



OTP SUM: OTP Integration of Transit with
Shared-Use Mobility Real-Time and Data Enhancements

Mobility on Demand Sandbox Program
Quarterly Report Q1 2018
01/01/18 - 03/31/18

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Project Summary

A project dashboard is available at www.trimet.org/mod. It provides more comprehensive information about the project and up-to-date status reports.

Challenges Addressed by Project

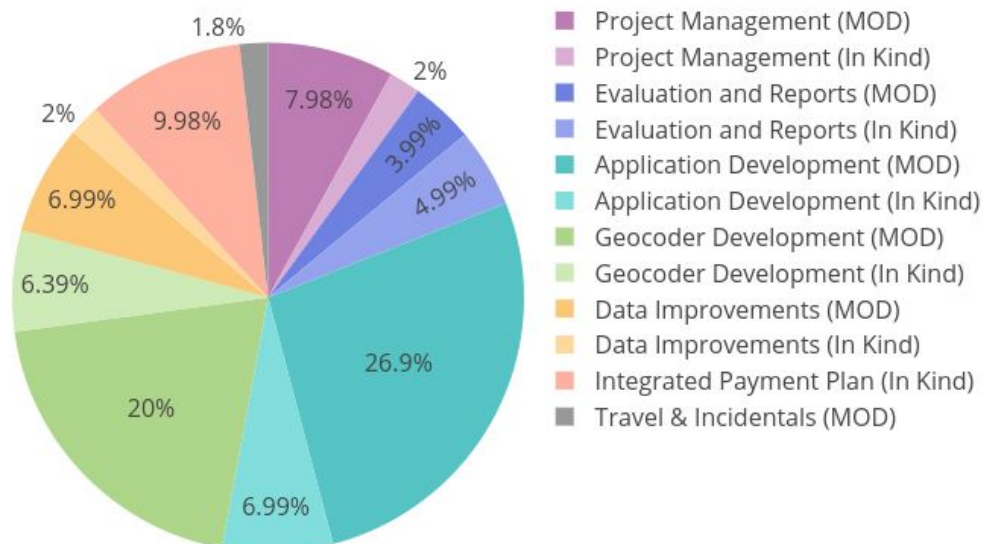
- OpenTripPlanner (OTP) does not currently incorporate shared-use modes.
- Address location for trip origins and destinations are a main requirement for trip planning, however, existing options are inadequate or cost prohibitive for government.
- Accessible trips are a challenge due to the lack of data available on the accessibility of pedestrian infrastructure and the absence of these features in a trip planner.

Anticipated Outcomes, Benefits, Impacts

- Extend the OpenTripPlanner code base to support the integration of transit trip planning with shared-use mobility modes, such as bike share and transportation network companies (TNCs), as well as updated real-time transit information.
- Implement a fully functional and comprehensive open geocoder built off the existing Mapzen Pelias geocoder. A non-proprietary and non-restrictive option for address locating would substantially lower the barrier to entry for many transit systems to offer trip planning and can achieve significant cost savings for transit agencies, government agencies, and the public.
- TriMet, in collaboration with the OpenStreetMap community, established best practices for representing accessibility information and will build out this accessibility information in the OSM network and provide a model for replicating this work in other regions.

Grant Budget Allocations

TriMet's funding allocation from the FTA of \$678,000 is matched with 32% of in-kind contributions, totaling over \$1 million.



Project Scope and Budget Status

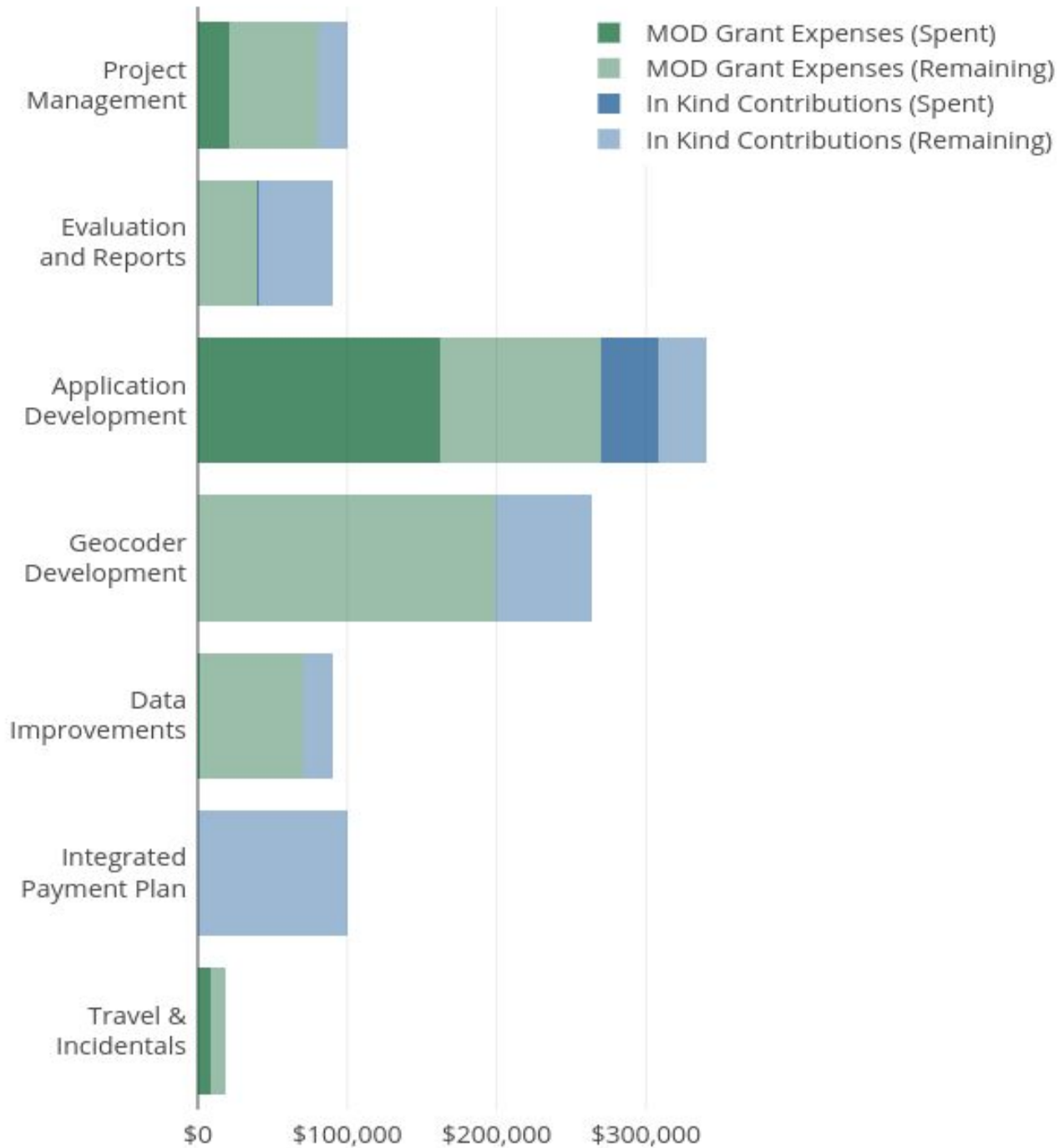
The MOD Sandbox project is divided into six main tasks: Project Management, Evaluations & Reports, Application Development, Geocoder Development, Data Improvements and an Integrated Payment Plan. The project is on schedule and in budget. Progress is as follows:



The above gantt chart illustrates the tasks and status of deliverables in Quarter 1 2018.

Of the \$678,000 that TriMet received, \$193,113 (28.5% of allocated grant funds) has been spent thus far. The cleared expenditures through Q4 2017 are as follows:

- \$21,669 (27% of allocated grant funds) spent toward Project Management;
- \$162,000 (60% of allocated grant funds) spent toward Application Development;
- \$0 spent toward Geocoder Development;
- \$796 (1% of allocated grant funds) spent toward Data Improvements;
- \$8,648 (48% of allocated grant funds) spent toward Travel & Incidentals.



The above bar chart shows the current amount spent for each of the tasks in Quarter 1 2018.

Task 1: Project Management

TriMet's OTP Integration of Transit with Shared-Use Mobility Real-Time and Data Enhancements have been underway since January. All milestones and deliverables have been met and we are on schedule.

Quarterly Deliverables

Deliverables for this quarter are in the form of ongoing tasks that include scheduled weekly meetings and administrative tasks.

Quarterly Progress

Task progress includes:

- weekly scheduled meetings (slack or webinars) to ensure continued communications;
- use of Trello for project management;
- a dedicated and open TriMet MOD Project Google drive for project management;
- use of InVision for application interface development and review;
- continued update of the online project dashboard available to the public at TriMet.org/MOD to ensure transparency;
- and RealTime Board for live, remote whiteboarding sessions.

Task 2: Evaluations and Reports

The FTA requires the following project evaluations and reports: Evaluation Plan and Report, Equity and Accessibility Plan, Knowledge Transfer, Field Demonstration, Final Project Report.

Quarterly Deliverables

There were no scheduled deliverables for this task during this quarter.

Quarterly Progress

Inquiries into local firms have been made to perform usability studies.

Task 3: Application Development Status

A live demo of the application is now available at <https://trimet-mod-dev.conveyal.com/>

Quarterly Deliverables

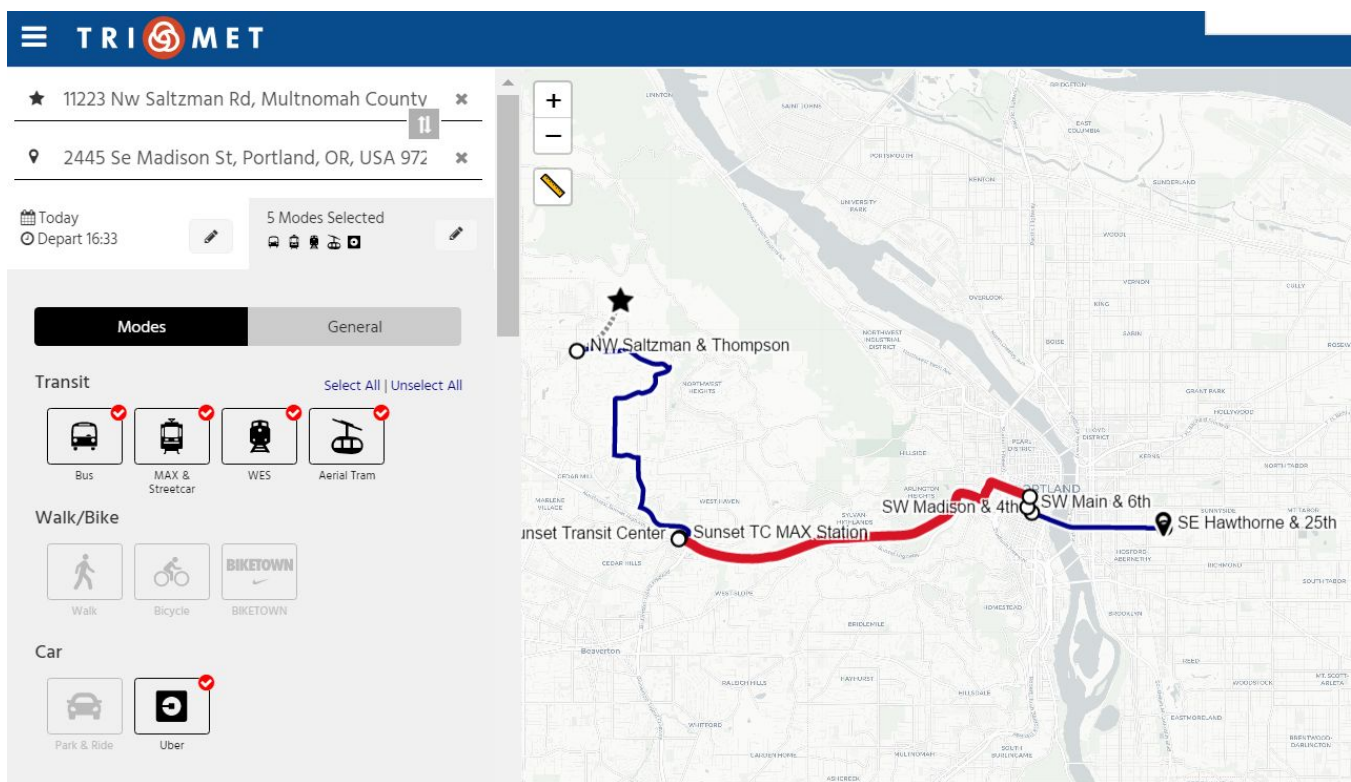
Milestone 5: Shared-use Mobility, Extended UI Functionality

- **UI/UX Design:** Refinement of designs of Milestone 5 tasks
- **Shared-use Mobility (SUM) Back-end Support:** Back-end enhancements to support import and processing of SUM data and routing using SUM trip segments

- **SUM Narrative Display:** Addition of shared-use mobility vehicle as selectable mode and display of information specific to SUM segments (e.g. wait time for vehicle, trip cost) where available
- **Extended Narrative Display:** Display of health and environmental impacts
- **Elevation profile:** Graphical display of topography for walking and bicycling segments
- **Print/Share Tools:** Ability to view results in printer-friendly format and ability to share results via hyperlink / email / social media
- **Distance Measurement:** Interactive tool for measuring distance on map

Quarterly Progress

In addition to the completed milestone, the user interface design continues to be refined in InVision and the live demo.



Screen capture of demo version of application.

Task 4: Geocoder Development

Pelias is a non-proprietary and non-restrictive option for address locating that is an important requirement for trip planning. This task includes the implementation of a reference framework for government agencies to auto-feed their authoritative address data into a publicly accessible geocoding service.

Quarterly Deliverables

A. Interactive Data Management Tools

A resilient, intuitive, and simple user experience for adding and maintaining data sources to OpenAddresses. The final interface based on the findings of the user research study serves the following user needs:

- Allow users to add, maintain, and remove data sources with minimal to no assistance.
- Allow users to investigate revision history for each data source.
- Allow users to identify maintainers of existing data sources from local municipalities.
- Allow users to view data from each data source in various forms, such as a map or table.

GitHub issue tracker: github.com/openaddresses/submit-service/issues

C. Testing and Validation Framework

Functional testing framework that allows developers to validate that API results are being returned as expected; the framework should also be capable of asserting that results are formatted appropriately. Developers shall be able to specify search queries that they deem representative of expected quality for a functioning geocoding service and view a report of the pass/fail rates.

GitHub Issue: [OpenTransitTools/trimet-mod-pelias/issues/13](https://github.com/OpenTransitTools/trimet-mod-pelias/issues/13)

Quarterly Progress

Following the closure of Mapzen on February 1, 2018, the Pelias team, from the former Mapzen/Samsung section, founded a new company, Cleared for Takeoff. A new contract and scope of services (**Appendix A - Cleared for Takeoff Contract**) was signed in March, 2018, Cleared for Takeoff has established a new code repository and management system now referred to as geocode.earth

Task 5: Data Improvements

Improve OpenAddresses and OpenStreetMap (OSM) in support of comprehensive trip planning and geocoding (address matching).

Quarterly Deliverables

There were no scheduled deliverables for this task during this quarter.

Quarterly Progress

Updates to OSM continue as planned.

Task 6: Integrated Payment Plan

As a partner on this project, moovel will facilitate compatibility with their planned booking and payment features so customers can plan and pay for their trips in one app.

Quarterly Deliverables

There were no scheduled deliverables for this task during this quarter.

Quarterly Progress

TriMet is currently working with moovel to host the second MOD Grant Workshop is April 18-19, 2018 at the moovel headquarters in downtown Portland.

Quarter 1 Meetings and Events

February 15, 2018 USDOT & ITS America [Webinar on Standards and Specifications for MOD](#)

March 12-14, 2018 [Shared Use Mobility Summit](#), On-Demand Services in Trip-Planning Apps

TriMet conducts weekly project meetings on the following rotating Slack channels every Thursday at 10am PST.

- Geocoder Meetings (<https://trimet-mod-sandbox.slack.com/messages/geocoding/>)
- Application Development Meetings (<https://trimet-mod-sandbox.slack.com/messages/general/>)

Quarter 2 Upcoming Events

April 5-6, 2018 [TechFestNW](#) , The New Mobility Framework

April 9-11, 2018 [Fare Collection/Revenue Management & TransITech Conferences](#), MOD Update

April 18-19, 2018 TriMet MOD Grant Workshop II, moovel PDX

Appendices

Appendix A - Cleared for Takeoff Contract



**TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON**

**GOODS AND SERVICES CONTRACT
FOR
OPEN TRIPPLANNER PROJECT GEOCODER DEVELOPMENT**

This contract ("Contract") is by and between Tri-County Metropolitan Transportation District of Oregon ("TriMet") and Cleared for Takeoff, Inc. ("Contractor").

1. Term

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall become effective on the date of the signature last entered below and shall be in effect until January 20, 2019.

2. Federal Requirements

This Contract is funded in part under Federal Award Identification Number ("FAIN") OR-2017-005-00, the Mobility on Demand ("MOD") Sandbox Demonstration Program 2016 grant ("Grant") provided by the U.S. Department of Transportation, Federal Transit Administration ("FTA"). This Contract is subject to all provisions prescribed by the Grant, including, but not limited to, the provisions in Exhibit A – Federal Requirements, which is attached hereto and made part of this Contract.

3. Scope of Services

3.1 General Overview. As described in the Grant and directed by TriMet's Project Manager, the Contractor shall provide the following geocoder development services for the OpenTripPlanner ("OTP" or "Solution" or "Services"):

- Implement improvements, new features, and bug fixes in the Pelias geocoder according to the priorities laid out by TriMet in the [trimet-mod-pelias](#) Github repository.
- Continue and finalize implementation of the OpenAddresses Submit service started in the previous contract with Samsung Research America (SRA).
- Provide documentation to explain the general use and operation of Solution.
- Assist with TriMet's efforts of validating whether the Solution may be developed in a similar manner across other agencies, including those not directly involved in the MOD project.

All of the Contractor's work shall be open-source and based entirely on open data; provided that the API is proprietary to Contractor and is licensed to TriMet as provided in this contract.

3.2 Deliverables and Timeframe. Subject to the terms of this Contract, Contractor shall use reasonable commercial efforts to provide the deliverables identified in subsections A through J

below (the “Deliverables”) according to the descriptions (the “Specifications”) and the timeline (the “Schedule”) set forth below.

A. Interactive Data Management Tools (Submit Service)

The Contractor shall implement (as started in the contract with Samsung Research America) a resilient, intuitive, and simple user experience for adding and maintaining data sources to OpenAddresses. The final interface shall be based on the findings of the user research study and shall serve the following user needs:

- Allow users to add, maintain, and remove data sources with minimal to no assistance.
- Allow users to investigate revision history for each data source.
- Allow users to identify maintainers of existing data sources from local municipalities.
- Allow users to view data from each data source in various forms, such as a map or table.

Further details can be found on the Submit Service GitHub issue tracker: github.com/openaddresses/submit-service/issues

B. Alias Table Functionality

The Contractor shall implement support within the Pelias geocoder for records to be searched for and returned using multiple names (also known as alternate names or aliases).

GitHub Issue: [OpenTransitTools/trimet-mod-pelias/issues/3](https://github.com/OpenTransitTools/trimet-mod-pelias/issues/3)

C. Testing and Validation Framework

The Contractor shall contribute a functional testing framework that will allow developers to validate that API results are being returned as expected; the framework should also be capable of asserting that results are formatted appropriately. Developers shall be able to specify search queries that they deem representative of expected quality for a functioning geocoding service and view a report of the pass/fail rates.

GitHub Issue: [OpenTransitTools/trimet-mod-pelias/issues/13](https://github.com/OpenTransitTools/trimet-mod-pelias/issues/13)

D. Query and Sorting Improvements

The Contractor shall implement improvements to the Pelias geocoder to improve the configurability and quality of search results in the following areas:

- Allow sources (referring to data sources included within the Pelias installation) and layers (referring to types of records included within the Pelias installation)

to be configured, or detected automatically if possible.
GitHub Issues:

[OpenTransitTools/trimet-mod-pelias/issues/9](https://github.com/OpenTransitTools/trimet-mod-pelias/issues/9)

[OpenTransitTools/trimet-mod-pelias/issues/10](https://github.com/OpenTransitTools/trimet-mod-pelias/issues/10)

- Allow the sorting of search results to be influenced for specified sources or layers.

GitHub issue: [OpenTransitTools/trimet-mod-pelias/issues/7](https://github.com/OpenTransitTools/trimet-mod-pelias/issues/7)

- Allow search queries to return unique results based on unit numbers (for example, for apartments).

GitHub issue: [pelias/pelias/issues/618](https://github.com/pelias/pelias/issues/618)

- Ensure sorting rules related to focus point distance and confidence score are more consistent and accurate. Inconsistencies in how different geocoder modes of operation (e.g. search and autocomplete) sort results will be resolved where possible.

GitHub Issue: [OpenTransitTools/trimet-mod-pelias/issues/6](https://github.com/OpenTransitTools/trimet-mod-pelias/issues/6)

E. Pelias Data Importer Improvements

The Contractor shall implement improvements in the Pelias data importers as follows:

- Allow OpenAddresses records to contain city information derived from postal codes, rather than geometry lookup, where sufficient data is available.

GitHub Issue: [pelias/pelias/issues/396](https://github.com/pelias/pelias/issues/396)

- Allow for overriding specific data items within an OpenAddresses data source. This functionality will allow for correcting erroneous or inconsistent data that cannot be quickly or easily corrected in the original data source.

GitHub Issue: [OpenTransitTools/trimet-mod-pelias/issues/8](https://github.com/OpenTransitTools/trimet-mod-pelias/issues/8)

- Fix issues with capitalization and formatting of common directional abbreviations such as NE, SW, SE.

GitHub Issue: [OpenTransitTools/trimet-mod-pelias/issues/8](https://github.com/OpenTransitTools/trimet-mod-pelias/issues/8)

- Allow continued functionality of the region specific Who's on First based admin area dataset downloads as part of the [pelias/dockerfiles](https://github.com/pelias/dockerfiles) local installation project. The local installation project will continue to receive regular updates and support going forward.

GitHub issue: [OpenTransitTools/trimet-mod-pelias/issues/11](https://github.com/OpenTransitTools/trimet-mod-pelias/issues/11)

- Allow Pelias to properly return address results where the house number begins with a zero.

GitHub Issue: <https://github.com/pelias/pelias/issues/524>

F. Adopt TriMet Transit Data Loader

The Contractor shall take ownership of the transit loader tools developed by TriMet. The tool will become part of the Pelias open source geocoder project.

GitHub issue: [OpenTransitTools/trimet-mod-pelias/issues/2](https://github.com/OpenTransitTools/trimet-mod-pelias/issues/2)

G. Documentation Improvements

The Contractor shall make general improvements to the Pelias open source geocoder documentation.

H. Tools and Processes for Production Data Management

The Contractor shall provide tools to assist in the management and updating of data in a production Pelias installation (where downtime to modify loaded data is not acceptable). These tools will be designed for use by the wider community where possible; considerations will also be made to ensure they function within TriMet's current production systems with minimum additional work by TriMet. GitHub issue: [OpenTransitTools/trimet-mod-pelias/issues/12](https://github.com/OpenTransitTools/trimet-mod-pelias/issues/12)

I. Reserved Time for Testing and Bug Fixes

The Contractor shall reserve time for fixing minor issues and bugs that are discovered during the process of development of other deliverables. Contractor and TriMet will determine together how to allocate this time over the course of the project.

The above described services shall be performed according to the following 2018 timeline:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
A												
B												
C												
D												
E												
F												
G												
H												
I												

- A. Interactive Data Management Tools (OA Submit Service)
- B. Alias Table Functionality
- C. Testing and Validation Tools
- D. Query and Sorting Improvements
- E. Pelias Data Importer Improvements
- F. Adopt TriMet Transit Data Loader
- G. Documentation Improvements
- H. Tools and Processes for Production Data Management
- I. Reserved Time for Testing and Bug fixes

3.3 Development and License.

A. Development Effort.

Contractor shall use reasonable commercial efforts to develop and deliver the Deliverables in accordance with the Schedule and Specifications; provided, however, that the due date for any Deliverable, performance of which was delayed on account of failure of TriMet to complete any of its prerequisite obligations in timely fashion, shall be extended by one day for each day of TriMet's lateness. Each Deliverable shall be delivered in such format and on such media as may be reasonably requested by TriMet.

B. Acceptance. Upon delivery of the Deliverables to TriMet, TriMet will test whether the Deliverables conform to the applicable Specifications. TriMet will accept or reject each Deliverable within five (5) days after delivery and will give Contractor written notice of acceptance or rejection thereof. In the event that a Deliverable does not conform to the specific requirements set forth below (such nonconformance will be referred to as "Deficiencies"), TriMet shall reject the Deliverable and provide written notice to Contractor describing the Deficiencies in sufficient detail to allow Contractor to correct the Deficiencies. If TriMet does not reject the Deliverable within the applicable five (5) day period, the Deliverable will be deemed accepted. Within ten (10) days of receiving each report regarding Deficiencies, Contractor will exert diligent efforts to correct the Deficiencies so that the Deliverable conforms to the applicable part of the Specifications. The procedure in this paragraph will be repeated with respect to a revised Deliverable to determine whether it is acceptable to TriMet, unless and until TriMet issues a final rejection of the revised Deliverable after rejecting the Deliverable on at least two (2) prior occasions. If TriMet issues a final rejection of the revised Deliverable pursuant to this paragraph, then TriMet may terminate this Contract upon written notice, in which case as TriMet's sole remedy and Contractor's sole liability, Contractor shall refund any prepaid amounts corresponding to services not performed prior to such termination.

C. Changes. If TriMet proposes a change to the Specifications, Contractor agrees to attempt in good faith to make such changes. In the event any such change materially increases Contractor's development costs hereunder or requires a modification to the Schedule, TriMet and Contractor shall negotiate in good faith for adjustment to the development charges payable by TriMet to Contractor and to the schedule for development.

D. Project Managers. Each party agrees to appoint a principal point of contact (each a "Project Manager") to whom all communications between the parties with respect to development effort contemplated herein shall be directed. The initial Project Managers are as follows:

Contractor
Contact Name: Julian Simoni
Email Address: julian@clearedfortakeoff.co

TriMet
Contact Name: Bibiana McHugh
Email Address: mchughb@trimet.org

E. TriMet's Responsibilities.

TriMet shall ensure that its use of the Deliverables complies with all applicable laws and regulations, and shall bear all costs associated with its use of the Deliverables. TriMet shall obtain, with Contractor cooperation but at TriMet's sole expense, such third-party licenses and approvals as are necessary or desirable for use by Contractor in performing the services and by TriMet in using the Deliverables. TriMet acknowledges that Contractor ability to perform its obligations as set forth in this Agreement will often depend upon Contractor receiving timely, accurate and complete data, information, feedback, assistance, specifications and payments from TriMet. Contractor shall not be liable for any delay or failure to perform its obligations hereunder resulting from TriMet's failure to timely supply Contractor with the same. TriMet shall promptly notify Contractor of anticipated delays in the delivery of items which are TriMet's responsibility and shall provide prompt assistance in resolving any such delays or any defects in such items reported by Contractor.

F. TriMet's Acknowledgements.

If the Solution utilizes data and materials of third parties, such as OpenStreetMap data or open source software ("Third Party Data"), TriMet acknowledges and agrees that Third Party Data is not part of the Deliverables and TriMet's use of Third Party Data is governed by terms and conditions of those Third Party Data providers. Use of Third Party Data may require that TriMet provide attribution to third parties (collectively, "Attribution Requirements"). TriMet is solely responsible for complying with Attribution Requirements and any terms and conditions of Third Party Data providers. TriMet is solely responsible for support and maintenance of the Solution, any complaints about the Solution, and any loss, liability, damages, fines, penalties, costs and expenses that TriMet, a User or and end user may suffer arising out of the use or distribution of the Solution. If the Solution provides real-time navigation (including, but not limited to, turn-by-turn route guidance and other routing that is enabled through the use of a sensor), TriMet must have an end-user license agreement that includes the following notice: "YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE." Before allowing public end users to use the Solution, TriMet shall provide public end users with a privacy policy in compliance with all applicable laws that describes how TriMet collects, uses and disclose data gathered from them.

4. Compensation and Invoicing

The Contractor shall invoice TriMet at a rate of \$150 per hour for the following services (A-I), which are as described in Section 3:

Task	Weeks (40 hours)	Cost
A. Interactive Data Management Tools	4	\$24,000

B. Alias Table Functionality	9	\$54,000
C. Testing and Validation Tools	2	\$12,000
D. Query and Sorting Improvements	3	\$18,000
E. Pelias Data Importer Improvements	6	\$36,000
F. Adopt TriMet Transit Data Loader	1	\$6000
G. Documentation Improvements	1	\$6000
H. Tools and Processes for Production Data Management	2	\$12,000
I. Reserved Time for Testing and Bug fixes	1.5	\$10,000
Total	33	\$180,000

TriMet shall pay the Contractor an amount of \$180,000 for the services described herein in monthly progress payments based on the percentage completed of each task. The fees for any additional services which are not provided for herein and are requested of Contractor by TriMet shall be mutually agreed upon by both parties.

TriMet shall pay the Contractor within thirty days of the receipt of a properly completed and submitted invoice. Notwithstanding any other additional requirements of this Contract, invoices shall contain the Contract number, the date(s) services were furnished, and a detailed description of the services. All invoices shall be submitted to TriMet's Project Manager by email at:

mchughb@trimet.org

with a copy to: steelem@trimet.org

Failure to strictly comply with this provision may result in a delay in payment.

TriMet no longer processes payments in the form of a check. In order to enter into this Contract, the Contractor must accept payment via Automatic Clearing House ("ACH"). TriMet will not execute this Contract unless the Contractor provides the information requested on the sample Vendor/Payment Setup Form attached as Exhibit B.

Unless otherwise stated herein, all applicable federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees and surcharges, whether charged to or against Contractor, except any taxes assessed upon Contractor's net income, will be payable by TriMet. TriMet will not withhold any taxes from any amounts due to Contractor unless Contractor determines in its reasonable discretion that such withholding is required by any governmental authority.

5. Type of Contract and Compensation

This is a definite quantity/definite delivery (firm/fixed price) contract for the services as specified in Paragraph 3, Scope of Services. TriMet shall purchase services specified in this Contract and the Contractor shall deliver them in accordance with the terms and conditions stipulated in this

Contract. TriMet agrees to pay the Contractor based upon work actually performed.

6. Insurance (8/16)

During the term of this Contract, the Contractor shall purchase and maintain any insurance required by this Contract. The Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to TriMet within ten days after execution of this Contract, and prior to commencement of any Contract work.

The Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify TriMet for any liability or damages that TriMet may incur due to the Contractor's failure to purchase or maintain any required insurance.

The Contractor shall maintain insurance of the types and in the amounts described below.

(1) Commercial General Liability Insurance

Commercial General Liability insurance, with coverage limits not less than:

- (a) \$2,000,000.00 per occurrence, bodily injury and property damage; and
- (b) \$2,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office ("ISO") standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground ("XCU").

The General Liability policy shall be endorsed with CG 2010 1185 or CG 2010 1001 and CG 2037 1001 or equivalent, naming TriMet and its directors, officers, representatives, agents, and employees as additional insured.

If the Contractor is working within 50' of heavy railroad, the commercial general liability policy exclusion must be deleted.

(2) Business Auto Liability Insurance

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$2,000,000.00 per person; \$2,000,000.00 per accident; and
- (b) Property damage: \$2,000,000.00 per accident.

The Automobile policy shall be endorsed with CA 20 48 02 99 or equivalent, naming TriMet and its directors, officers, representatives, agents, and employees as additional insured.

If the Contractor's work is within 50' of a heavy railroad, the auto policy shall be endorsed with CA 20 70 10 01 or equivalent and this endorsement must be attached to the insurance certificate.

(3) **Worker's Compensation Insurance**

Oregon statutory workers' compensation and employer's liability coverage, including all states protection, if applicable, voluntary compensation and Federal endorsement. Contractor shall include U.S. Longshore and Harbor Workers Compensation Act and Maritime coverage ("Jones Act"). Employer's liability coverage shall have the following minimum limits:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident
- (b) Bodily Injury by Disease \$1,000,000.00 each employee
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

Failure of TriMet to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of TriMet to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

The insurance required under this Section shall:

- (1) Include (as evidenced by endorsement) TriMet and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the Contract (excluding Professional Liability and Worker's Compensation policies);
- (2) Require the Contractor to give TriMet not less than thirty days written notice prior to termination, cancellation, or non-renewal of coverage;
- (3) Insurance policies shall be purchased only from insurance companies that meet TriMet's A.M. Best Rating criteria of "A-" or better, excluding the State Accident Insurance Fund Corporation ("SAIF"), and are authorized to do insurance business in Oregon;
- (4) The Contractor shall cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract.

The insurance limits required in this Agreement may be obtained through any combination of primary and excess liability insurance. Any excess liability policies shall provide umbrella coverage to cover in the same manner as the Employer's Liability Policy, Commercial General Liability Policy, Business Automobile Liability Policy and shall not contain any additional exclusions or limitations of such policies.

The Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

7. Indemnification (8/16)

- A. To the fullest extent permitted by law, the Contractor agrees to fully defend TriMet, its directors, officers, and employees from and against all third-party claims, suits, and demands, and indemnify and hold such parties harmless from and against

damages awarded or paid in settlement of such claims (collectively, "Claims"), where such Claims arise out of Contractor's material breach of this Contract or from the negligence in whole or in part of Contractor, its agents, contractors, sub-contractors, or employees in the performance or nonperformance of Contractor's obligations under this Contract, provided, however, that the indemnification obligations of Contractor under this Section 7(A) shall not apply to any Claims resulting from TriMet's or any of its end users' breach of or activities under this Contract or the Solution, or TriMet's acts or omissions in connection with the provision of the Solution to end users.

The obligations of Contractor under this Section 7 will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract.

- B. The indemnities set forth in this Section 7 shall survive the termination of this Contract or final payment hereunder. These indemnities are in addition to any other rights or remedies which TriMet and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, TriMet may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Contract for the purpose of resolving such claims; provided, however, that TriMet may release such funds if the Contractor provides TriMet with adequate assurance of the protection of TriMet's interests. TriMet shall be the sole judge of whether such assurances are adequate.

8. Termination for Convenience (08/16)

Either party may terminate this Contract, in whole or in part, at any time by written notice to the other party when it is in the terminating party's best interest. If TriMet terminates the Contract, the Contractor shall be paid its costs, including close-out costs, and profit on work performed up to the time of termination. TriMet will not be responsible for payment for any work performed after the time of termination. After termination, the Contractor shall promptly submit to TriMet its termination claim for payment. If either party has any property in its possession belonging to the other party at the time of termination, such property shall be returned to the party which owns the property in the manner that such party directs.

9. Termination for Default (08/16)

- A. Either party may, by written notice of default to the other party, terminate this contract in whole or in part if the other party fails to (i) properly perform its obligations under this Contract for fails to perform the services within the time specified in this Contract or any extension; (ii) Make progress, so as to endanger performance of this Contract; or (iii) Perform any of the other provisions of this Contract.
- B. A party's right to terminate this Contract under subdivision (A) of this clause may only be exercised if the other party does not cure such failure within 15 calendar days (or more if authorized in writing by the non-breaching party, with any TriMet authorization to be provided by TriMet's Contract Administrator) after receipt of the notice from the non-breaching party specifying the failure.

- C. The Contractor shall be paid the Contract price only for completed services delivered and accepted. If it is later determined by TriMet that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, the Contractor, TriMet shall either allow the Contractor to continue work or treat the termination as a termination for convenience. No failure, delay or default in performance of any obligation of a party shall constitute an event of default or breach of this Contract to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor dispute, flood, terrorist act, war, or riot, theft earthquake and other natural disaster.
- D. In the event that any amounts owed to Contractor under this Contract are more than thirty (30) days past due (an "Overdue Amount"), Contractor shall send notice to TriMet of such Overdue Amount. TriMet shall have fifteen (15) days from its receipt of such notice of Overdue Payment during which to pay such Overdue Amount to Contractor in accordance with the provisions of this Contract. If, following the expiration of such fifteen (15) day period, such Overdue Amount has not been paid by TriMet, Contractor may terminate this Agreement upon ten (10) days' written notice to TriMet; provided, however, that the foregoing shall not apply to the non-payment of any Overdue Amount (or portion thereof) disputed by TriMet in good faith, to the extent that TriMet has provided Contractor with notice which includes a reasonable description of the particular amounts in dispute and an explanation of the reasons why TriMet disputes such amounts.
- E. The rights and remedies of TriMet in this Section are in addition to any other rights and remedies provided by law or under this Contract.

10. Applicable Law and Jurisdiction (08/16)

This Contract shall be governed by Oregon law, without resort to any jurisdiction's conflicts of law principles, rules or doctrines. Any suit or action arising from this Contract shall be commenced and prosecuted in the courts of Multnomah County, Oregon or the U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

11. Waiver and Nonwaiver (08/16)

- A. A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. TriMet's acceptance of goods or services, or payment under this Contract, shall not preclude TriMet from recovering against the Contractor or the Contractor's surety for damages due to the Contractor's failure to comply with this Contract.
- B. Both parties having had the opportunity to consult an attorney regarding the provisions of this Contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

12. Mediation (08/16)

Should any dispute arise between the parties concerning this Contract that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

13. Severability/Survivability (08/16)

If any of the provisions contained in this Contract are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this Contract so that the purposes of this Contract are effective. All provisions concerning indemnity survive the termination or expiration of this Contract for any cause.

14. Intellectual Property (08/16)

Contractor shall hold harmless, defend and indemnify TriMet, its directors, officers, employees and agents from any loss of any kind, based on a third-party claim that the work performed, or products provided hereunder, including material(s) or any part thereof, but excluding any Open Source Materials (as defined in Section 15 below) that are part of or used in or with the Solution, constitutes infringement of any patent, trademark, trade-name, copyright, trade secret, or other intellectual property infringement, including but not limited to claims arising out of the manufacture, sale or use of such work, products or materials, provided, however, that Contractor will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by: (i) use of the Services by TriMet or its end users not in accordance with this Contract; or (ii) the modification of the Services or combination, operation or use of the Services with other applications, portions of applications, products or services by anyone other than Contractor where the Services would not by itself be infringing. Such indemnification shall include all damages and costs incurred by TriMet as the result of the claim, including attorney fees and expert witness fees.

15. Work Product (08/16)

All work product of the Contractor that results from this Contract other than API, the Open Source Materials, and the Contractor Materials defined below (the "Work Product") is the exclusive property of TriMet. Work Product shall include but not be limited to all data, information in any form, documents, research, analysis and other any work subject to intellectual property laws and doctrines. TriMet and the Contractor intend that such Work Product be deemed "work for hire" of which TriMet shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," the Contractor hereby irrevocably assigns to TriMet all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. The Contractor shall execute such further documents and instruments as TriMet may reasonably request in order to fully document such vested rights in TriMet. The Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC Section 106A or any other rights of identification or authorship or rights of approval, restriction or limitation on use or subsequent modifications.

Notwithstanding the foregoing to the contrary, Contractor shall retain all right, title and interest in and to, including any intellectual property rights with respect to (i) the API, (ii) any Deliverables not accepted by TriMet and any research, items and information created by Contractor or its licensors prior to the Effective Date or independently of the services provided under this Contract (and any derivative works, modifications and enhancements thereto), (iii) any publicly available data, source code or materials utilized in the Solutions ("Open Source Materials"), and (iv) any "Contractor Materials," defined as information, designs or know-how which is a derivative or enhancement of materials already owned or used by Contractor. Subject to fulfillment of TriMet's payment obligations hereunder, Contractor hereby grants TriMet a worldwide, perpetual, irrevocable, royalty-free, nonexclusive license to use software comprising the API and the Contractor Materials solely as incorporated into the accepted Deliverables provided by Contractor and solely for use with the Solution.

16. Intentionally Omitted

17. Audit and Inspection of Records (08/16)

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

18. Project Managers (08/16)

The Contractor's designated Project Manager shall be the Contractor's representative for the administration of the Contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual,

recommended or, proposed changes, TriMet shall accept commitments and instructions of the Contractor only from the Contractor's Project Manager or a duly authorized representative of the Contractor's Project Manager so designated in writing. After initial approval by TriMet, the Contractor shall not change its Project Manager without the prior written approval of TriMet, such approval not to be unreasonably withheld or denied. TriMet shall appoint its own Project Manager for the work required by this Contract.

19. Notices and Communications (08/16)

All notices and other communications concerning this Contract shall be written in English and shall bear the contract number assigned by TriMet. Notices and other communications may be delivered personally, by facsimile, by email, by regular, certified or registered mail or other commercial delivery service.

A notice to TriMet will be effective only if it is delivered to that person designated in writing in either a) the Notice of Award of this Contract, b) the Notice to Proceed under this Contract, or c) to another individual specifically designated by this Contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this Contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the Contract or in a written notice to TriMet.

20. Contractor's Status and General Responsibilities (08/16)

The Contractor is an independent contractor for all purposes and is entitled to no compensation from TriMet other than that provided by this Contract. The Contractor shall inform TriMet of the Contractor's Federal Internal Revenue Service Employer Identification Number, or, if the Contractor is an individual with no employer identification number, the Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not officers, employees or agents of TriMet as those terms are used in ORS 30.265. The Contractor, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of TriMet for any purpose whatsoever, nor are they authorized to do so.

The Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this Contract specifically provides otherwise. The Contractor shall supervise and direct Contract performance using its best skill, and shall be responsible for selecting the means of Contract performance. If, during or after the term of this Contract, the Contractor learns of any actual or potential defect in the services provided under this Contract, of any problem associated with the results of Contract performance, or of any nonconformance with a provision of this Contract or of Federal, State, or local law, the Contractor shall inform TriMet immediately in writing with a full description of the defect, problem, or nonconformance.

21. Assignment and Subcontracting (08/16)

Neither party shall assign any of its rights or subcontract any of its responsibilities under this Contract without the prior written consent of the other party, provided that Contractor may assign or transfer this Agreement without consent to any affiliated entity or to a successor to all or substantially all of its assets or business. The Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this Contract fully effective. The Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and

subcontractors to enable them to properly perform their work.

22. Liens Prohibited (08/16)

The Contractor shall not permit any lien or claim to be filed or prosecuted against TriMet, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed by Contractor or any of its agents or representatives, the Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at the Contractor's sole expense.

23. Nondiscrimination (08/16)

During the term of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability or national origin.

24. Compliance with Laws and Regulations (08/16)

The Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.225, 279B.230, 279B.235, 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference.

The Contractor acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to contractors when performing certain work on behalf of TriMet under contract and that the individual employees and agents of the Contractor may be treated as public officials under ORS 244.020 (14). The Contractor agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to the Contractor's control when performing work under this Contract. The Contractor shall 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; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract; and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220.

The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. ORS 279B.230

All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

25. Prohibited Interests (08/16)

- A. No TriMet Board member, officer, employee or agent who ceases to hold a position at TriMet shall have any direct beneficial financial interest in this Contract, if they

authorized this Contract while acting in their official position at TriMet, for two years after the date the contract was authorized. This precludes working on this Contract as the Contractor's employee. The term "authorize" in this provision means that the Board member, officer, employee or agent performed a significant role in the selection of the Contractor or the execution of this Contract, including recommending approval or signing of this Contract, serving on the selection committee or having the final authorizing authority for this Contract.

- B. No TriMet Board member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and the Contractor shall not offer or give to any TriMet Board member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned), any gratuities, favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and TriMet policy.

26. Safety (08/16)

Notwithstanding any safety provisions elsewhere in this Contract, and in addition to the Contractor's own safety procedures, the Contractor shall implement and enforce all safety requirements that are standard in the industry and/or that are reasonably required by TriMet's Safety Department.

27. TriMet Facility Security (08/16)

In accordance with TriMet policy, all persons inside the perimeter of TriMet buildings and yards must display TriMet-issued badges upon their person. Contractor employees who are required to access TriMet buildings or yards to perform the requirements of this Contract shall comply with this requirement.

If such access shall be occasional and during regular business hours, badges shall be "Visitor Pass" type, for which Contractor employees shall check in and out at the site's reception desk for each visit to a site. Photo identification shall be required at check in.

If Contractor employees shall need access frequently over an extended period, and/or consistently at times other than regular business hours, badges shall be "Contractor Badge" type, which TriMet's Project Manager shall obtain for Contractor employees. The Contractor shall coordinate TriMet-issued badge requirements with TriMet's Project Manager within ten days of contract execution. The Contractor is responsible for ensuring compliance by each Contractor employee with all TriMet facility security access control procedures. The Contractor is responsible for the return of all "Contractor Badges" at the time of contract expiration or termination. Contractor Badges are initially provided at no charge; however, any badges not returned as required will result in a \$100 per badge charge to the Contractor. This charge will be deducted from the final payment invoice.

Contractor Badges are for identification and building/yard access only. If Contractor employees are required to ride transit as part of the contractual requirements, tickets or passes may be purchased for this purpose.

Contractors that require vehicular access to TriMet operations facilities shall comply with vehicle access control procedures in effect at the site. Any vehicular access to a TriMet operations facility

by a non-TriMet vehicle is by permission only and via designated gates and roadways only. Contractor vehicle drivers shall comply with site-specific vehicle access control procedures, including the Visitor Pass procedure (described in Paragraph A of this Section) or display of TriMet-issued Contractor Badges, for all vehicle occupants.

All Contractor employees not displaying a TriMet-issued Visitor Pass or Contractor Badge while inside a TriMet building or yard will be requested to leave the premises and obtain a Visitor Pass. Non-compliance by Contractor employees with these requirements may result in being barred from performing work on TriMet premises and removal of Contractor employees from TriMet buildings/yards.

Before TriMet grants Contractor employees access to TriMet property under this Contract or at any time thereafter, in accordance with applicable laws and TriMet requirements, TriMet reserves the right to: (1) conduct or obtain, or require the Contractor to conduct or obtain background checks on Contractor employees; (2) have the Contractor require its subcontractors to conduct or obtain background checks on their respective employees; and (3) require the Contractor to provide written certification and documentation as determined by TriMet evidencing compliance with these requirements.

Criminal background information shall be evaluated to determine whether a Contractor employee will be granted building access. Convictions for crimes that impact public safety, property or life, and crimes against persons may be cause for denial of access to TriMet properties.

28. Paragraph Headings and Other Titles (08/16)

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

29. Warranties

"Acceptance," as used in this clause, means the act of an authorized representative of TriMet by which TriMet approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of a defect.

The Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the contract. TriMet shall give written notice of any defect or nonconformance to the Contractor within 90 days of the date of acceptance of the services by TriMet. This notice shall state either (1) that the Contractor shall correct or reperform any defective or non-conforming services, or (2) that TriMet does not require correction or reperformance.

If the Contractor is required to correct or reperform, it shall at no cost to TriMet, and any services corrected or reperformed by the Contractor shall be subject to this clause to same extent as work initially performed. If the Contractor fails or refuse to correct or reperform, TriMet may correct or replace with similar services and charge Contractor the cost to TriMet, or make an equitable adjustment in the contract price. Contractor shall keep records on all reperformed work and the hours and cost associated with such work shall be segregated for accounting purposes.

If TriMet does not require corrections or reperformance, TriMet shall make an equitable adjustment in the contract price.

30. Intentionally Omitted

31. Extra Charges (08/16)

Extra charges must be agreed upon by the parties through a written modification of the Contract. TriMet will pay no extra charge that is not made a part of the Contract through a written modification. Contractor acts at its own risk in incurring an extra expense before an extra charge has been included in a fully-executed modification. TriMet will not pay the Contractor extra for overtime needed to meet a delivery deadline unless such overtime is required due to a delay caused by TriMet or its employees, consultants, affiliates, agents or representatives.

32. Integration, Modification, and Administrative Changes (06/03)

This Contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Contract may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually.

33. Authority (08/16)

The representatives signing on behalf of the parties certify that they are duly authorized by the party for whom they sign to make this Contract.

34. Confidentiality (08/16)

- A. Both parties hereby acknowledge and agree that information retrieved (the "Information") may constitute and/or contain sensitive, personal information, valuable proprietary products and trade secrets of the other party, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, both parties agree to treat (and take precautions to ensure that its employees, contractors, agents, representatives and affiliates treat) the Information of the other party as confidential in accordance with the confidentiality requirements and conditions set forth below.
- B. Each party agrees to keep confidential all Information disclosed to it by the other party, in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information).
- C. Each party agrees that it will not disclose or otherwise make any part of the Information of the other party available, in any form, to any person other than the receiving party's employees, contractors, agents, representatives or affiliates on a strict need to know basis. Each party agrees to instruct all such employees, contractors, agents, representatives and affiliates on these obligations with respect to use, copying, protection, and confidentiality of the Information of the other party.
- D. Notwithstanding the provisions of the foregoing subsection, if the Contractor wishes to have a third party consultant or subcontractor perform work which involves access to TriMet's Information for the purposes of performing this Contract, the Contractor shall obtain a written confidentiality agreement from such

consultant or subcontractor, which contains conditions and obligations with respect to TriMet's Information no less restrictive than those set forth in this Contract.

- E. Each party acknowledges that the unauthorized use, transfer or disclosure of the other party's Information thereof will (i) substantially diminish the value to the other party of its trade secrets and other proprietary interests; (ii) render the other party's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If either party breaches any of its obligations with respect to the use or confidentiality of the other party's Information, the disclosing party shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.
- F. The Contractor's obligations under this paragraph will survive the termination of this Contract.

35. Certificate of Oregon Tax Law Compliance

By signature hereto, both parties agree to this Contract as written. The Contractor affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-18, 321 and 323; under ORS 320.005-320.150; under ORS 403.200–403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

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03 / 19 / 2018

CLEARED FOR TAKEOFF, INC.

BY: Julian Simioni
(Signature)

Name: Julian Simioni

Title: President

Date: 03 / 19 / 2018

Address: 267 E 10th St, Unit 4
New York, NY 10009

Telephone: +1(650)898-7123

Email: julian@clearedfortakeoff.co

36-4888470

Contractor's Federal I.D. No.

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON**

BY: _____
(Signature)

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Tracy Franklin
Contract Administrator
Procurement and Contracts

EXHIBIT A – FEDERAL REQUIREMENTS (10/16)

1. No Government Obligation To Third Parties

TriMet and the 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 TriMet, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

2. Program Fraud and False or Fraudulent Statement and Related Acts

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. Department of Transportation regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, pertaining to this 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.

The Contractor 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.

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

3. Audit and Inspection of Records

A. The Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. The Contractor shall permit the authorized representatives of TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of the Contractor relating to its performance under this contract until the expiration of three years after final payment under this contract.

- B. The Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between TriMet and the Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

4. Right to Inventions (04/16)

If the Contract meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Federal Changes (10/16)

The 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 Agreement (Form FTA MA(22) dated October 1, 2016) between TriMet and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

6. Equal Employment and Civil Rights (01/18)

Contractor agrees to comply with the following provisions and include in all subcontracts.

Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d and Federal transit law, TriMet is a recipient of Federal funds, and as such, prohibits discrimination of any kind. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability .

- A. Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contracts" must include the specifications set forth in §60-4.3, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive

Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(1) 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), Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. Sections 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. 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.

(2) Age - In accordance with the Age Discrimination in Employment Act of 1974, as amended, 42 U.S.C Sections 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 CFR Part 90, the Age Discrimination in Employment Act, 29 U.S.C. Sections 621 et seq., and Equal Employment Opportunity Commission implementing regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625, 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.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Sections 12101 et seq., and Titles I, II, III, IV, and V of the ADA, the Contractor shall 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.

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

7. Incorporation of Federal Transit Administration 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, dated November 1, 2008, 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 TriMet requests which would cause TriMet to be in violation of the FTA terms and conditions.

8. Disadvantaged Business Enterprise (11/14)

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

B. Contractor and Subcontractor Obligation. The 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 CFR 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, which may include, but is not limited to:

- i) Withholding monthly progress payments;
- ii) Assessing sanctions;
- iii) Liquidated damages; and/or
- iv) Disqualifying the contractor from future bidding as non-responsible

9. Debarment and Suspension (04/16)

The certification in this clause is a material representation of fact relied upon by TriMet. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to TriMet, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

10. Solid Waste Disposal Act (10/16)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include

procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Procurement of Recovered Materials (04/16)

TriMet and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. 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 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

13. Byrd Anti-Lobbying Amendment (10/16)

Contractor shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, the contractor agrees to comply with the following: (1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,

(b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient’s or Subrecipient’s proper official channels.

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government. "Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

- (b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
 - (c) For purposes of paragraph B (2) (i) (a) of this section the following age agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
 - (d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
 - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
 - (e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).
- (ii) Professional and technical services by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable.

Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
 - (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).
- (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (iv) Professional and technical services by Other than Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the

intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

- (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

14. Dispute Resolution and Remedies (08/16)

14.1 Disputes

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those

mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

14.2 Performance During Dispute

Except for disputes as to TriMet's failure to pay amounts when due and unless otherwise directed by TriMet, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

14.4 Remedies

All claims, counterclaims, disputes and other matters in question between TriMet and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon in which TriMet is located.

14.5 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In the event that TriMet or Contractor fail to act, such failure shall not constitute a waiver of any right or obligation afforded to either party under the Contractor or by law, nor shall any such action or failure to act constitute an approval of or acceptance of any breach there under, except as may be specifically agreed in writing by both parties.

15. Clean Air (04/16)

If the total value of this Contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

16. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the EPA. The Contractor agrees to report each violation to TriMet

and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

17. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, the Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the EPA Assistant Administrator for Enforcement (ENO329).

18. Energy Conservation

The Contractor shall 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 USC Section 6321, et seq.).

19. Privacy Act

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.

20. Contract Work Hours and Safety Standards Act (04/16)

For contracts over \$100,000 involving mechanics or laborers. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under

working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek 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 forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) 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 moneys 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 Hours 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 paragraph (2) of this section.
- (4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section 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 paragraphs (1) through (4) of this section.

21. Cargo Preference - Reserved
22. Fly America - Reserved
23. Davis-Bacon and Copeland Anti-Kickback Acts - Reserved
24. Seismic Safety - Reserved
25. Veterans Preference (04/16) - Reserved

26. Transit Employee Protective Arrangements (05/17) - Reserved
27. Charter Service Operations (05/17) - Reserved
28. School Bus Operations (05/17) - Reserved
29. Buy America (10/16)
30. Patent and Rights in Data (05/17)

A. These following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA.

- c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
 - d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 - e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work.
 - g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the

Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- B. Patent Rights The following requirements apply to each contract involving experimental, developmental, or research work:
1. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Contractor agrees to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

END OF EXHIBIT A – FEDERAL REQUIREMENTS

EXHIBIT B – VENDOR/PAYMENT SETUP FORM

VENDOR/PAYMENT SETUP <i>(This form is to be completed by the vendor – see instructions on reverse side)</i>	
Vendor Name:	
Db:	
Tax ID # or Social Security #:	
Check appropriate box:	<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Exempt from backup withholding
Mailing Address:	
Contact Name:	Title:
Contact Phone:	Fax:
E-mail address (for remittance advice information):	
	Do you accept credit card payment? <input type="checkbox"/> Yes <input type="checkbox"/> No

U.S. ELECTRONIC PAYMENT (ACH) BANK INFORMATION <i>You <u>must attach either a voided check (or photocopy of an original), a deposit slip or banking information on bank letterhead</u> for verification of your account number and financial institution.</i>	
Bank Name:	
Bank Address:	
Phone Number:	
Bank ABA #: <i>(9 digits)</i>	
Account Name:	
Account #:	
Account type:	(Please check one) <input type="checkbox"/> Checking or <input type="checkbox"/> Savings

AUTHORIZATION <i>(must be completed by authorized representative)</i>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien). 4. I/(we) authorize TriMet to initiate variable entries to my (our) account described above in the U.S. Electronic Payment (ACH) Bank Information section of this document	
Name <i>(signature of printed name):</i>	
Title:	
Date:	

TRIMET INTERNAL USE ONLY			
Received by:	Entered by:	Vendor No:	
Date:	Date:	Vendor Type	DMWESB:

Instructions – Vendor/Payment Setup Form

1. Incorrect or incomplete data may delay payment.
2. The information provided on this form needs to be for the entity actually providing goods or services to TriMet, either under contract or purchase order.
3. A voided check or copy of an original check or deposit slip for the account being deposited into is required to verify deposit routing information and account ownership.
4. If payment is being made to an account that does not have checks or deposit slips (Deposit Only Account), **on company letterhead and under signature of the appropriate company official**, please provide the following information:
 - Bank ABA number for ACH deposits
 - Account name
 - Account number
 - Contact name
 - Contact phone number
 - Email address for remittance advice notification
5. When payments are processed, a Remittance Advice detailing items paid will be sent by e-mail to the address shown on side 1 of this document.
6. Once your account has been setup to pay electronically, a test payment in the amount of \$.01 (1¢) will be sent to the account.