	Monthly Charge	Yearly Total
River Road Station	474 ⁻ X 12 months	5,688 ⁻
Seneca Station	228 ⁻	2,736 ⁻
Springfield Station	653 ⁻	7,836 ⁻
Thurston Station	524 ⁻	6,288 ⁻
Eugene Station	253 ⁻	3,036 ⁻
RideSource Facility	548 ⁻	6,576 ⁻
Gateway Station	194 ⁻	2,328 ⁻
Amazon Station	336 ⁻	4,032 ⁻
Santa Clara Community Transit Center (unimproved)	436 ⁻ (Quarterly)	1,744 ⁻
Glenwood Facility	2,148 ⁻	25,776 ⁻
310 Garfield		950 ⁻
McVay EmX Station	105 ⁻	1,260 ⁻
Q Street EmX Station	331 ⁻	3,972 ⁻
Centennial Street EmX Station	374 ⁻	4,488 ⁻
Hayden Bridge EmX Station	281 ⁻	3,372 ⁻
All other EmX Stations	210 ⁻	2,520 ⁻
Grand Total for Year 1		\$ 82,602 ⁻

Labor shall be provided Monday through Friday at \$ 30⁰⁰ per hour.

If Contractor travels more than 250 miles in one work week (Monday through Friday) of service, mileage will be reimbursed at the current U.S. General Services Administration (GSA) rate, for privately owned vehicles (POV), which is currently at \$.535 per mile. (Mileage shall be calculated at a starting point of LTD, 3500 East 17th Avenue, Eugene, Oregon.)

Labor shall be provided Saturdays, Sundays, or holidays at \$ 45⁰⁰ per hour. If Contractor travels more than 25 miles in one day of service, mileage will be reimbursed at the current U.S. General Services Administration (GSA) rate, for privately owned vehicles (POV), which is currently at \$.535 per mile. (Mileage may be calculated from the Contractor's place of business.)

CONTRACT YEAR 2

Facilities and Stations	Monthly Charge	Yearly Total
River Road Station	483 ⁻ X 12 months	5,796 ⁻
Seneca Station	233 ⁻	2,796 ⁻
Springfield Station	666 ⁻	7,992 ⁻
Thurston Station	534 ⁻	6,408 ⁻
Eugene Station	258 ⁻	3,096 ⁻
RideSource Facility	559 ⁻	6,708 ⁻
Gateway Station	198 ⁻	2,376 ⁻
Amazon Station	343 ⁻	4,116 ⁻
Santa Clara Community Transit Center (unimproved)	445 ⁻ (Quarterly)	1,780 ⁻
Glenwood Facility	2,191 ⁻	26,292 ⁻
310 Garfield		970 ⁻
McVay EmX Station	107 ⁻	1,284 ⁻
Q Street EmX Station	338 ⁻	4,056 ⁻
Centennial Street EmX Station	381 ⁻	4,572 ⁻
Hayden Bridge EmX Station	287 ⁻	3,444 ⁻
All other EmX Stations	214 ⁻	2,568 ⁻
Grand Total for Year 2		\$ 84,254 ⁻

Labor shall be provided Monday through Friday at \$ 31⁰⁰ per hour. If Contractor travels more than 250 miles in one work week (Monday through Friday) of service, mileage will be reimbursed at the current U.S. General Services Administration (GSA) rate, for privately owned vehicles (POV), which is currently at \$ TBD per mile. (Mileage shall be calculated at a starting point of LTD, 3500 East 17th Avenue, Eugene, Oregon.)

Labor shall be provided Saturdays, Sundays, or holidays at \$ 46⁵⁰ per hour. If Contractor travels more than 25 miles in one day of service, mileage will be reimbursed at the current U.S. General Services Administration (GSA) rate, for privately owned vehicles (POV), which is currently at \$ TBD per mile. (Mileage may be calculated from the Contractor's place of business.)

CONTRACT YEAR 3

Facilities and Stations	Monthly Charge	Yearly Total
River Road Station	508 ⁻ X 12 months	6,096 ⁻
Seneca Station	237 ⁻	2,844 ⁻
Springfield Station	679 ⁻	8,148 ⁻
Thurston Station	545 ⁻	6,540 ⁻
Eugene Station	263 ⁻	3,156 ⁻
RideSource Facility	570 ⁻	6,840 ⁻

Gateway Station	202 ⁻	2,424 ⁻
Amazon Station	350 ⁻	4,200 ⁻
Santa Clara Community Transit Center (unimproved)	454 ⁻ (Quarterly)	1,816 ⁻
Glenwood Facility	2,235 ⁻	26,820 ⁻
310 Garfield		990 ⁻
McVay EmX Station	109 ⁻	1,308 ⁻
Q Street EmX Station	344 ⁻	4,128 ⁻
Centennial Street EmX Station	389 ⁻	4,668 ⁻
Hayden Bridge EmX Station	292 ⁻	3,504 ⁻
All other EmX Stations	218 ⁻	2,616 ⁻
Grand Total for Year 3		\$ 86,098 ⁻

Labor shall be provided Monday through Friday at \$ 31⁵⁰ per hour.

If Contractor travels more than 250 miles in one work week (Monday through Friday) of service, mileage will be reimbursed at the current U.S. General Services Administration (GSA) rate, for privately owned vehicles (POV), which is currently at \$ TBD per mile. (Mileage shall be calculated at a starting point of LTD, 3500 East 17th Avenue, Eugene, Oregon.)

Labor shall be provided Saturdays, Sundays, or holidays at \$ 47²⁵ per hour. If Contractor travels more than 25 miles in one day of service, mileage will be reimbursed at the current U.S. General Services Administration (GSA) rate, for privately owned vehicles (POV), which is currently at \$ TBD per mile. (Mileage may be calculated from the Contractor's place of business.)

CONTRACT YEAR 4

Facilities and Stations	Monthly Charge	Yearly Total
River Road Station	518 ⁻ X 12 months	6,216 ⁻
Seneca Station	242 ⁻	2,904 ⁻
Springfield Station	693 ⁻	8,316 ⁻
Thurston Station	556 ⁻	6,672 ⁻
Eugene Station	268 ⁻	3,216 ⁻
RideSource Facility	582 ⁻	6,984 ⁻
Gateway Station	206 ⁻	2,472 ⁻
Amazon Station	357 ⁻	4,284 ⁻
Santa Clara Community Transit Center (unimproved)	463 ⁻ (Quarterly)	1,852 ⁻
Glenwood Facility	2,279 ⁻	27,348 ⁻
310 Garfield		1,010 ⁻
McVay EmX Station	111 ⁻	1,332 ⁻
Q Street EmX Station	351 ⁻	4,212 ⁻
Centennial Street EmX Station	397 ⁻	4,764 ⁻
Hayden Bridge EmX Station	298 ⁻	3,576 ⁻
All other EmX Stations	223 ⁻	2,676 ⁻
Grand Total for Year 4		\$ 87,834 ⁻

Labor shall be provided Monday through Friday at \$ 32⁰⁰ per hour.
 If Contractor travels more than 250 miles in one work week (Monday through Friday) of service, mileage will be reimbursed at the current U.S. General Services Administration (GSA) rate, for privately owned vehicles (POV), which is currently at \$ TBD per mile. (Mileage shall be calculated at a starting point of LTD, 3500 East 17th Avenue, Eugene, Oregon.)

Labor shall be provided Saturdays, Sundays, or holidays at \$ 48⁰⁰ per hour. If Contractor travels more than 25 miles in one day of service, mileage will be reimbursed at the current U.S. General Services Administration (GSA) rate, for privately owned vehicles (POV), which is currently at \$ TBD per mile. (Mileage may be calculated from the Contractor's place of business.)

CONTRACT YEAR 5

Facilities and Stations	Monthly Charge	Yearly Total
River Road Station	528 ⁻ X 12 months	6,336 ⁻
Seneca Station	247 ⁻	2,964 ⁻
Springfield Station	707 ⁻	8,484 ⁻
Thurston Station	567 ⁻	6,804 ⁻
Eugene Station	274 ⁻	3,288 ⁻
RideSource Facility	593 ⁻	7,116 ⁻
Gateway Station	210 ⁻	2,520 ⁻
Amazon Station	364 ⁻	4,368 ⁻
Santa Clara Community Transit Center (unimproved)	472 ⁻ (Quarterly)	1,888 ⁻
Glenwood Facility	2,325 ⁻	27,900 ⁻
310 Garfield		1,030 ⁻
McVay EmX Station	114 ⁻	1,368 ⁻
Q Street EmX Station	358 ⁻	4,296 ⁻
Centennial Street EmX Station	405 ⁻	4,860 ⁻
Hayden Bridge EmX Station	304 ⁻	3,648 ⁻
All other EmX Stations	227 ⁻	2,724 ⁻
Grand Total for Year 5		\$ 89,594 ⁻

Labor shall be provided Monday through Friday at \$ 32⁰⁰ per hour.
 If Contractor travels more than 250 miles in one work week (Monday through Friday) of service, mileage will be reimbursed at the current U.S. General Services Administration (GSA) rate, for privately owned vehicles (POV), which is currently at \$ TBD per mile. (Mileage shall be calculated at a starting point of LTD, 3500 East 17th Avenue, Eugene, Oregon.)

Labor shall be provided Saturdays, Sundays, or holidays at \$ 48⁷⁵ per hour. If Contractor travels more than 25 miles in one day of service, mileage will be reimbursed at the current U.S. General Services Administration (GSA) rate, for privately owned vehicles (POV), which is currently at \$ TBD per mile. (Mileage may be calculated from the Contractor's place of business.)


The undersigned proposer submits this proposal to Lane Transit District (LTD) in accordance with LTD's Request for Proposal (RFP). The undersigned agrees that this proposal constitutes a valid firm offer that shall not be withdrawn sooner than ninety (90) calendar days after proposals are opened.

Proposer understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with LTD that incorporates the terms and conditions of the entire Request for Proposals package.

The person signing this Proposed Pricing Exhibit for the proposal certifies that he or she is authorized by the proposer to sign on the proposer's behalf, and that the proposer shall be bound contractually by that signature.

The documents enclosed with this proposal shall be made a part of the contract if the contract is awarded to this proposer. This proposal is made without connection with any other person, firm, or corporation making a proposal for the same contract, and is in all respects fair and without collusion or fraud.

If awarded the contract, Proposer agrees to deliver to LTD the required insurance certificates within ten (10) calendar days of the Notice of Award.

Contractor Name: Elms Landscape Services, Inc
Signature of Authorized Representative: 
Printed Name: Keith Hockeler Date: 3/9/17
Title/Position: President

RESOLUTION NO. 2017-04-19-018

A RESOLUTION APPROVING CONTRUACTUAL SERVICES BETWEEN LANE TRANSIT DISTRICT AND ELMS LANDSCAPE SERVICES FOR PROVIDING LANDSCAPE SERVICES FOR LTD'S FACILITIES

WHEREAS, Lane Transit District (LTD) is authorized to enter into contractual agreements pursuant to ORS 267.200 (3)-(4);

WHEREAS, the Oregon Public Contracting Code and the LTD Procurement Policy require that all contracts for goods, services, or public improvement projects be based upon competitive bids or proposals, unless an exception applies;

WHEREAS, pursuant to LTD resolution No. 2017-03-15-011, the LTD Board of Directors is the LTD Contract Review Board and is required to authorize all contracts exceeding \$149,999;

WHEREAS, the Contract Review Board has authorized the LTD Finance Committee to review and recommend action on contracts prior to those contracts being presented to the LTD Board for review and approval;

WHEREAS, the Finance Committee reviewed the proposed contract between LTD and Elms Landscape Services on Monday, May 8, 2017, and recommended adoption;

NOW, THEREFORE, BE IT RESOLVED that the Lane Transit District Board of Directors, acting as the LTD Contract Review Board, passes a Resolution as follows:

- 1) The contract shall be in compliance with all applicable laws and regulations.
- 2) Once any protest period has passed and no protests being received and/or such protests being resolved in accordance with Oregon law and the LTD Procurement Policy, the General Manager, or her designee, is hereby authorized to: (a) negotiate and enter into a contract with Elms Landscape Services for the purpose of providing landscape services for LTD's facilities in an amount not to exceed \$430,382; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10% of the initial contract price or \$150,000, whichever is less.

ADOPTED BY THE LANE TRANSIT DISTRICT ON THE 17TH DAY OF MAY, 2017.

PRESIDENT, Gary Wildish

ATTEST:

Approved as to form: _____
Legal Counsel

AGENDA ITEM SUMMARY

DATE OF MEETING: May 17, 2017

ITEM TITLE: CONTRACT – On-call Contracting Services for LTD Facilities

PREPARED BY: Joe McCormack, Director of Facilities Management; Collina Washington, Procurement Manager

ACTION REQUESTED: Approval

PURPOSE/OBJECTIVE: This action will authorize the general manager to enter into contract with Chambers Construction to provide on-call contracting services at all LTD facilities for both Capital and operational projects.

DESCRIPTION/JUSTIFICATION: As LTD's system continues to grow the facilities which house staff, buses, and maintenance functions will grow proportionally. Projects have been planned and will continue to arise as LTD's needs grow and change. LTD's Facilities crew does a commendable job of maintaining the current systems and processes, but they do not have the capacity to add new infrastructure or carry out major corrective maintenance or rehabilitations.

Having an on-call General Contractor allows LTD to respond to internal and external needs in a more efficient manner. A General Contractor affords LTD with every possible trade, project oversight, and fast response times to improve and/or repair the District's investments in the most complete manner possible.

Future proposed improvements include the following:

- Application of ADA-friendly infrastructure at Eugene Station
- Conference room improvements
- Service vehicle parking expansion at Eugene Station
- Locker room shower stall improvements
- Roof refurbishment or replacement
- New Operations Control Center
- Bus operator lounge and kitchen improvements
- Installation of vehicle electric charging stations
- Lighting retrofit in office and maintenance buildings
- Procurement and installation of a public address system at Eugene Station
- Kitchen and lunchroom improvements at the administration office
- Procurement and installation of solar panels for LTD's Glenwood site
- Upgrades to the fire systems at LTD's Glenwood buildings
- Procurement and installation of custom fabricated bus shelters
- Building and parking lot expansion of the RideSource facility
- Renovation of the Lane Community College bus station

CONTRACT HISTORY: In 2011, Contract 2011-09 A and B was administered for General Contracting services. Two firms, Chambers Construction and 2G Construction, were hired and utilized alternately on an as needed basis.

PROCUREMENT IMPACT: LTD's Request for Proposals 2016-05 was issued on September 19, 2016. The Pre-Proposal Meeting was held on September 23, 2016.

Proposals were received on October 12, 2016. Five firms responded, each of which was determined to be responsive. Following evaluations and interviews, staff determined that Chambers Construction was the most responsible and responsible proposer providing the best value to LTD.

POLICY IMPACT:

1. Oregon Public Contracting Code and LTD's Purchasing Policy Rules require that such services be obtained utilizing a competitive solicitation process.
2. LTD Resolution No. 2017-03-15-011 requires that contracts exceeding \$149,999 must be presented to the Board of Directors for review and approval.

ECONOMIC IMPACT: LTD has developed a potential project list that spans the five (5) years of the contract. This list has an estimated expense of \$2,600,000. This list is not all inclusive, due to ever changing maintenance needs and priorities. It has been communicated to the contractor that funding has not been secured for any future projects.

TERMINATION TERMS: LTD may terminate Contract 2016-05 for either cause or convenience.

FUNDING SOURCE: General Fund, Capital Improvements Program

REQUIRED REPORTING: Depends on the funding source used for task items.

RECOMMENDATIONS: Authorize the general manager to enter into contract with Chambers Construction to provide on-call contracting services.

ALTERNATIVES: Re-bid the contract in its totality, or bid each project independently.

ATTACHMENTS: Contract 2017-1; Resolution No. 2017-04-19-019

PROPOSED MOTION:

Resolution No. 2017-04-19-019: Be it resolved that the Lane Transit District Board of Directors approves Contract 2017-1 and authorizes the General Manager, or her designee, to: (a) negotiate and enter into a contract with Chambers Construction for the purpose of on-call contracting services at all LTD facilities for both Capital and operational projects in an amount not to exceed \$2,600,000; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10% of the initial contract price or \$150,000, whichever is less.

RESOLUTION NO. 2017-04-19-019

A RESOLUTION APPROVING CONTRUACTUAL SERVICES BETWEEN LANE TRANSIT DISTRICT AND CHAMBERS CONSTRUCTION FOR ON-CALL CONTRACTING SERVICES AT ALL LTD FACILITIES FOR BOTH CAPITAL AND OPERATIONAL PROJECTS

WHEREAS, Lane Transit District (LTD) is authorized to enter into contractual agreements pursuant to ORS 267.200 (3)-(4);

WHEREAS, the Oregon Public Contracting Code and the LTD Procurement Policy require that all contracts for goods, services, or public improvement projects be based upon competitive bids or proposals, unless an exception applies;

WHEREAS, pursuant to LTD resolution No. 2017-03-15-011, the LTD Board of Directors is the LTD Contract Review Board and is required to authorize all contracts exceeding \$149,999;

WHEREAS, the Contract Review Board has authorized the LTD Finance Committee to review and recommend action on contracts prior to those contracts being presented to the LTD Board for review and approval;

WHEREAS, the Finance Committee reviewed the proposed contract between LTD and Chambers Construction on Monday, May 8, 2017, and recommended adoption;

NOW, THEREFORE, BE IT RESOLVED that the Lane Transit District Board of Directors, acting as the LTD Contract Review Board, passes a Resolution as follows:

- 1) The contract shall be in compliance with all applicable laws and regulations.
- 2) Once any protest period has passed and no protests being received and/or such protests being resolved in accordance with Oregon law and the LTD Procurement Policy, the General Manager, or her designee, is hereby authorized to: (a) negotiate and enter into a contract with Chambers Construction for the purpose of on-call contracting services at all LTD facilities for both Capital and operational projects in an amount not to exceed \$2,600,000; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10% of the initial contract price or \$150,000, whichever is less.

ADOPTED BY THE LANE TRANSIT DISTRICT ON THE 17TH DAY OF MAY 2017.

PRESIDENT, Gary Wildish

ATTEST:

Approved as to form: _____
Legal Counsel

AGENDA ITEM SUMMARY

DATE OF MEETING: May 17, 2017

ITEM TITLE: CONTRACT – FACILITIES MAINTENANCE BUILDING AND BUS LOT EXPANSION

PREPARED BY: Joe McCormack, Director of Facilities Management; Collina Washington, Procurement Manager

ACTION REQUESTED: Authorize the General Manager to execute Contract No. 2017-23 between Lane Transit District (“LTD”) and Chambers Construction.

PURPOSE/OBJECTIVE: This action will authorize the general manager to enter into contract with Chambers Construction for the construction of the Facilities Maintenance Building and Bus Lot Expansion on the Glenwood campus.

DESCRIPTION/JUSTIFICATION: Improvements on the Glenwood Campus will include the following:

- Expansion of the existing bus lot to the east; providing an additional 23,000 square-feet of bus parking and circulation space.
- Re-orientation of parking layout providing additional parking capacity for various fleet types.
- Revised operational servicing (fuel and clean) procedures and circulation that enhance safety and efficiency.
- Accommodate wireless connectivity for buses and security cameras.
- New electrical service and infrastructure to accommodate all-electric buses.
- Provide on-site facility maintenance crew building accommodating workspace consolidation and capacity for growth.

CONTRACT HISTORY: N/A

PROCUREMENT IMPACT: On March 24, 2017, LTD let Invitation to Bid No. 2017-23 seeking submittals from qualified contractors or teams capable of providing general construction services related to the building of LTD’s Facilities Maintenance Building and Bus Lot Expansion. Bids were due on April 27, 2017, by not later than 2:00 PM (Pacific). LTD received three bids via its eBid eXchange Procurement portal:

<u>Contractor</u>	<u>Base Bid (Estimate)</u>	<u>Responsive?</u>
Chambers Construction	\$3,097,795.00	Yes
Essex General Construction	\$3,276,859.86	Yes
Wildish Construction	\$3,163,400.00	No

AGENDA ITEM SUMMARY

LTD Solicitation No. 2017-23

Facilities Maintenance Building and Bus Lot Expansion

Page 2

Chambers Construction is the lowest responsive and responsible bidder. A draft contract for the provision of the related construction services has been attached to this Agenda Item Summary.

This procurement was conducted in compliance with 2 CFR Part 200, the Office of Management and Budget's Uniform Administrative Requirements, Costs Principles and Audit Requirements (Super Circular); the Federal Transit Administration's (FTA) Circular 4220.1F Third Party Contracting Guidelines; Oregon Public Contracting Code; and, LTD's Purchasing Policy Rules.

POLICY IMPACT:

1. Oregon Public Contracting Code and LTD's Purchasing Policy Rules require that such services be obtained utilizing a competitive solicitation process.
2. LTD Resolution No. 2017-03-15-011 requires that contracts exceeding \$149,999 must be presented to the Board of Directors for approval.
3. This improvement is aligned with and supports LTD's "What Drives Us" Mission Statement which includes the following commitments.
 - We provide reliable transit services that address the needs of the community.
 - We provide a viable alternative to the automobile through high-quality transportation options, programs, and services.
 - We provide leadership in the development of the region's transportation system.
 - We practice safety and maintain safe and accessible vehicles, services, and facilities.
 - We practice sound fiscal and sustainability management.

ECONOMIC IMPACT: The total project cost is projected to total \$3,627,795.00 as shown below:

<u>Task</u>	<u>Budget</u>
Construction Contract	\$3,097,795.00
Legal	5,000.00
Construction Administration	40,000.00
Material Testing	10,000.00
Utilities	100,000.00
Owner Furnished Items	150,000.00
Permits	50,000.00
Contingency	<u>175,000.00</u>
TOTAL COST	\$3,627,795.00

This expense is projected to span the FY17 and FY 18 budgets. Funding details may be found in LTD's Capital Improvement Plan.

TERMINATION TERMS: As this section is quite detailed, please see the draft contract for the provision of the related construction services attached to this Agenda Item Summary.

FUNDING SOURCE: This project will be funded up to 80% through FTA's Urbanized Area Formula Funding program (49 U.S.C. 5307). The remaining 20% will come from LTD's general fund.

AGENDA ITEM SUMMARY

LTD Solicitation No. 2017-23

Facilities Maintenance Building and Bus Lot Expansion

Page 3

Additionally, Staff is pursuing other funding, including Congestion Mitigation and Air Quality Program (CMAQ) funds; which up to one-million dollars' of this project qualify. CMAQ fund awards won't be announced until later this fall.

REQUIRED REPORTING: Quarterly grant reporting related to project progress, DBE utilization, etc.

RECOMMENDATIONS: Authorize the General Manager to enter into a contract with Chambers Construction for the construction of a Facilities Maintenance Building and Bus Lot Expansion on the Glenwood campus.

ALTERNATIVES: Anticipate decreased efficiency of maintenance and operational activities on the Glenwood Campus; Assume risk of work environment remains. Or, make improvements to another location to accommodate capacity needs; likely to result in a higher capital cost.

ATTACHMENTS: Contract 2017-23; Resolution No. 2017-04-19-020

PROPOSED MOTION:

Resolution No. 2017-04-19-020: Be it resolved that the Lane Transit District Board of Directors approves Contract 2017-23 and authorizes the General Manager, or her designee, to: (a) negotiate and enter into a contract with Chambers Construction for the purpose of construction of the Facilities Maintenance Building and Bus Lot Expansion on the Glenwood campus in an amount not to exceed \$3,627,795.00; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10% of the initial contract price or \$150,000, whichever is less.

RESOLUTION NO. 2017-04-19-020

A RESOLUTION APPROVING CONTRACTUAL SERVICES BETWEEN LANE TRANSIT DISTRICT AND CHAMBERS CONSTRUCTION FOR CONSTRUCTION OF THE FACILITIES MAINTENANCE BUILDING AND BUS LOT EXPANSION ON THE GLENWOOD CAMPUS

WHEREAS, Lane Transit District (LTD) is authorized to enter into contractual agreements pursuant to ORS 267.200 (3)-(4);

WHEREAS, the Oregon Public Contracting Code and the LTD Procurement Policy require that all contracts for goods, services, or public improvement projects be based upon competitive bids or proposals, unless an exception applies;

WHEREAS, pursuant to LTD resolution No. 2017-03-15-011, the LTD Board of Directors is the LTD Contract Review Board and is required to authorize all contracts exceeding \$149,999;

WHEREAS, the Contract Review Board has authorized the LTD Finance Committee to review and recommend action on contracts prior to those contracts being presented to the LTD Board for review and approval;

WHEREAS, the Finance Committee reviewed the proposed contract between LTD and Chambers Construction on Monday, May 8, 2017, and recommended adoption;

NOW, THEREFORE, BE IT RESOLVED that the Lane Transit District Board of Directors, acting as the LTD Contract Review Board, passes a Resolution as follows:

- 1) The contract shall be in compliance with all applicable laws and regulations.
- 2) Once any protest period has passed and no protests being received and/or such protests being resolved in accordance with Oregon law and the LTD Procurement Policy, the General Manager, or her designee, is hereby authorized to: (a) negotiate and enter into a contract with Chambers Construction for the purpose of construction of the Facilities Maintenance Building and Bus Lot Expansion on the Glenwood campus in an amount not to exceed \$3,627,795.00; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10% of the initial contract price or \$150,000, whichever is less.

ADOPTED BY THE LANE TRANSIT DISTRICT ON THE 17th DAY OF May, 2017.

PRESIDENT, Gary Wildish

ATTEST:

Approved as to form: _____
Legal Counsel

AGENDA ITEM SUMMARY

DATE OF MEETING: May 17, 2017

ITEM TITLE: CHANGE ORDER – WILDISH BUILDING COMPANY CM/GC FOR WEST EUGENE EMX PROJECT

PREPARED BY: Joe McCormack, Director of Facilities Management; Collina Washington, Procurement Manager

ACTION REQUESTED: Approval

PURPOSE/OBJECTIVE: This action will authorize the general manager to execute a change order to the contract with Wildish Building Company for the construction of the Willow Creek Facility as part of the West Eugene EmX (“WEE”) Project.

DESCRIPTION/JUSTIFICATION: The Willow Creek Facility is the last major bid package for the WEE project. The final programmatic elements include a bus turnaround, bus and service vehicle parking, landscaping, and break area with operator restrooms.

CONTRACT HISTORY: Wildish Building Company is the Construction Manager/General Contractor for the West Eugene EmX project (Contract 2013-43). The CM/GC contract is comprised of several bid packages as well as work to be self-performed.

PROCUREMENT IMPACT: On February 2, 2017, LTD advertised Invitation to Bid No. 2017-11 seeking submittals from qualified contractors or teams capable of constructing LTD’s Willow Creek Terminus and Driver Building. Bids were due on February 28, 2017, by not later than 2:00 PM (Pacific). LTD received two (2) bids via its eBid eXchange Procurement portal:

<u>Contractor</u>	<u>Base Bid (Estimate)</u>	<u>Responsive?</u>
Chambers Construction	\$1,213,014.00	Yes
Essex General Construction	\$1,139,456.68	Yes

Essex General Construction is the lowest responsive and responsible bidder. This procurement was conducted in compliance with 2 CFR Part 200, the Office of Management and Budget’s Uniform Administrative Requirements, Costs Principles and Audit Requirements (Super Circular); the Federal Transit Administration’s (FTA) Circular 4220.1F Third Party Contracting Guidelines; Oregon Public Contracting Code; and, LTD’s Purchasing Policy Rules.

POLICY IMPACT:

1. Oregon Public Contracting Code and LTD’s Purchasing Policy Rules require that such services be obtained utilizing a competitive solicitation process.
2. LTD Resolution No. 2017-03-15-011 requires that contracts exceeding \$149,999 must be presented to the Board of Directors for approval.

AGENDA ITEM SUMMARY

LTD Solicitation No. 2017-11

Change Order – Willow Creek Terminus

Page 2

ECONOMIC IMPACT: This change order of \$1,139,456.68 for the construction of the Willow Creek Facility will be funded through FTA's Urbanized Area Formula Funding program (49 U.S.C. 5307) with the balance coming from LTD's general fund. This project is programmed in LTD's Capital Improvement Plan.

TERMINATION TERMS: The terms of termination for Contract No. 2013-43, West Eugene EmX Extension Project are specifically outlined in Article 10 Termination or Suspension of AIA Document A133-2009, and Article 14 Termination or Suspension of the Contract of AIA Document A201-2007. Generally, the Contract Manager may receive compensation for the Work performed up to the date of termination, but not to exceed the Gross Maximum Price.

FUNDING SOURCE: This change order of \$1,139,456.68 for the construction of the Willow Creek Facility will be funded through FTA's Urbanized Area Formula Funding program (49 U.S.C. 5307) with the balance coming from general funds.

REQUIRED REPORTING: To be included in the WEE quarterly reporting to the FTA Project Management Oversight Contractor (PMOC).

RECOMMENDATIONS: Authorize the General Manager to execute a change order to the existing contract with Wildish Building Company for the construction of the Willow Creek Facility.

ALTERNATIVES:

1. Re-bid the project, which may create delay in the completion of the WEE project.
2. Decide not to construct a terminus facility and route buses via nearest connecting cross streets to turn around, which may increase travel times.

ATTACHMENTS: Contract Change Notice 2017-01; Resolution No. 2017-04-19-021

PROPOSED MOTION:

Resolution No. 2017-04-19-021: Be it resolved that the Lane Transit District Board of Directors approves Contract Change Notice 2017-01 and authorizes the General Manager, or her designee, to: (a) negotiate and enter into a contract with Wildish Building Company for the purpose of the construction of the Willow Creek Facility as part of the West Eugene EmX ("WEE") Project in an amount not to exceed \$1,139,456.68; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10% of the initial contract price or \$150,000, whichever is less.



CHANGE ORDER

PROJECT NAME:
West Eugene EmX Construction

CHANGE ORDER NUMBER: **1**
DATE: **5/18/2017**

TO CONTRACTOR (Name and address):
Wildish Building Company

CONTRACT NO.: 2013-43
CONTRACT DATE: 5/7/2014

THE CONTRACT IS AMENDED AS FOLLOWS:

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION:</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	1	ADDITION of Willow Creek Facility: The Willow Creek Facility is the terminus element of the West Eugene EmX Project. This is a bid package within the existing CM/GC contract. The bid package includes construction of a bus turnaround, bus and service vehicle parking, landscaping, and break and restroom building.	\$ 1,139,456.68	\$ 1,139,456.68
TOTAL THIS CHANGE ORDER:				\$ 1,139,456.68

The original Contract Sum was
Net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was

\$	56,506,216.26
\$	-
\$	56,506,216.26

The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

\$	1,139,456.68
\$	57,645,672.94

The Contract Time will be increased by 0 days.
The date of Substantial Completion as of the date of this Change Order therefore is .

1-Aug-2017

NOT VALID UNTIL SIGNED BY BOTH THE CONTRACTOR AND OWNER.

Wildish Building Company
CONTRACTOR *(Firm Name)*

Lane Transit District
OWNER

ADDRESS

ADDRESS

BY *(Signature)*

BY *(Signature)*

(Typed or Printed Name & Title)

(Typed or Printed Name & Title)

DATE

DATE

RESOLUTION NO. 2017-04-19-021

A RESOLUTION APPROVING CONTRUACTUAL SERVICES BETWEEN LANE TRANSIT DISTRICT AND WILDISH BUILDING COMPANY FOR THE CONSTRUCTION OF THE WILLOW CREEK FACILITY AS PART OF THE WEST EUGENE EMX (“WEE”) PROJECT

WHEREAS, Lane Transit District (LTD) is authorized to enter into contractual agreements pursuant to ORS 267.200 (3)-(4);

WHEREAS, the Oregon Public Contracting Code and the LTD Procurement Policy require that all contracts for goods, services, or public improvement projects be based upon competitive bids or proposals, unless an exception applies;

WHEREAS, pursuant to LTD resolution No. 2017-03-15-011, the LTD Board of Directors is the LTD Contract Review Board and is required to authorize all contracts exceeding \$149,999;

WHEREAS, the Contract Review Board has authorized the LTD Finance Committee to review and recommend action on contracts prior to those contracts being presented to the LTD Board for review and approval;

WHEREAS, the Finance Committee reviewed the proposed contract between LTD and Wildish Building Company on Monday, May 8, 2017, and recommended adoption;

NOW, THEREFORE, BE IT RESOLVED that the Lane Transit District Board of Directors, acting as the LTD Contract Review Board, passes a Resolution as follows:

- 1) The contract shall be in compliance with all applicable laws and regulations.
- 2) Once any protest period has passed and no protests being received and/or such protests being resolved in accordance with Oregon law and the LTD Procurement Policy, the General Manager, or her designee, is hereby authorized to: (a) negotiate and enter into a contract with Wildish Building Company for the purpose of the construction of the Willow Creek Facility as part of the West Eugene EmX (“WEE”) Project in an amount not to exceed \$1,139,456.68; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10% of the initial contract price or \$150,000, whichever is less.

ADOPTED BY THE LANE TRANSIT DISTRICT ON THE 17TH DAY OF MAY, 2017.

PRESIDENT, Gary Wildish

ATTEST:

Approved as to form: _____
Legal Counsel

AGENDA ITEM SUMMARY

DATE OF MEETING: April 19, 2017

ITEM TITLE: CONTRACT APPROVAL – UNIVERSITY OF OREGON GRADUATE STUDENT AND FACULTY GROUP PASS

PREPARED BY: Aurora Jackson, General Manager; Collina Washington, Procurement Manager

ACTION REQUESTED: Approval

PURPOSE/OBJECTIVE: This action will authorize the general manager to enter into contract with the University of Oregon (UO) for the Associated Students of the University of Oregon (ASUO) for the purpose of funding a Group Pass Program for UO graduate students and faculty.

DESCRIPTION/JUSTIFICATION:

In an effort to increase ridership, ease passenger convenience, and stabilize revenues, LTD offers Group Pass arrangements to employers and schools with greater than five employees or students. The Group Pass Program is authorized under by LTD Ordinance 49.

CONTRACT HISTORY:

LTD has been under contract with the University to provide group passes since 2009.

PROCUREMENT IMPACT: This contract is not a procurement; it is a sales agreement in which LTD is the vendor.

POLICY IMPACT:

1. LTD Resolution No. 2017-03-15-011 requires that contracts exceeding \$149,999 must be presented to the Board of Directors for approval.

ECONOMIC IMPACT: This contract will generate \$366,955.68 in revenue to LTD.

TERMINATION TERMS: Either party may terminate quarterly with 30 days' written notice.

FUNDING SOURCE: N/A this contract is not a procurement.

REQUIRED REPORTING: LTD will provide estimated UO faculty ridership or campus-wide ridership.

RECOMMENDATIONS: Adoption

ALTERNATIVES: Decline to extend Group Pass agreement and require all UO faculty to purchase full fare to ride.

ATTACHMENTS: Contract 2009-44; Resolution No. 2017-04-19-022

PROPOSED MOTION:

Resolution No. 2017-04-19-022: Be it resolved that the Lane Transit District Board of Directors approves contract 2009-44 and authorizes the General Manager, or her designee, to

#0343

STUDENTS

gpasuo

**AGREEMENT
LANE TRANSIT DISTRICT SERVICES FOR UNIVERSITY OF OREGON STUDENTS
2016 – 2017**

PCS# 262010-00113-O

This "Agreement" is entered into by and between Lane Transit District Services ("LTD"), a Transportation District organized under ORS 267.510 et seq., and University of Oregon ("University") for the Associated Students of the University of Oregon ("ASUO"). University and LTD are each a "Party" and collectively the "Parties".

1. Introduction. In action taken by the Athletics and Contracts Finance Committee and the ASUO, the funding of a Group Bus Pass Program with LTD ("Program") was approved.

2. Program Objectives.

- 2.1. To provide convenient, safe, effective, and efficient mass transit services for the students of University and reliable access to campus.
- 2.2. To encourage transit use as an alternative to automobile use by University students.
- 2.3. To provide University students with convenient, expanded transit access to be available within the LTD service district during LTD service hours.
- 2.4. To provide for and maintain University student involvement regarding the design and implementation of transit services targeted for students.

3. Term.

3.1. Term Period. The term of this Agreement shall commence on July 1, 2016 and shall end June 30, 2017.

3.2. Renewal. This Agreement may be renewed on such terms as the parties may agree to in writing.

4. Services Provided.

4.1 LTD will allow University students to have unlimited ridership on all routes and schedules throughout the term of this Agreement.

4.2 Late night 79x departures (10:30 pm to 12:00 am, Monday through Saturday) between the University's Eugene campus and the Stadium Park Apartments located at 90 Commons Drive will be made available during the term of this Agreement. The late night 79x route will not be modified without approval of the University. Late night 79x service may be canceled or modified if warranted by weather conditions, holiday service schedules, or UO home football games. LTD is responsible for communicating changes in service to the late night 79x riders.

4.3 University students may ride any LTD bus anywhere Lane Transit District buses operate, as often as desired, by showing the driver a valid university identification card.

LTD shall charge no fare to any University student who shows a valid University identification card.

4.4 University students will have unlimited ridership between consecutive terms, including between Summer and Fall Terms. For example, a valid Fall Term University identification card may be used from the first day of Fall Term until the first day of Winter Term; a valid summer school University identification card may be used until the first day of Fall Term. University law student semester identification cards may be used beginning the first day of the semester until the first day of the following semester. LTD will allow employees of ASUO Legal Services, ASUO Office of Student Advocacy, and the Oregon Student Association Field Organizer who present valid University associate identification cards unlimited ridership on all routes and schedules on the same basis as university students.

5. Payment for Services.

5.1 The amount payable to LTD for the term of this Agreement \$1,397,277.00 (calculated based on the number of students on University's Eugene campus). This sum shall be payable as follows:

- Summer 7/31/16 — • \$223,564.32 no later than the latter of 30 days after the beginning of the University's 2016 Summer Academic Term or the date of last signature below for the University's 2016 Summer Academic Term.
064943
- Fall 10/31/16 — • \$391,237.56 no later than 30 days after the beginning of the University's 2016 Fall Academic Term.
065178
- Winter 1/31/16 — • \$391,237.56 no later than 30 days after the beginning of the University's 2017 Winter Academic Term.
- Spring 4/30/16 — • \$391,237.58 no later than 30 days after the beginning of the University's 2017 Spring Academic Term.
065861

5.2 Invoices may be submitted electronically to EMU Accounts Payable Accountant with copies to the ASUO Leadership Adviser and the ASUO Accounting Coordinator. Alternately, invoices may be mailed to:

EMU & ASUO Accounts Payable
1228 University of Oregon
Eugene, OR 97403-1228

6. Service Input. Any University student has the opportunity to comment and advise LTD on service. As set forth in Section 2.4., LTD will provide for and maintain University student involvement regarding the design and implementation of transit services targeted for students. Representatives from LTD and the ASUO will meet at the request of either party, but not to exceed once per term, to discuss transit services for students, to develop ways of soliciting student input on service, and to monitor LTD's contract compliance, performance, and overall effectiveness in servicing student transportation needs.

During years of significant service increases or decreases, LTD will strive to obtain additional student input.

7. Reports. To facilitate Program review and evaluation, LTD will provide the University and ASUO with LTD's annual audited comprehensive financial report, copies of all Program revenues, and other information reasonably requested during the term of this Agreement.

LTD shall provide student ridership statistics annually to the University and ASUO within six weeks after the start of undergraduate classes for the fall term. LTD shall also provide the most current student ridership statistics to the University and ASUO prior to the October Athletics and Contracts Finance Committee budget process.

8. Schedule Information. LTD will provide detailed information to University students regarding its services and schedules, and will actively market its services to students throughout the academic year to encourage mass transit ridership in support of the Program objectives. In marketing its services, LTD will make students aware that incidental fees are funding this Program by noting such funding on bus schedules that include heavily used student routes and by such other methods as LTD determines to be reasonable.

9. Termination.

- 9.1.** Either Party may terminate this Agreement effective upon delivery of written notice to the other party, or at such later date as may be established by the party providing notice, if federal, state, local, or University rules, regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for funding by the proposed payments authorized by this Agreement. Such notice on behalf of University must be provided by the University Purchasing and Contracting Services ("PCS") department. Any such termination of this Agreement shall not affect any obligations or liabilities accrued under the terms of this Agreement prior to such termination. In the event that the Agreement is terminated for any reason set forth in this paragraph during an academic quarter after the disbursement of funds to LTD, LTD shall promptly return all unearned revenue prorated on a per day basis.
- 9.2.** University may terminate this Agreement by written notice from the PCS to LTD if LTD fails to perform any of its obligations under the terms of this Agreement and if, after receipt of written notice from PCS, LTD fails to correct such failures within 30 days or such longer period as the PCS may authorize.
- 9.3.** LTD may terminate this Agreement by written notice to University if University fails to perform any of its obligations under the terms of this Agreement and if, after receipt of written notice from LTD, University fails to correct such failures within 30 days or such longer period as LTD may authorize.
- 9.4.** Upon termination of this Agreement for any reason set forth in this Section 9, LTD shall provide to University/ASUO a final report within sixty days of termination that shall include a final accounting of revenues and expenditures for the period. The form and substance requirements of the final report and accounting shall be the same as the annual report requirements set forth in Section 7 of this Agreement.

University/ASUC: Becky Girvan
ASUC Leadership Adviser
1395 University of Oregon
Eugene, OR 97403-1395

With a copy to: Purchasing and Contracting Services
Contracts Manager
720 E 13th Avenue, Suite 302
Eugene, OR 97401

16. No Third Party Beneficiaries. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

17. EEO Notices. This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

18. Counterparts. This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature by delivering the Contract with an original signature to the requesting Party.

19. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the services and all other subject matter hereof and merges all prior and contemporaneous or previous communications, contracts and agreements whether written or oral with respect to such subject matter. It will not be modified except by a signed writing dated subsequent to the date of this Agreement and signed on behalf of LTD and University by their respective duly authorized representatives. No waiver consent, modification, or change of any term of this Agreement will bind either Party unless the same is in writing and signed by both parties and all necessary state approvals have been obtained. Such express waiver, consent, modification, or change, if made, will be effective only in the specific instance and the specific purpose set forth in such signed writing.

[Signature Page to Follow]

Lane Transit District
By: [Signature]
Name: Roland Hoskins
Title: Director of Administrative Services
Date: 6-09-16

University of Oregon
By: [Signature]
Name: Craig Ashford
Title: Interim Director, PCS
Date: 6/10/16

Lane Transit District Approved as to Form:
By: [Signature]
Name: Collina Washington
Title: Procurement Manager
Date: 06/09/2016

Associated Students of the University of Oregon
Recommended for Approval
By: [Signature]
Name: Zachary Lusty
Title: Vice President
Date: 06/09/2016

RESOLUTION NO. 2017-04-19-022

A RESOLUTION APPROVING CONTRUACTUAL SERVICES BETWEEN LANE TRANSIT DISTRICT AND UNIVERSITY OF OREGON (UO) FOR THE ASSOCIATED STUDENTS OF THE UNIVERSITY OF OREGON (ASUO) FOR THE PURPOSE OF FUNDING A GROUP PASS PROGRAM FOR UO GRADUATE STUDENTS AND FACULTY

WHEREAS, Lane Transit District (LTD) is authorized to enter into contractual agreements pursuant to ORS 267.200 (3)-(4);

WHEREAS, the Oregon Public Contracting Code and the LTD Procurement Policy require that all contracts for goods, services, or public improvement projects be based upon competitive bids or proposals, unless an exception applies;

WHEREAS, pursuant to LTD resolution No. 2017-03-15-011, the LTD Board of Directors is the LTD Contract Review Board and is required to authorize all contracts exceeding \$149,999;

WHEREAS, the Contract Review Board has authorized the LTD Finance Committee to review and recommend action on contracts prior to those contracts being presented to the LTD Board for review and approval;

WHEREAS, the Finance Committee reviewed the proposed contract between LTD and University of Oregon (UO) for the Associated Students of the University of Oregon (ASUO) on Monday, May 8, 2017, and recommended adoption;

NOW, THEREFORE, BE IT RESOLVED that the Lane Transit District Board of Directors, acting as the LTD Contract Review Board, passes a Resolution as follows:

- 1) The contract shall be in compliance with all applicable laws and regulations.
- 2) Once any protest period has passed and no protests being received and/or such protests being resolved in accordance with Oregon law and the LTD Procurement Policy, the General Manager, or her designee, is hereby authorized to: (a) negotiate and enter into a contract with University of Oregon (UO) for the Associated Students of the University of Oregon (ASUO) for the purpose of funding a Group Pass Program for UO graduate students and faculty in an amount not to exceed \$366,955.68; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of 10% of the initial contract price or \$150,000, whichever is less.

ADOPTED BY THE LANE TRANSIT DISTRICT ON THE 17TH DAY OF MAY, 2017.

PRESIDENT, Gary Wildish

ATTEST:

Approved as to form: _____
Legal Counsel