



**Request for Qualifications (RFQ)
CET 20-1
For**

Architectural/Engineering services as described within the attached Professional Services Agreement (PSA)

Project Name: Enhanced Community Connector Bus Stops

Project Location: Crook, Deschutes, and Jefferson Counties

SOQ SUBMISSION DEADLINE: January 28, 2020 by 5:00 p.m.

SOQs must be submitted via to the following Single Point of Contact no later than the submission deadline.

Single Point of Contact: Drew Orr, Fiscal Administrator
Central Oregon Intergovernmental Council
334 NE Hawthorne Avenue
Bend, OR 97701
E-mail: dorr@coic.org

Section 1.0 SOLICITATION INFORMATION AND REQUIREMENTS

1.1 SUMMARY OVERVIEW and CONTRACT OBJECTIVES

The Central Oregon Intergovernmental Council (COIC) seeks a highly qualified architectural/engineering firm to prepare topographical base maps, construction drawings and bid documents for public transit bus stop site improvements throughout Central Oregon. Firms interested in being considered for this engagement are invited to submit a Statements of Qualification (SOQ) as further described herein.

As described in the Cascades East Transit webpage <https://cascadeseasttransit.com/>, COIC operates a public transit service between cities/towns in Central Oregon called Community Connector. Central Oregon Intergovernmental Council (COIC) has been awarded funding to

develop twelve existing Community Connector shuttle bus stops in La Pine, Bend, Redmond, Prineville, Sisters, and Madras. The construction work includes site prep, the pouring of concrete ADA accessible pad, the pouring of bus shelter footings as required, assembly and installation of prefabricated shelters, and installation of passenger benches and bus stop signage.

Proposers responding to the RFQ do so solely at their expense. COIC is not responsible for any Proposer expenses associated with the RFQ.

The selected Proposer and COIC will negotiate the delivery schedule, costs and final Statement of Work, within the scope of what is advertised here, for inclusion in the final contract.

The contract is anticipated to start February 2020, and is expected to be completed by April 2020. Pending successful negotiations, the selected Proposer shall perform its obligations according to the contract and exhibits thereto.

Funding Source(s):

This project is funded, in part, with federal funds under a financial assistance agreement between COIC and Federal Transit Administration (FTA). This contract is subject to all applicable provisions prescribed in FTA Circular 4220.1F for third party contracting by that Federal Transit Administration Master Agreement (FTA MA), including, but not necessarily limited to, the provisions in Exhibit A of the attached Professional Service Agreement.

Payment.

Payment will be made for completion of tasks and deliverables in conformance with the attached Professional Service Agreement. The method of compensation will be Fixed Price per Deliverable.

1.2 QUESTIONS AND CLARIFICATIONS

1.2.1 PROPOSER QUESTIONS

All inquiries, whether relating to the RFQ process, administration, deadline or award, or to the intent or technical aspects of the services must be submitted in writing via e-mail to the Single Point of Contact for this RFQ identified on page 1. **Failing to follow the foregoing requirements regarding the Single Point of Contact for inquiries may result in SOQ rejection by COIC.** All questions must be received not later than 5 business days prior to the SOQ submission deadline.

1.2.2 ADDENDA

Answers to questions COIC receives and that COIC, in its sole discretion, determines are substantive and provide new information, will be issued as official Addenda to this RFQ. When appropriate, as determined by COIC in its sole discretion, revisions, substitutions, or clarifications of the RFQ will be issued as Addenda to this RFQ. Changes or modifications to this RFQ will be binding on COIC only if in the form of written Addenda issued by the COIC. COIC will provide any Addenda to all firms who have received this RFQ.

1.3 SUBMISSION NOTICE

NOTE: All documents submitted in response to this RFQ shall become the property of COIC and may be utilized in any manner and for any lawful purpose by COIC. Be advised that all documents submitted in response to this RFQ are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your SOQ which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure". Where authorized by law, and at its sole discretion, COIC will endeavor to resist disclosure of properly identified portions of the proposals.

Identifying the SOQ in whole as exempt from disclosure is not acceptable. If Proposer fails to identify the portions of the SOQ that Proposer claims are exempt from disclosure and the authority used to substantiate that claim, Proposer is deemed to waive any future claim for non-disclosure of that information.

1.4 SOQ SUBMISSION REQUIREMENTS ("PASS/FAIL" & "REQUIRED" ITEMS)

PASS/FAIL:

- Items in this Section 1.4 marked as "PASS/FAIL" that are incomplete (except for minor informalities), not submitted by SOQ due date and time, or are otherwise not in substantial conformance with the requirement, will be rejected as non-responsive. SOQs must comply with ALL requirements marked as "PASS/FAIL" to be considered for further evaluation.

REQUIRED ITEMS & SCORING DEDUCTIONS:

1.4.1 SOQ COVER SHEET (REQUIRED)

The SOQ must include a completed, signed SOQ RFP Cover Sheet using the form provided, Attachment A.

1.4.2 SOQ SUBMISSION DEADLINE (PASS/FAIL)

COIC will not accept SOQs submitted after the SOQ submission deadline indicated in this RFQ. **SOQ must be received at the correct address on or before the due date and time indicated on page 1.** COIC is not responsible for and will not accept mis-delivered SOQs.

1.4.3 DELIVERY ADDRESS (PASS/FAIL)

Required electronic submittals must be delivered to the address specified on page 1. For e-mail submittals, Proposers may request an e-mail confirmation that the submittal was received by COIC.

1.4.4 TERMS AND CONDITIONS (PASS/FAIL)

Unless otherwise provided in this RFQ, by submitting a SOQ, each Proposer agrees to be bound by and comply with the terms and conditions of the attached PSA, as amended. Any SOQ that is conditioned on COIC's acceptance of terms and conditions other than those set forth in the attached PSA and the requirements specified in this RFQ (as they may be revised by an addendum to this RFQ) will be rejected as non-responsive.

Section 2.0 SOQ EVALUATION & CONSULTANT SELECTION

2.1 EVALUATION PROCESS

2.1.1 EVALUATION

COIC will evaluate SOQs in accordance with the Pass/Fail criteria identified in Section 1.4. SOQs meeting those criteria will be forwarded to an evaluation committee of at least 3 members that will independently review, score and rank SOQs according to the Scoring Criteria set forth in Section 2.2.

The outcome of the Evaluation process may, at the COIC's sole discretion, result in:

- (a) notice to Proposer(s) of selection or rejection for contract negotiation and possible award;
- (b) further steps to gather additional information for evaluation, (e.g. checking references, notice of placement on an interview list, requesting clarification); or
- (c) cancellation of the RFQ and either re-issuance of the RFQ in the same or revised form or no further action by COIC with respect to the RFQ.

COIC reserves the right to reject any or all SOQs and reserves the right to cancel this RFQ at any time if doing either would be in the public interest as determined by COIC. COIC is not liable for any costs a Proposer incurs while preparing or presenting the SOQ or during further evaluation stages. All unreturned SOQs will become property of COIC and part of the public file without obligation to COIC.

2.1.2 INTERVIEWS/FOLLOW-UP QUESTIONS

COIC may conduct interviews/follow-up questions. If interviews/follow-up questions are conducted, the following will apply:

- The number of Proposers selected for interviews/follow-up questions is at the sole discretion of COIC.
- A minimum of 3 evaluators shall score the interviews/follow-up questions;
- Interview/follow-up question scores (up to a maximum of 50 points) will be combined with the other criteria scores to arrive at a total score. The total score will be ranked to determine the apparent successful Proposer.
- Interviews normally require physical attendance at COIC's offices; however, COIC may elect to conduct interviews via teleconference or video conference. Further details will be included with notification of time and date of interviews, if conducted.
- Evaluation and scoring will be based on the following criteria:
 - Understanding of Requested Services
 - Technical Approach
 - Project Management/Cost Effectiveness
 - Proposer's General Qualifications
 - Proposer's Capabilities
 - Proposer's Relevant Experience
 - Project Team and Qualifications

2.1.3 COIC QUESTIONS

COIC may require any clarification it needs to understand the Proposer's SOQ. Any necessary clarifications or modifications which are in the best interest of the COIC may be made before the

Proposer is awarded a contract, and some or all of the clarifications or modifications may become part of the final contract.

2.1.4 METHOD OF AWARD

The total scores and selection for tentative contract assignment will be determined as follows:

- Total SOQ Score = Total of all evaluator scores for a given SOQ, divided by the number of evaluators, minus any **SCORING DEDUCTIONS** received per Section 1.4.
- Total Interview Score (if conducted) = Total of all evaluator scores for a given interviewee, divided by the number of evaluators.
- Total Reference/Performance Score (if references or performance evaluations are scored) = Total score received for all references/performance evaluations divided by the number of references/performance evaluations scored.

Final Score = Total SOQ Score plus Total Interview Score (if conducted) plus Total Reference/Performance Scores (if conducted).

COIC will negotiate the payment amount and methodology with the top ranked Proposer (based on Final Scores). If negotiations are not successful, COIC may terminate negotiations with the top ranked Proposer and may begin negotiations with the next highest ranked Proposer and so on, until successful negotiations are completed or COIC determines that cancellation of this RFQ is in the best interest of the State.

2.2 SCORING CRITERIA

SOQ scoring will be based on the criteria stated in the subsections below. The Proposer must describe how Proposer meets the requirements that are specified in this RFQ as related to the scoring criteria below. Be clear and concise.

	<u>Evaluation & Scoring Criteria</u>	Max Points
2.2.1	<p>Specific Experience of Key Staff Provide information for the proposed Project Manager and other key staff that you believe are most important based on your understanding of this Project.</p> <p>Scoring will be based on relevance of the experience, qualifications, and technical competence of Project Manager and key staff proposed for use on this specific Project.</p> <p>A maximum of 4 Key Staff Resumes/bios may be submitted. Any additional information submitted beyond this limit will be discarded by COIC and will not be included in the evaluation.</p>	25
2.2.2	<p>Project Approach Given the Project information provided with this RFQ, describe your specific approach for the prospective project to cost effectively meet the</p>	40

	COIC's deliverables/objectives in the timeline needed. Describe what you believe are the most critical elements of this Project that the team must address for a successful outcome. What percentage of the work will be done by the prime versus subconsultants?	
2.2.3	Availability of Key Staff Identified for this Project Describe the availability of the Key Staff to do the necessary work in the Project. Also identify how travel and any required lodging costs will be minimized for this specific project.	15
2.2.4	Project Samples Provide at least 2 project samples comparable to the requested services performed by your firm within the last 4 years. For the sample projects: <ul style="list-style-type: none"> • Describe their relevance to the Project and Services included in this solicitation, including descriptions of how any outstanding issues and project constraints were addressed and resolved. • Include a brief description of project type, location, size, duration and objectives; a list of key project staff and their roles; tasks performed by the Proposer to fulfill the project objectives; the project budget, and whether the schedule and budget were met. Include 2 reference contacts for each project with valid contact information.	20

SOQ Score Summary	
Total Maximum Points for SOQ	100
Maximum Points for Interviews/Follow-up Questions (if conducted)	50
Maximum Possible Total Score	150

2.3 AWARD REQUIREMENTS

2.3.1 COST DATA

Following development of the Statement of Work, the selected Proposer shall submit a price SOQ with cost information broken down in a manner as indicated in Schedule 1.1 of the attached PSA.

2.3.3 PROPOSER RESPONSIBILITY

COIC may reject an offer and rescind the Notice of Intent to Award notice if COIC determines Proposer is not responsible as defined in the attached General Standards of Proposer Responsibility.

SECTION 3 PROJECT DESCRIPTION

Project Purpose

The construction work includes site prep, the pouring of concrete ADA accessible pad, the pouring bus shelter footings as required, assembly and installation prefab shelters, and installation of passenger benches and bus stop signage.

Project Objective

Prepare topographical base maps, construction drawings and bid documents..

Project Management

The COIC Project Manager will guide development of the feasibility study. The COIC Project Manager shall review Consultant Progress Reports and Billings and recommend approve payment.

Expectations about Written and Graphic Deliverables

Deliverables must be written concisely and use a simple and direct style so that they can be read by as large an audience as is reasonable and understood independently of one another and to easily convey regional and individual community-based plan materials. Where possible, information must be presented in tabular or graphic format, with a simple and concise accompanying narrative. All written and graphic deliverables will be made available in alternative formats. Upon request, Contractor shall read summaries or descriptions of written or graphic deliverables into a recording for people who cannot read or are visually impaired.

All Draft written (text) and graphic deliverables may be transmitted electronically. Electronic versions of written (text) deliverables must be in DOCX (Microsoft Word) format. Graphic deliverables must be converted to PDF format. All written and graphic deliverables must be substantially complete in draft version, needing minimal editing, and include the project name, a title that refers to the deliverable, draft number, subtask number and date of preparation. Electronic versions of base and plan maps must be in color, but legible in black and white when reproduced. Files from the creation of graphics, including maps, must be provided in their native editable format as well as PDF format. Maps must include details necessary to ensure usability, such as city limits, urban growth boundaries, street names, relevant environmental and cultural features, legend, date, etc. Maps must be at a scale that is legible and in proportion for the intended purpose.

Unless otherwise stated in the following tasks, entities preparing deliverables will make them available on an established file sharing site or shared folder at least one week prior to scheduled meetings for which they are intended to be complete.

TASKS, DELIVERABLES and SCHEDULE

The tasks needing to be completed, and the required deliverables are described with Section 1.1 of the attached PSA. The schedule for these items to be completed shall be negotiated, and described within Section 1.3 of the PSA.

Attachment A – SOQ Cover Sheet

RFQ # _____

Central Oregon Intergovernmental Council

Project

name: _____

Name	_____	of	_____	Firm:	_____
Type SOQ	name	of	primary	contact	for this
Email	_____	_____	_____	_____	address
Telephone	_____	_____	Fax	_____	_____

By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that:

1. s/he has received copies of all addenda to this informal solicitation;
2. all contents of the SOQ, and this SOQ Cover Sheet, are truthful and accurate;
3. Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055;
4. Proposer accepts all the terms and conditions contained in the RFQ, and the referenced PSA; and

_____ Date _____

Authorized Signature

(Print Name and Title) _____

Attachment B

AFFIDAVIT OF NON-COLLUSION/CONFLICT OF INTEREST

I hereby swear (or affirm) under penalty for perjury:

1. That I am Offeror (if the Offeror is an individual), a partner in the offer (if the Offeror is a partnership), or an officer or employee of the Offeror corporation having the authority to sign on behalf (if the Offeror is a corporation);

2. That the attached offer has been arrived at by the Offeror independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;

3. That the contents of the offer have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offer or it's surety or any bond furnished with the offer, and will not be communicated to any such person prior to the official awarding of this procurement; and

4. The Contractor shall not offer or provide gifts, gratuities, favors, entertainment or any other gratuities of monetary value to any official, employee or agent of COIC during the period of this contract or for one year thereafter.

5. Personal/Organizational conflict arises when (1) an employee, officer, agent or board member, (2) any member of his/her immediate family, (3) his/her partner, or (4) an organization that employs, or intends to employ any of the listed, participate in selection, award or administration of federally funded contracts and have financial or other interest in a firm competing for or selected for award. To the best of my knowledge and belief no affiliation exists relevant to possible organizational or personal conflicts of interest.

6. The Offeror shall disclose, to the best of his/her knowledge, any Local, State or Federal employee, COIC employee, or member of the State legislature, Elected County or City officials within the service area of COIC, or any relative of such who is an officer or director of, or has a material interest in, the Offeror's business, who is in a position to influence this procurement.

Name	Relationships
_____	_____
_____	_____
_____	_____

That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____
Subscribed and sworn to me this _____ day of _____, 20_____ .

If the Offeror is unable to complete this form then it needs to disclose and attach to this form a detailed statement fully disclosing any exceptions and why it believes, in light of the interest(s) identified that performance of the proposed contract can be accomplished in an impartial and objective manner. COIC reserves the right to request more information, to disqualify the Offeror, to contract with the Offeror if it is in COIC's best interest and include appropriate provision to mitigate or avoid such conflict in the contract awarded. Refusal to provide the disclosure or representation or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been know prior to award, an immediate and full disclosure shall be made in writing to COIC. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. COIC may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of COIC.

(Failure to complete this form and to submit it with your offer may render this offer non-responsive)

Attachment C

BIDDER CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Suspended or debarred Contractors, consulting engineers, suppliers, materialmen, lessors or other vendors may not submit SOQs for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work. The Ozark Regional Transit, as a part of its obligation to determine if a Vendor meets the responsibility criteria for federal and state contract award, will check prior to the System for Award Management (SAM).

SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at: <https://www.sam.gov/portal/SAM/##11>.

User guides and webinars are available under the Help tab.

a. The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of State and Federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State department or agency; and

(2) Has not within the prescribed statutory time period preceding this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Has not within a five-year period preceding this application/SOQ had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, the Second Party shall attach an explanation to this agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-contracts and purchase orders resulting directly from this contract.

(1) The prospective subcontractors, sub-subcontractors participants certifies, by submission of it/their SOQ, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency; and

(2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this SOQ.

I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

Please note: Proposers must be registered with SAM which requires a DUNS number. Please carefully review this section under the state and federal suspension and debarment requirements contained in the procurement documents. We reserve the right to determine the Proposer non-responsive if it fails to be registered with SAM at the time of the SOQ submittal.

Attachment D
**CERTIFICATION OF COMPLIANCE WITH FTA DISADVANTAGED
BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY
PROGRAMS**

PROPOSER: _____

Disadvantaged Business Enterprise

I hereby certify that the Proposer has complied with the requirements of 49CFR 26.49, Participation by Disadvantaged Business Enterprises in COIC's Programs, and that our goals have not been disapproved by the Federal Transit Administration.

Signature of the Proposer's Authorized Official

Name and Title of the Proposer's Authorized Official

Date

and

Equal Employment Opportunity

The Proposer, and any and all subcontractors of the Proposer, are required to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and supplemented in U.S. Department of Labor regulation (41 CFR Part 60),.

Certification: I hereby certify, for the Proposer named above, that it has complied with the provisions of Executive Order 11246, as amended by Executive Order 11375, and supplemented un U.S. Dept. of Labor Regulation (41 CFR Part 60) and that I am duly authorized by said Proposer to make this certification.

(Date of Signature)

(Signature of Representative)

(Type or Print Name & Title of that Representative)

Attachment E

**CERTIFICATION TO FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA)
AFFIRMATION OF THE BIDDER'S AUTHORIZED REPRESENTATIVE**

Name of Proposer: _____

BY SIGNING BELOW, on behalf of the Proposer, I declare that the Proposer has duly authorized me to make this certification and bind the Proposer's compliance. Thus; the Proposer agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the requirements of these clauses as indicated on the ensuing pages, Federal Government Required Clauses (FTA).

The Proposer affirms the truthfulness of this certification it has made, and acknowledges that the program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et. seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare that the foregoing certification and any other statements made by me on behalf of the Proposer are true and correct.

Signature: _____ Date: _____

Name (print) _____
Authorized Representative of Applicant

Relationship of Authorized Representative: _____

Exhibit A
Professional Service Agreement.

**COMMUNITY CONNECTOR STOP A&E
PROFESSIONAL SERVICES AGREEMENT CET 20-1**

This Professional Services Agreement (this “Agreement”) by and between Central Oregon Intergovernmental Council, an Oregon entity organized under ORS Chapter 190 (“COIC”), and the _____, an Oregon for profit corporation is entered into this _____ day of February, 2020 and made effective February _____, 2020 (the “Effective Date”).

RECITAL:

By the execution of this Agreement, Contractor agrees to perform the Services (as defined below) in accordance with the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONTRACTOR SERVICES

1.1 Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform those tasks and/or services described in Schedule 1.1 (and any other necessary or appropriate tasks and/or services customarily provided by Contractor in connection with its performance of those tasks and/or services described in Schedule 1.1) (collectively, the “Services”).

1.2 Standards. Contractor will (i) consult with and advise COIC on all matters concerning the Services reasonably requested by COIC, (ii) devote such time and attention to the performance of the Services as COIC deems necessary or appropriate, and (iii) perform the Services to the best of Contractor’s ability.

1.3 Schedule of Services. Contractor will perform the Services in accordance with the schedule described in Schedule 1.3. Contractor’s timely performance of each and every Contractor obligation under this Agreement, including, without limitation, Contractor’s performance of the Services, is of the essence.

1.4 Term of Contract. Unless terminated sooner under the provisions of this contract, the contract shall be through April 30, 2021.

2. COMPENSATION

2.1 Compensation. COIC will pay Contractor up to a maximum of \$ _____, in accordance with the compensation schedule set forth in Schedule 2.1.

2.2 No Benefits. COIC will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.

2.3 No Reimbursement of Expenses. Expenses incurred by Contractor in connection with the performance of the Services will not be reimbursed by COIC.

3. RELATIONSHIP

3.1 Independent Contractor. Contractor is an independent contractor of COIC. Contractor is not an employee of COIC. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of COIC to specify the desired results.

3.2 Taxes. COIC will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes.

3.3 Licenses. Contractor will be solely responsible for obtaining any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

3.4 No Agency Relationship. This Agreement does not create an agency relationship between COIC and Contractor and does not establish a joint venture or partnership between COIC and Contractor. Contractor does not have the authority to bind COIC or represent to any person that Contractor is an agent of COIC.

3.5 FTA Required Clauses. This contract is funded, in part, with federal funds under a financial assistance agreement between COIC and the Oregon Department of Transportation, Rail & Public Transit Division (ODOT RPTD). This contract is subject to all applicable provisions prescribed in FTA Circular 4220.1F for third party contracting by that Federal Transit Administration Master Agreement (FTA MA), including, but not necessarily limited to, the provisions in Exhibit A, which are attached to and made a part of this contract. This FTA MA is updated annually and new applicable provisions shall be applied.

3.6 In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit A; Exhibit B and this Agreement without Exhibits.

4. REPRESENTATIONS AND WARRANTIES

In addition to any other Contractor representation or warranty made in this Agreement, Contractor represents and warrants to COIC as follows:

4.1 Authority and Binding Obligation. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

4.2 No Conflicts. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all of Contractor's obligations under this Agreement will not (i) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (ii) violate any law, judgment, or order to which Contractor is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.3 Licenses. Prior to Contractor's execution of this Agreement, Contractor obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

5. COVENANTS OF CONTRACTOR

In addition to any other covenant made by Contractor under this Agreement, Contractor covenants to COIC as follows:

5.1 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, without delay, in good faith, in a professional manner, and in accordance with this Agreement. Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. All materials, documents, and/or products prepared by Contractor will be complete, unambiguous, and in compliance with any and all applicable federal, state, and local laws, regulations, and ordinances.

5.2 Insurance. Notwithstanding anything contained in this Agreement to the contrary, during the term of this Agreement, and for a period of two years after completion of the Services, Contractor will obtain and maintain, in addition to any other insurance Contractor is required to obtain under this Agreement, the following minimum levels of insurance: (i) general liability insurance for any and all losses or claims arising out of or related to Contractor's performance of this Agreement (including, without limitation, damages as a result of death or bodily injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate; (ii) automobile liability insurance for business auto coverage, hired & non-owned auto; and

shall provide collision for such vehicles with limits of not less than \$5,000,000 combined single limit per accident for bodily injury and property damage; and (iii) professional liability insurance with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. The general liability and auto liability policies are to contain, or be endorsed to contain, the following provision: COIC, its directors, officers, officials, employees and volunteers are to be additional insureds with respect to liability for operations. CONTRACTOR shall be solely responsible for payment of all insurance coverage deductibles, for general and automobile liability and for automobile physical damage coverage, per occurrence, for all losses, damages, costs incurred as a result of the CONTRACTOR'S action or inaction. Each insurance policy required under this Agreement will be in form and content satisfactory to COIC, will list COIC as an additional insured, will contain a severability of interest clause, and will contain a provision that the insurance policy will not be cancelled without thirty (30) days' prior written notice to COIC. Contractor's insurance will be primary and any insurance carried by COIC will be excess and noncontributing. Prior to Contractor's commencement of the Services, Contractor will furnish COIC with certificates of insurance evidencing the insurance coverage (and provisions) Contractor is required to obtain under this Agreement. In the event Contractor fails to maintain insurance as required under this Agreement, COIC will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon COIC's demand.

5.3 Workers' Compensation Insurance. Contractor will have workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law.

5.4 Compliance With Laws. Contractor will comply with any and all applicable federal state, and local laws, regulations, and ordinances. Contractor will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Services.

5.5 Indemnification. Contractor will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of, whether directly or indirectly, (i) state or federal anti-trust violations, (ii) damage to person or property caused directly or indirectly by Contractor and/or Contractor's Representatives (as defined below), (iii) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (iv) Contractor's breach or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligation provided in this Section 5.5 will survive the termination of this Agreement.

Contractor shall indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor, or any of its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified from and against any and all Claims.

Neither Contractor, nor subcontractor(s), nor any attorney engaged by Contractor or its subcontractors, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that any party is prohibited from defending State or that any party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Contractor if State elects to assume its own defense.

5.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to COIC upon the earlier of COIC's request or the completion of the Services. Contractor's work will be made available in paper and electronic format. All copies of the materials provided to COIC will become the property of COIC who may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or performance of the Services. Contractor will defend all suits or claims for infringement of patent, trademark, or copyright for which Contractor is responsible (including any claims which may be brought against COIC), and Contractor will be liable to COIC for all losses arising there from, including, without limitation, costs, expenses, and attorney fees.

5.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of six years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to COIC for inspection, copying, and/or audit immediately upon COIC's request.

6. WARRANTY

Contractor warrants to COIC that the Services will be performed by qualified personnel, in a professional manner, in accordance with the specifications described in this Agreement, and free from any errors, omissions, or defects.

7. INTELLECTUAL PROPERTY

7.1 Work Made for Hire. Creative Work (as defined below) is work made for hire for copyright purposes to the extent it qualifies as such under applicable law. For purposes of this Agreement, “Creative Work” means any work that Contractor creates for or on behalf of COIC during the term of this Agreement.

7.2 Assignment. Contractor assigns to COIC Contractor’s entire interest in and to the Creative Work, including, without limitation, all copyrights, patent rights, trade secret rights, trademark rights, and other intellectual and proprietary rights in the Creative Work.

7.3 Moral Rights. Contractor assigns to COIC any moral rights that Contractor may have in the Creative Work and waives any right to assert any moral rights in any portion of the Creative Work.

7.4 Perfection. At the request and expense of COIC, Contractor will sign such documents and take such actions that COIC deems necessary or appropriate to perfect, protect, and evidence COIC’s rights in the Creative Work.

7.5 Indemnification. Contractor will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys’ fees, resulting from or arising out of any claim that the Services or the Creative Work infringes any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person. Contractor’s indemnification obligation provided in this Section 7.5 will survive the termination of this Agreement.

8. CONFIDENTIALITY AND NONDISCLOSURE

8.1 Maintain Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without COIC’s prior written consent, except that Contractor may (i) use Confidential Information to perform Contractor’s duties as an independent contractor of COIC, (ii) disclose Confidential Information on a need-to-know basis to Contractor’s Representatives who are informed by Contractor of the confidential nature of the Confidential Information and the obligations of Contractor under the Nondisclosure Provisions (as defined below), and/or (iii) communicate or disclose Confidential Information in accordance with a judicial or other governmental order, but only if Contractor promptly notifies COIC of the order and complies with any applicable protective or similar order. Contractor will cause Contractor’s Representatives to comply with the Nondisclosure Provisions. COIC makes

no representations or warranties, either express or implied, with respect to the accuracy or completeness of the Confidential Information. For purposes of this Agreement, the term “Contractor’s Representatives” means Contractor’s directors, officers, managers, members, shareholders, employees, contractors, agents, consultants, advisors, and authorized representatives; the term “Nondisclosure Provision(s)” means Sections 8.1- 8.4 of this Agreement.

8.2 Notification and Assistance. Contractor will (i) promptly notify COIC of any unauthorized use, communication, and/or disclosure of any Confidential Information and/or any Contractor breach of any Nondisclosure Provision, (ii) assist COIC in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by Contractor and/or Contractor’s Representatives without COIC’s specific prior written authorization, and (iii) exert Contractor’s best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of COIC’s request or the termination of this Agreement, Contractor will immediately return to COIC any and all documents, instruments, and/or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person.

8.3 Equitable Relief. Contractor acknowledges and agrees that the remedies available at law for any breach of the Nondisclosure Provisions by Contractor will, by their nature, be inadequate. Accordingly, COIC may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of the Nondisclosure Provisions or to specifically enforce the Nondisclosure Provisions, without proving that any monetary damages have been sustained.

8.4 Confidential Information - Defined. For purposes of this Agreement, the term “Confidential Information” means any and all information relating to COIC (in whatever form) that is received or assessed by Contractor, including, without limitation, trade secrets (as defined in ORS 646.461, as amended), business models, marketing and advertising plans, financial and technical information, computer software, customer and supplier lists, marketing plans, know-how, information concerning COIC’s operations or clients, records, ideas, designs, drawings, specifications, techniques, programs, systems, processes, information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, cost summaries, pricing formula, contract analyses, projections, confidential filings with any state or federal agency, and all other concepts, methods of doing business, ideas, materials, and information.

9. TERMINATION

9.1 Termination by Mutual Agreement or COIC’s Prior Notice. This Agreement

may be terminated at any time by the mutual written consent of COIC and Contractor. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement for any reason or no reason by giving ten (10) days' prior written notice of such termination to Contractor.

9.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (i) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with COIC or that otherwise reflects adversely on the reputation or operations of COIC; (ii) Contractor fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (iii) problems occur in connection with Contractor's performance of the Services; and/or (iv) Contractor breaches or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement.

9.3 Consequences of Termination. Upon termination of this Agreement, COIC will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), Contractor will deliver all materials and documentation, including raw or tabulated data and work in progress, to COIC. Termination of this Agreement by COIC will not constitute a waiver or termination of any rights, claims, and/or causes of action COIC may have against Contractor.

9.4 Remedies. If a party fails to perform any of its terms, covenants, conditions, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

10. MISCELLANEOUS

10.1 Severability. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein.

10.2 Notices. Unless otherwise specified in this Agreement, any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, by the applicable party to the address of the other party shown below (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

To COIC:
Central Oregon Intergovernmental Council
Attn: Andrea Breault
1250 N.E. Bear Creek Rd
Bend, Oregon 97701
Facsimile No.:541-389-7367

To Contractor:

Facsimile No.: N/A

10.3 Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by COIC and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.

10.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

10.5 Assignment and Binding Effect. Contractor will not assign any of Contractor's rights or obligations under this Agreement to any person without the prior written consent of COIC, which consent COIC may withhold in its sole discretion. Subject to the above-stated limitations on Contractor's assignment of any of Contractor's rights or obligations under this Agreement, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon.

10.7 Amendment. This Agreement may be amended only by a written agreement signed by each party.

10.8 Further Assurances. At any time upon the request of COIC, Contractor will execute all documents or instruments and will perform all lawful acts COIC considers necessary or appropriate to secure its rights hereunder and to carry out the intent of this Agreement.

10.9 Additional Provisions and Attachments. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All capitalized terms contained in such exhibits, schedules, instruments, and documents not otherwise

defined therein will have the respective meanings assigned to them in this Agreement.

10.10 Attorney Fees. In the event litigation or arbitration is instituted to enforce or determine the parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

10.11 Arbitration. In the event any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), COIC and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorneys' fees.

10.12 Person and Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.

10.13 Time is of the Essence. It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Tasks described herein and all related communications.

10.14 Signatures. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above but effective as of the Effective Date.

COIC:

Central Oregon Intergovernmental Council
an Oregon entity organized under ORS Chapter 190

CONTRACTOR:

_____ a Corporation

Signature _____

Signature

By: Tammy Baney
Its: Executive Director
Federal Tax Id. No.: 93-0620261

By: _____
Its: _____
Federal Tax Id. No.: _____

SCHEDULE 1.1
Description of Services
(Scope of Work)

Project Background and Description Statement

As described in the Cascades East Transit webpage <https://cascadeseasttransit.com/>, the Central Oregon Intergovernmental Council (COIC) operates a public transit service between cities/towns in Central Oregon called Community Connector. Central Oregon Intergovernmental Council (COIC) has been awarded funding to enhance ten existing Community Connector shuttle bus stops in the towns of Bend, Redmond, Prineville, Sisters, Madras, and Culver. The construction work includes site prep, the pouring of concrete ADA accessible pads, the pouring of bus shelter footings as required, assembly and installation of prefab shelters, and installation of passenger benches and bus stop signage. Some of these amenities (such as signs, benches, and shelters) will be supplied by COIC. Dimensions of these amenities will be provided to Contractor at the start of this contract.

Project Sites

#	Bus Stop Location	Closest Physical Address	City	State	Zip Code
1	Hwy 97 @ Robal	63455 N Hwy 97	Bend	OR	97701
2	St. Vincent De Paul Thrift Store	651 SW Veterans Way	Redmond	OR	97756
3	Salmon Drive SE/SE Airport Way	2324 SW College Loop	Redmond	OR	97756
4	3rd/NW Harwood Avenue	695 NW 3rd Street	Prineville	OR	97754
5	St. Charles Family Care	630 N Arrowleaf Trail	Sisters	OR	97759
6	Sisters Library	110 N Cedar Street	Sisters	OR	97759
7	Safeway Grocery Store	107 NE Cedar Street	Madras	OR	97741
8	Dollar Tree	1460 US-97	Madras	OR	97741
9	Bi-Mart	1585 US - 97	Madras	OR	97741
10	E Street (Between 1st/2nd)	501 First Street	Culver	OR	97734

Project Objective

Prepare topographical base maps, site plans, construction drawings and bid documents.

Tasks and Deliverables

Task 1: Topographical Survey and 30% Design (\$_____)

Topographical survey and 30 percent design based on the conceptual design provided by COIC showing project requirements and a general layout of facilities required.

Topographic surveys will include all features, both man-made and natural, within the

project area that impacts the design and construction. The surveys will include all field data required for preparing an accurate civil base plan for the project with contours (1-foot and 5-foot minor and major, respectively); all existing utilities, including, but not limited to, overhead wires with poles and anchors with ground clearances; surrounding culture such as business signs, retaining walls, landscaping and trees (including tree species), driveways, mailboxes, fences, and irrigation infrastructure; existing roadway features including pavement lanes, bike lanes, sidewalks and street signs.

Contractor will call the Utility Locate Center and request a field locate to locate utilities. After utility locates are complete, all utilities (underground and overhead) will then be field surveyed, verified with the utility and shown on the plan. If necessary, the locations will be identified as approximate and noted as shown for information purposes only.

Survey work also includes the location and/or establishment of sufficient control points which can be accurately located in the field. The control points established will be permanent in nature. Survey maps may assume a local datum.

Thirty percent design will include a horizontal representation of proposed facilities drawn to scale. Conflicts and proposed design solutions to said conflicts will be identified. The limits of proposed improvements will be clearly identified.

Task 1 Deliverables:

- Two (2) Bond Copies of Topographical Survey and 30 percent design. Copies will be 11-inch x 17-inch plan sheets.
- Electronic copy of the topographic survey and plan set in PDF format.
- Draft Bid Schedule in MS Excel format.
- Draft Bid Special Specifications and Special Provisions in MS Word format
- Engineer's estimate of probable project costs in MS Excel format.

Task 2: 95% Complete Design Submittal (\$_____)

Ninety-five percent complete design submittal. Contractor will review and respond to any comments provided as a result of the 30% review. Contractor will participate in design review meeting to discuss response to 30% comments and incorporation of changes. Ninety-five percent drawings will incorporate comments and changes as a result of 30% design review meeting. This submittal of 95% drawings are to be essentially complete, and suitable for local plan review processes. The technical documents will include a unit price bid format breakdown and division of specifications. The technical documents shall also include a one page summary of permits either the owner or construction contractor should anticipate needing to acquire to complete the

construction.

Task 2 Deliverables:

- Two (2) Bond copies of 95% design, copies will be 11-inch x 17-inch plan sheets.
- Electronic copy of the 95% design set in PDF format.
- Complete final draft of bid schedule in MS Excel format.
- Complete final draft of special specifications and special provisions in MS Word format.
- Engineer's estimate of probable project costs in MS Excel format.

Task 3: Final Design Submittal (\$_____)

Final design submittal. Contractor will review and respond to staff comment provided as a result of the 95% review. Final drawings and bid package will incorporate comments and changes as a result of 95% comments and final review meeting with Project Engineer. The Engineer of record will place their professional seal upon the technical sections (bid schedule, special specifications, and special provisions) of the final bid document prepared by COIC.

Task 3 Deliverables:

- Final design submittals will include 5 set of 22" x 34" drawings (Stamped Signed by Oregon PE) Electronic copies of final design drawings (sealed by PE) in PDF format
- Final Schedule of Bid Items in MS Excel format
- Final set of special specifications and special provisions in MS Word Format
- Final Engineers estimate of probable costs in MS Excel format

SCHEDULE 1.3
Schedule of Services
(as described in Schedule 1.1)

Task #1 Completion Date: _____

Task #2 Completion Date: _____

Task #3 Completion Date: _____

SCHEDULE 2.1
Compensation Schedule

COIC will pay Contractor in accordance with the following compensation schedule:

1. Compensation

A. Invoice for Completion of Defined Tasks

Contractor's performance of the Services will be billed by Contractor at Contractor's defined lump sum for each defined task defined in Schedule 1.1 that is completed to the satisfaction of the COIC project manager. Each invoice shall contain the following information: (i) a summary of the tasks defined in Schedule 1.1 completed by Contractor; (ii) any associated deliverable(s) required by the scope of work, (iii) any other information reasonably requested by COIC. COIC will pay the amount due under each Invoice within thirty (30) days after COIC has reviewed and approved the applicable Invoice. No compensation will be paid by COIC for any portion of the Services not completed. COIC's payment will be accepted by Contractor as full compensation for performing the Services to which the applicable invoice relates.

Exhibit A
FEDERAL REGULATIONS

ALL OR PART OF THIS CONTRACT IS FEDERALLY FUNDED. CONTRACTOR shall comply with the following applicable federal regulations in addition to all other specifications, terms and conditions of this Contract. As used in these regulations,

6. ENERGY CONSERVATION

42 U.S.C. 6321 et seq.

49 C.F.R. part 622, subpart C

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

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.

11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the

Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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

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

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

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

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

12. FEDERAL CHANGES

49 CFR Part 18

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

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a

party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

21. TERMINATION

**49 U.S.C. Part 18
FTA Circular 4220.1F**

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

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

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

c. Opportunity to Cure (General Provision) COIC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to COIC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days] after receipt by Contractor of written notice from COIC setting forth the nature of said breach or default, COIC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude COIC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that COIC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by COIC shall not limit COIC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) COIC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, COIC may terminate this contract for default. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in 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 the Recipient.

g. Termination for Default [RESERVED]

- h. **Termination for Default [RESERVED].**
- i. **Termination for Convenience or Default [RESERVED].**
- j. **Termination for Convenience or Default [RESERVED]**

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION **(NONPROCUREMENT)**

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 by COIC. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COIC, 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 49 CFR 29, Subpart C 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.

23. PRIVACY ACT **5 U.S.C. 552**

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(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.

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - 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. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.5 %. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COIC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

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

31. PROMPT PAYMENT

The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

32. ADA ACCESS

**42 U.S.C. § 12101 et seq.,
29 U.S.C. § 794,**

49 U.S.C. § 5301(d)

American with Disabilities Act (ADA) Access - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights 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 that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

EXHIBIT B

Contractor Insurance Requirements

GENERAL.

Contractor shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Contractor shall not start work described herein until the insurance is in full force.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include the Central Oregon Intergovernmental Council, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the Contractor's completion and COIC's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. Contractor or its insurer must provide 30 days' written notice to COIC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Contractor shall provide COIC a certificate(s) of insurance for all required insurance before the Contractor performs under the Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.