

RIDE CONNECTION, INC.
PROFESSIONAL SERVICES CONTRACT

Contract No. **REQUIRED**

This contract is between Ride Connection, Inc., an Oregon nonprofit corporation ("Ride Connection"), and **REQUIRED** ("Contractor").

1) TERM

The term of this contract shall be from **REQUIRED** through **REQUIRED**.

2) AGREEMENT AND ODOT FUNDING

Contractor agrees to provide the professional services described in Exhibit A, Scope of Work (the "Services"). Exhibit A is incorporated into this contract.

The Services are funded in whole or in part through the Oregon Department of Transportation (ODOT). In this contract, "State" means the State of Oregon acting by and through ODOT. Applicable ODOT funding agreement number or numbers: **REQUIRED**. Expiration date of each funding agreement: **REQUIRED**.

Contractor shall comply with all federal, state, and local laws, regulations, and executive orders applicable to the Services. Contractor shall also comply with Exhibit B, Federal Terms and Conditions, and applicable requirements of the ODOT funding agreements identified above that must be passed down to this contract. Ride Connection shall identify and provide those funding terms and applicable amendments to Contractor, including any changes to the funding agreement expiration dates.

Applicable provisions of the FTA Master Agreement and FTA Certifications and Assurances incorporated into the ODOT funding agreement also apply to Contractor and its subcontractors, subject to the modifications and exclusions stated in that funding agreement. Ride Connection shall identify and provide the applicable versions and terms. An express funding-agreement exclusion is preserved and is not reversed by this general incorporation.

Circulars, policies, procedures, and directives apply to the extent incorporated into the applicable funding agreement or otherwise binding on this contract. Contractor's duty to comply continues as requirements are amended and become applicable. Statements by Ride Connection do not relieve Contractor of its duty to comply with applicable law.

State is an intended third-party beneficiary of this contract and may enforce its terms. If Contractor provides payment or performance bonds for this contract, those bonds shall name State as an additional or dual obligee. This provision does not itself require a bond that is not otherwise required by this contract or applicable law. State is not responsible for payment to Contractor under this contract.

3) COMPENSATION

- a. Ride Connection agrees to pay Contractor no more than \$**REQUIRED** for the Services and related expenses under this contract.
- b. Payment method, rates, and billing schedule: **REQUIRED**. Reimbursable expenses, if any: **REQUIRED**.

- c. Contractor shall submit invoices directly to Ride Connection. Each invoice shall include the contract number and the reports and supporting documents required under Section 5.
- d. Within ten (10) business days after receiving an invoice, Ride Connection shall either approve the invoice or notify Contractor in writing of disputed charges, missing documents, or required corrections. The notice shall explain what Contractor must address. The same review period applies to resubmitted invoices. An invoice is not automatically approved if Ride Connection does not respond within the review period. Business days are Monday through Friday, excluding federal holidays.
- e. Ride Connection may withhold payment of the entire invoice while a good-faith dispute, required correction, or missing supporting document remains unresolved. The parties shall work in good faith to resolve the identified issues.
- f. Ride Connection shall pay an approved invoice within thirty (30) calendar days after approval. Any applicable law or mandatory funding requirement that requires earlier payment or limits withholding shall control over this section.

4) DESIGNATED CONTACTS

Ride Connection project manager

Name: **REQUIRED**

Title: **REQUIRED**

Street address: **REQUIRED**

City: **REQUIRED** State: **REQUIRED** ZIP code: **REQUIRED**

Phone: **REQUIRED** Email: **REQUIRED**

Contractor project manager

Name: **REQUIRED**

Title: **REQUIRED**

Street address: **REQUIRED**

City: **REQUIRED** State: **REQUIRED** ZIP code: **REQUIRED**

Phone: **REQUIRED** Email: **REQUIRED**

Routine communications shall be directed to these project managers unless a party designates a replacement in writing. Formal notices shall be delivered as required by Section 21, Notices and Communications.

5) REPORTING

Contractor shall submit monthly progress reports to Ride Connection with its invoices.

Additional required reports and supporting documents, including their content and submission deadlines: **REQUIRED**.

Contractor shall provide the reports and supporting documents required by this section before the related invoice may be approved.

Contractor shall provide information reasonably needed for Ride Connection to meet the reporting requirements of the applicable funding agreement. This includes information on

active civil rights lawsuits or complaints relating to the Services, including dates, a summary of the allegations, current status, and any consent decree. Contractor shall provide the information by the reasonable deadline stated in Ride Connection's written request.

6) INDEPENDENT CONTRACTOR

Contractor is an independent contractor and shall meet the standards in ORS 670.600 for the purposes to which that statute applies. Contractor is responsible for all taxes on compensation paid under this contract. Contractor and its officers, employees, and agents are not officers, employees, or agents of Ride Connection and shall not represent themselves as such.

Contractor is not an officer, employee, or agent of State and has no authority to bind State or incur an obligation on its behalf.

7) INDEMNIFICATION AND NOTICE OF CLAIMS

- a. To the extent permitted by law, Contractor shall indemnify and hold harmless Ride Connection and its officers, directors, employees, and agents from third-party claims and resulting damages, settlements, reasonable attorney fees, and defense costs, to the extent caused by Contractor's negligence, wrongful conduct, violation of law, or breach of this contract. This obligation also applies to the acts and omissions of Contractor's employees, agents, and subcontractors.
- b. Contractor shall promptly notify Ride Connection in writing of any claim, demand, lawsuit, or threatened claim related to this contract or the Services, whether or not Contractor believes it is responsible. Contractor shall provide relevant notices, court papers, and updates. Notices shall be delivered under Section 21.
- c. Upon Ride Connection's written request, Contractor shall defend a third-party claim whose allegations, if true, fall within subsection (a). Ride Connection may choose to control its own defense and select its own legal counsel. Contractor shall pay reasonable defense costs to the extent covered by this section and permitted by law. Ride Connection's control of its defense does not waive Contractor's obligations.
- d. Contractor shall not make an admission on Ride Connection's behalf or settle a claim affecting Ride Connection without Ride Connection's prior written consent.
- e. These obligations survive the expiration or termination of this contract. The insurance amounts required by Section 22 do not limit Contractor's obligations under this section.
- f. If Contractor is not a unit of local government as defined in ORS 190.003, Contractor shall indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's officers, agents, employees or subcontractors ("State Claims"). It is the specific intention of the parties that State shall, in all instances, except for State Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by Contractor from and against any and all State Claims.
- g. For the State indemnity in subsection (f), neither Contractor nor any attorney engaged by Contractor shall defend any claim in the name of State or any agency of the State of

Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. State may, at any time at its election, assume its own defense and settlement if it determines that Contractor is prohibited from defending State, that Contractor is not adequately defending State's interests, that an important governmental principle is at issue, or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Contractor if State elects to assume its own defense.

- h. Subsections (f) and (g) are the ODOT State-protection terms and do not replace the protections for Ride Connection in subsections (a) through (e). Ride Connection's right to control its defense does not authorize it or Contractor to control State's defense. Nothing in this contract waives State's defenses or immunities. The State-protection terms survive expiration or termination of this contract.

8) HOURS OF EMPLOYMENT

Under this contract, Contractor shall pay nonexempt employees at least one and one-half times their regular rate of pay for hours worked over forty (40) in a workweek and for work performed on legal holidays. Lawful overtime exemptions apply.

Contractor shall comply with wage and hour laws applicable to its employees and the Services, including applicable provisions of ORS chapter 653 and the Fair Labor Standards Act, 29 U.S.C. 201 et seq., including 29 U.S.C. 207 and 213. Requirements for public employees, including ORS 653.268 and 653.269, apply when their coverage requirements are met.

Contractor shall also comply with ORS 279B.020 and 279B.235 when required by law or an applicable funding agreement. This includes applicable daily and weekly overtime, holiday pay, and employee work-schedule notice requirements. When ORS 279B.235(5) applies, subject to its exceptions, Contractor shall pay employees at least time and a half for work on the holidays specified in that provision and for hours worked over ten (10) in a day or forty (40) in a week, whichever is greater, and shall give the required written notice of work hours and days.

When ORS 279B.235 applies, Contractor shall comply with ORS 652.220, and that compliance is a material term of this contract. Contractor shall not prohibit employees from discussing their pay or benefits, or retaliate against employees for those discussions, as provided in ORS 279B.235(1).

9) WORKERS' COMPENSATION

Contractor and its subcontractors shall maintain workers' compensation coverage as required by applicable law, including Oregon law and the laws of any other jurisdiction where coverage is required.

For subject workers as defined in ORS 656.027, Contractor and its subcontractors shall comply with ORS 656.017. An exemption under ORS 656.126(2) applies only when the requirements of that provision are met.

Contractor shall provide evidence of required coverage or a lawful exemption before work begins and shall ensure that its subcontractors comply with these requirements.

Required workers' compensation coverage shall include Employer's Liability Insurance with limits of not less than \$500,000 each accident. Contractor shall require compliance with the applicable requirements of this section in each of its subcontractor contracts.

10) WARRANTIES AND STANDARD OF PERFORMANCE

- a. Contractor warrants that all Services will be performed with the care, skill, and diligence normally exercised by qualified providers performing similar services under similar circumstances. The Services shall meet the requirements and performance standards in this contract, including Exhibit A.
- b. If Ride Connection discovers a breach of this warranty within one (1) year after final payment and gives Contractor written notice within a reasonable time after discovery, Contractor shall promptly correct or reperform the affected Services at no additional cost to Ride Connection. This correction period does not shorten the time allowed by law for other claims.
- c. Correction or reperformance is not Ride Connection's only remedy. This section does not limit Contractor's liability to the amount paid under this contract or limit Contractor's obligations under Section 7. Ride Connection retains its other rights and remedies under this contract and applicable law. Any liability limits imposed by applicable law remain in effect.

11) ASSIGNMENT AND SUBCONTRACTS

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

Each approved subcontract shall be in writing, signed by Contractor, and include all applicable requirements of this contract and its funding terms that must be passed down. Contractor remains responsible for performance and compliance. Contractor shall provide Ride Connection and State copies of signed subcontracts and related purchasing or contracting documents upon request. The duty to provide those documents survives expiration or termination.

Contractor shall notify Ride Connection in writing within five (5) calendar days after discovering a material breach of an approved subcontract and shall provide the information needed for Ride Connection to meet its funding-agreement reporting duties.

12) LABOR AND MATERIAL

Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, advertising, and other facilities and services necessary to complete the Services, with no additional charge to Ride Connection beyond the compensation authorized by this contract.

13) RECORDS RETENTION AND AUDIT ACCESS

Contractor shall make and retain proper and complete books of record and account. Fiscal records related to this contract shall be maintained in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Contractor

shall document expenditures in sufficient detail to verify how contract funds were spent and shall require each subcontractor to comply with these requirements.

Contractor shall retain and keep accessible all records directly related to this contract, the Services, or the funds used for the Services. These include financial records, supporting documents, data, plans, specifications, working papers, photographs, reports, and subcontracts. Records shall be kept for at least six (6) years after the later of final payment under this contract or the expiration of the applicable ODOT funding agreement, including extensions identified by Ride Connection under Section 2. A longer period required by law, Exhibit B, or the applicable funding agreement shall control.

Records related to unresolved audit questions, claims, litigation, or other pending matters shall be retained until those matters are resolved and the applicable retention period has ended. Contractor shall pass the applicable retention duties to its subcontractors.

Ride Connection, State, the Secretary of State of the State of Oregon, the United States Department of Transportation, the Federal Transit Administration, the U.S. Comptroller General, and their duly authorized representatives shall have access to records directly related to this contract, the funds, or the Services for audits, examinations, copies, excerpts, and transcriptions. Contractor shall provide timely and reasonable access to relevant personnel and places of performance for authorized site reviews and inspection of the Services and related facilities and equipment.

Contractor shall require its subcontractors to provide the same applicable access. Contractor shall provide audit reports when required by applicable law or funding terms identified and provided under Section 2. The requirements of this section survive expiration or termination of this contract.

14) TERMINATION FOR CONVENIENCE

Ride Connection may terminate all or part of this contract, with 30 days' written notice to Contractor, upon determining that termination is in its best interest. Notice shall be delivered under Section 21. Upon termination under this Paragraph, Contractor shall be entitled to payment in accordance with the terms of the contract for Services completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this Paragraph, Contractor shall submit an itemized invoice for all unreimbursed Services completed before termination and all contract close-out costs actually incurred by Contractor. Ride Connection shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

15) TERMINATION FOR DEFAULT

If Contractor fails to strictly perform in the manner called for in this contract or if Contractor fails to comply with any other provisions of the contract, Ride Connection may terminate this contract for default. If the default produces serious safety issues, as determined in the sole discretion of Ride Connection, then Ride Connection may immediately and without notice terminate the contract. For all other defaults, Ride Connection shall deliver notice of intent to terminate this contract to Contractor under Section 21, and Contractor shall have a reasonable period of time (not to exceed 15 days) to cure such default, after which this contract shall be terminated unless cured to the reasonable satisfaction of Ride Connection. Contractor shall be

paid the contract price only for Services performed in accordance with the manner of performance set forth in this contract. If it is later determined by Ride Connection that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, Ride Connection may allow Contractor to continue work, or may treat the termination as a termination for convenience.

16) NONDISCRIMINATION

During the term of this contract, Contractor shall not discriminate against any targeted audience group or employee or applicant for employment because of race, creed, sex, religion, sexual orientation, color, age, national origin, political affiliation, marital status, or mental or physical disability.

The following assurance is required by Exhibit D, paragraph 5, of the ODOT funding agreements. In this assurance, "Recipient" means Ride Connection and "this Agreement" means this contract:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor 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 Recipient deems appropriate.

Contractor shall include the required assurance in each subcontract. The separate federal assurance required by 49 CFR 26.13(b), including its listed remedies, also applies as set out in Exhibit B.

17) JURISDICTION

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

18) MEDIATION

Both parties agree to attempt to resolve disputes arising under this agreement in good faith. Should any dispute arise between the parties concerning this Agreement, which 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 Agreement agree to participate in good faith in a non-binding mediation process. 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. All costs of mediation shall be borne equally by the parties.

19) COMPLIANCE WITH LAWS REGULATIONS AND EXECUTIVE ORDERS

Contractor shall comply with all federal, state, and local laws, regulations, and executive orders applicable to Contractor or the Services, including requirements for workers'

compensation, wages and hours, workplace safety, equal employment opportunity, and nondiscrimination.

The Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 through 3708; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. 4212; Section 503 of the Rehabilitation Act of 1973, 29 U.S.C. 793; and their implementing regulations apply when their coverage requirements are met.

Contractor shall comply with applicable funding requirements identified in Exhibit B or otherwise incorporated into this contract, including applicable executive-order provisions and certifications. Ride Connection shall identify and provide the required funding terms. Contractor shall include required provisions in lower-tier agreements when those provisions must be passed down.

Contractor shall also comply with Ride Connection's lawful equal employment opportunity, nondiscrimination, and safety standards applicable to the Services.

The civil rights requirements applicable to the Services include ORS 659A.142 and the applicable federal disability and nondiscrimination requirements identified in Exhibit B. Contractor shall provide the certifications and disclosures required by the applicable funding terms, including the lobbying certification and disclosure requirements for covered transactions. The versions, modifications, and exclusions identified under Section 2 govern the incorporated funding requirements.

20) INTEGRATION AND MODIFICATION

This contract and its attachments contain the entire agreement of the parties and supersede prior discussions or agreements about the same subject. The parties may modify this contract only by a written agreement signed by their authorized representatives. This requirement does not limit compliance with changes in law or funding requirements that apply under Section 2.

21) NOTICES AND COMMUNICATIONS

- a. Formal notices under this contract shall be in writing, in English, and include the contract number. Notices may be delivered personally, electronically, by facsimile, or by regular, certified, or registered mail.
- b. Formal notices to Ride Connection shall be directed to its Contracts Office at the notice address or email address listed in the signature block. A copy may be sent to the project manager. Delivery only to the project manager does not satisfy the notice requirement.
- c. Formal notices to Contractor shall be directed to the person who signed this contract on Contractor's behalf at the notice address or email address listed in the signature block.
- d. Notices are effective upon delivery to the designated recipient or address. An email notice is effective when the receiving party's email server accepts the message at the designated notice email address in a form the recipient can retrieve and read. The recipient does not need to open the message, send a reply, or provide a read receipt.
- e. The sender shall retain a record showing delivery. For email, the record must show acceptance by the receiving party's email system. A sent message alone does not establish delivery. Other electronic delivery methods must provide a delivery record from the service used.

- f. Either party may change its notice recipient or address by giving written notice under this section.
- g. Routine project communications may be directed to the designated contacts in Section 4.

22) INSURANCE

- a. Contractor shall obtain and maintain the insurance required by this section at its own expense before Services begin and throughout the contract term and any required extended coverage period. Contractor shall pay all premiums, deductibles, and self-insured retentions. Insurers shall be authorized in each jurisdiction where authorization is required. For a Contractor that is not a unit of local government as defined in ORS 190.003, the insurance shall be provided by companies or entities authorized to transact insurance business and issue coverage in Oregon and acceptable to State.
- b. The ODOT requirements for Oregon-authorized insurers acceptable to State, State additional-insured status, the railroad endorsement when applicable, and the extended coverage period in subsection (g) apply to a Contractor that is not a unit of local government as defined in ORS 190.003. Ride Connection's other insurance requirements in this section apply to all Contractors, subject to applicable law and an express written contract amendment. Self-insurance or a public entity risk pool requires Ride Connection's prior written approval based on evidence of coverage and may be used only when consistent with the applicable ODOT funding agreement. Ride Connection's approval does not waive a State requirement.
- c. Commercial General Liability: Coverage shall be written on an occurrence basis with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. It shall cover bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability. When required by the applicable ODOT funding agreement for work within 50 feet of railroad property, a bridge, trestle, track, roadbed, tunnel, underpass, or crossing, Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement or equivalent.
- d. Automobile Liability: Coverage shall cover Contractor's business-related automobile use, including all owned, non-owned, and hired vehicles, for bodily injury and property damage, with a combined single limit of at least \$1,000,000. It may be combined with Commercial General Liability if separate limits are provided. A combination of primary and excess or umbrella liability insurance may be used to meet the required liability limits.
- e. Professional Liability and Workers Compensation: Professional liability coverage for errors, omissions, and negligent acts in the Services shall have limits of at least \$1,000,000 per claim for claims-made coverage, or per occurrence for occurrence coverage, and \$2,000,000 annual aggregate. Claims-made coverage shall have an effective or retroactive date on or before the effective date of this contract and remain continuous during the contract term. Workers' compensation and employer's liability shall meet Section 9, including applicable Oregon and other jurisdiction requirements.
- f. Additional Insureds: Liability coverages, except professional liability and workers' compensation or employer's liability, shall include Ride Connection and its officers, directors, employees, and agents as endorsed additional insureds for Contractor's

activities under this contract. For a Contractor that is not a unit of local government as defined in ORS 190.003, those coverages shall also include "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as endorsed additional insureds, but only with respect to Contractor's activities under this contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Commercial General Liability additional-insured endorsements shall use ISO Form CG 20 10 07 04 or equivalent for ongoing operations and ISO Form CG 20 37 07 04 or equivalent for completed operations. The endorsements shall be submitted with the certificates and must be acceptable to Ride Connection.

- g. Extended Claims Made Coverage: If any required policy is written on a claims-made basis, a Contractor that is not a unit of local government as defined in ORS 190.003 shall maintain either tail coverage or continuous claims-made liability coverage with an effective date on or before the effective date of this contract for at least twenty-four (24) months following the later of (i) completion and Ride Connection's acceptance of all Services or (ii) expiration of all warranty periods under this contract. If Contractor elects tail coverage and the longest period reasonably available in the marketplace is less than twenty-four (24) months, Contractor may request State's approval through Ride Connection. A shorter period is permitted only if State grants approval, and Contractor shall then maintain coverage for the longest period reasonably available in the marketplace.
- h. Evidence of Coverage: Within ten (10) calendar days after award and before any Services begin, Contractor shall provide certificates for all required insurance and all required endorsements. The certificates or attached endorsements shall identify all additional insureds and, for claims-made coverage, the extended reporting period applicable to tail or continuous claims-made coverage. Contractor shall provide renewal evidence before coverage expires and relevant policy provisions upon request. A certificate alone does not amend coverage or establish additional-insured status.
- i. Notice of Cancellation or Change: Contractor or its insurer shall provide Ride Connection thirty (30) days' written notice before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of required coverage. Ride Connection shall immediately notify State of any change in insurance coverage. Notices to Ride Connection shall be delivered under Section 21. Contractor shall maintain the required coverage without a lapse.
- j. Ride Connection shall not authorize Services to begin until required coverage is in force and shall monitor compliance at least annually. Contractor shall provide the evidence reasonably needed for that review. Ride Connection may suspend Services for noncompliance and shall not knowingly permit Services to proceed without required coverage. Such suspension does not waive any default or remedy.
- k. Contractor shall indemnify Ride Connection for liability or damages caused by Contractor's failure to obtain or maintain required insurance, to the extent permitted by law. Insurance requirements do not limit Contractor's liability or duties under Sections 7 and 10. Ride Connection's acceptance of insurance evidence does not waive those duties or guarantee coverage for a particular claim.

23) PROMPT PAYMENT

Contractor shall promptly pay all amounts due to persons supplying labor or materials for the Services under this contract.

24) INCOME TAX WITHHOLDING

Contractor shall comply with employee income tax withholding and payment requirements applicable to Contractor and the Services. When Oregon withholding is required, Contractor shall pay to the Oregon Department of Revenue all sums withheld under ORS 316.167.

Contractor shall also comply with applicable withholding and payment requirements of other jurisdictions.

25) ACCEPTANCE OF GIFTS

Contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

26) COMPUTATION OF TIME

Time periods measured in days shall be computed by excluding the day on which the period begins and including the last day. Unless a provision expressly states otherwise, days are calendar days. If the last day is a Saturday, Sunday, or legal holiday under ORS 187.010 or ORS 187.020, the period ends on the next day that is not a Saturday, Sunday, or such legal holiday. For the business-day review periods in Section 3, only Monday through Friday are counted, excluding federal holidays. This section does not delay the effective delivery of a notice under Section 21 or extend a deadline imposed by applicable law or a mandatory funding requirement.

27) SEVERABILITY

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

28) WAIVER AND NONWAIVER

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

29) PARAGRAPH HEADINGS AND OTHER TITLES

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

30) ATTORNEY FEES

In any action or suit to enforce this contract, the prevailing party shall be entitled to recover reasonable attorney fees, court costs, and other recoverable expenses from the other party, including on appeal, as allowed by applicable law.

Contractor's separate obligation to pay defense costs for third-party claims covered by Section 7 remains in effect.

31) AUTHORITY AND EXECUTION

Each representative signing this contract certifies that they are authorized to bind the party on whose behalf they sign.

The parties agree to use electronic records and signatures to execute this contract. An amendment may also be signed and delivered electronically if both parties agree. The parties may sign separate copies, called counterparts, or separate signature pages of the same final version of this contract. Each signed counterpart is treated as an original, and together they form one agreement. The signed pages may be combined with that final version to create one complete signed record.

An electronic signature applied by an authorized representative with the intent to sign has the same force and effect as a handwritten signature, to the extent permitted by applicable law. A signed copy delivered by email as a PDF or through an electronic signing service is accepted as delivery of an original signed copy. Sending or receiving an unsigned document does not satisfy this contract's signature requirements.

Each party must receive a complete signed copy in a form that can be saved and accurately reproduced. Ride Connection shall retain the signed contract and available signature verification records for the required retention period. This section does not change other notice, approval, or effective date requirements in this contract or applicable funding agreements.

32) TAX LAW COMPLIANCE

By signing this contract, Contractor certifies that, to the best of its knowledge, it complies with all federal, state, and local tax laws applicable to Contractor. Contractor shall remain in compliance with those laws throughout the term of this contract.

33) PREVAILING CLAUSES

Applicable law and mandatory federal or other funding requirements incorporated into this contract, including the applicable requirements in Exhibit B, control over conflicting provisions of this contract. Subject to those requirements, the main contract controls over conflicting provisions in other exhibits. The parties shall address any conflict in a written amendment when needed, without waiving a mandatory requirement.

34) RIDE CONNECTION OBLIGATIONS

Ride Connection certifies that, when this contract is signed, sufficient funds are available and authorized within its approved budget to pay the costs of this contract.

35) AGREEMENT DOCUMENTS

Exhibit A: Scope of Work

Exhibit B: Federal Terms and Conditions

WISHING TO BE LEGALLY BOUND, the parties have caused this Agreement to be executed below by each party's duly authorized representative: