

STAFF REPORT



MEETING DATE:	October 13, 2015
SUBJECT:	Authorize Technical Services Agreement with Consultant for Shasta Coordinated Transportation Plan
AGENDA ITEM:	5-8
STAFF CONTACT:	Kathy Urlie, Senior Transportation Planner

SUMMARY:

SRTA maintains a Coordinated Public Transit-Human Services Transportation Plan to make transportation services in the region more efficient and ensure that projects are eligible for federal funds. The current plan was adopted in 2007. An update is needed to inform SRTA's expanded transit coordination role approved by the board of directors in December 2014.

STAFF RECOMMENDATION:

It is recommended that the board of directors authorize the executive director to sign a technical services agreement (attached) with The Center for Business and Policy Research at the University of the Pacific to update the agency's Coordinated Public Transit-Human Services Transportation Plan, for a term ending June 30, 2016, not to exceed \$30,000.

DISCUSSION:

The Coordinated Public Transit-Human Services Transportation Plan (also known as the *Shasta Coordinated Transportation Plan*) will determine SRTA's role in the coordination of transit services. The plan will provide a list of projects for federal funding, and will satisfy California Assembly Bill 120 (AB 120)—which requires regions to develop a plan for consolidating public transportation services. More specifically, the plan will:

- Provide an updated inventory of public and specialized transportation providers and resources available in the region;
- Confirm the transportation needs of individuals with disabilities, older adults, and people with low incomes; and
- Recommend transportation services, coordination activities, and consolidation of services (as applicable) for funding and/or implementation.

Public, private, and not-for-profit transportation service providers are considered in the plan. Excluding church, school and taxi transportation services, there are about 33 transportation service providers in Shasta County which expend an estimated \$8 million annually. Coordination can minimize duplicative services and result in more cost-effective services.

A request for proposals (RFP) was released in August concurrent with the RFP for the *Shasta Intercity Transportation to Sacramento and the Bay Area Study*—a separate item on this agenda. One proposal was received for the coordinated transportation plan; the same consultant also proposed for the intercity study. The proposal was determined to be responsive, the consultant is qualified,

and the cost proposed is reasonable. Staff recommends retaining The Center for Business and Policy Research at the University of the Pacific to prepare the *Shasta Coordinated Transportation Plan*.

ALTERNATIVES:

The board of directors may direct staff to reject the proposal and issue a new RFP.

OTHER AGENCY INVOLVEMENT:

The Social Services Transportation Advisory Council (SSTAC) was consulted during the RFP process. The Technical Advisory Committee concurs with the staff recommendation.

FINANCING:

Consultant services and staff time needed to update the plan are budgeted in the FY 2015/16 Overall Work Program under Work Element 706.02 (Transit Planning) utilizing Federal Transit Administration Section 5303 and Planning Programming & Monitoring funds.



Daniel S. Little, AICP, Executive Director

Attachment: Technical Services Agreement with The Center for Business and Policy Research at the University of the Pacific for the development of a *Shasta Coordinated Transportation Plan*

**TECHNICAL SERVICES AGREEMENT BETWEEN
THE SHASTA REGIONAL TRANSPORTATION AGENCY AND
THE CENTER FOR BUSINESS AND POLICY RESEARCH AT THE UNIVERSITY OF THE PACIFIC FOR
PREPARATION OF THE SHASTA COORDINATED TRANSPORTATION PLAN**

This agreement is entered into between the Shasta Regional Transportation Agency ("SRTA") and the Center for Business and Policy Research at the University of the Pacific ("Consultant") for the purpose of preparing an update to the 2007 Shasta County Coordinated Human Transportation Plan.

1. RESPONSIBILITIES OF CONSULTANT

- A) Consultant shall complete the services outlined in the scope of work shown in Attachment A.
- B) As required by California Government Code Section 7550, each document or report prepared by Consultant, for or under the direction of SRTA pursuant to this agreement, shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: Shasta Regional Transportation Agency, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

2. RESPONSIBILITIES OF SRTA

- A) SRTA shall compensate Consultant as set forth in section 3 of this agreement and shall monitor Consultant's performance.
- B) SRTA shall review draft documents in a timely manner and provide study oversight and input.

3. COMPENSATION

Compensation shall be based on expenses associated with the bid deliverables, per the budget shown in Attachment B. Compensation shall not exceed thirty thousand dollars (\$30,000.00) for the services described in both Attachments A and B.

4. BILLING AND PAYMENT

Consultant shall submit to SRTA within thirty days (30) after completion of the services described in section 1, an itemized invoice of services rendered and an accompanying progress report. Consultant may submit periodic invoices (no more than twelve per year) as work is completed during the term of this agreement; however, not less than quarterly Consultant shall submit an invoice and progress report. SRTA shall make payment within 30 days of receipt of Consultant's correct and approved invoice(s). All requests for payment must include a narrative of services performed in the period by task, and any agreed-upon deliverables per Attachments A and B.

For travel and subsistence (per diem) expenses of Consultant and its subcontractors, Consultant rates shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, SRTA will not reimburse those amounts in excess of the DPA rates.

Consultant will require that it and its subcontractors be obligated to agree, that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items (contractors shall refer to, 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or parties shall comply with applicable regulations (i) 2 CFR part 220, "Cost Principles for Educational Institutions (OMB Circular A-21);" (ii) 2 CFR part 230, "Cost Principles for Non-Profit Organizations (OMB Circular A-122); and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Contractor, and subcontractor(s), as applicable shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Consultant, and its subcontractors, shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e direct labor, other direct costs, consultants/subcontractor, etc) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, Consultant and its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various

contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of the contract duration and for three (3) years from the date of final payment to Consultant or until audit resolution is achieved for each annual SRTA Overall Work Program Agreement, whichever is later. The State, the California State Auditor, or any duly authorized representative of the State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and Consultant and its subcontractors shall furnish copies thereof if requested.

5. TERM OF AGREEMENT AND SCHEDULE

This agreement shall commence on the last signature date on the signature page and shall terminate upon completion of the services described in section 1, or on June 30, 2016, whichever is earlier, unless this agreement is terminated under the provisions of Section 6. of this agreement.

The project schedule is included after the scope of work under Appendix A to this agreement.

Subcontractor contracts containing Federal and State planning funds are required to be competitively bid and awarded in accordance with Title 49, CFR, Part 18, Section 18.37 and consistent with Local Assistance Procedure Manual, Ch. 10 or successors thereto.

6. TERMINATION OF AGREEMENT

- A) Termination for Convenience – This agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by the agency unless an opportunity for consultation is provided prior to the effective date of the termination.
- B) Termination for Default – SRTA retains the right to terminate this agreement completely or partially for default if the Consultant fails to: i) make delivery of the supplies, or perform the services, within the time specified in this agreement; ii) perform any other provision of this agreement; iii) make progress, and that failure endangers performance of this agreement; or iv) retain the project manager as specified in this agreement. With respect to item 6.B) iv): SRTA shall require notice of project manager revisions within 7 days of the change.

Under a termination for default, SRTA is not liable for the Consultant's costs on undelivered work and is entitled to the repayment of advance and progress payments, if any, applicable to that work.

- C) Termination for Cause – If Consultant materially fails to perform duties to the satisfaction of SRTA or if Consultant fails to fulfill in a timely and professional manner obligations under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then SRTA shall have the right to terminate this agreement for cause effective immediately upon SRTA giving written notice thereof to Consultant. If termination for cause is given by SRTA to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph D of this section.
- D) Termination without Cause – SRTA may terminate this agreement without cause on 30 days' written notice to Consultant. SRTA shall pay Consultant for all work satisfactorily completed as of the date of notice.
- E) Immediate Termination – SRTA may terminate this agreement immediately upon oral and/or written notice should funding cease, or be materially decreased, during the term of this agreement.
- F) Stop Work Order – SRTA may, in order to investigate a possible deficiently-performing consultant or, in some instances protect itself and/or consultant from financial risk associated with lapsed funding, may request a stop order on all consultant work associated with this agreement. Such stop work order will be delivered in writing to the consultant and shall be effective immediately.
- G) SRTA's right to terminate this agreement may be exercised by the Executive Director, or his/her designee.
- H) Disposition of, Title to and Payment for Work upon Expiration or Termination –

Upon expiration of this agreement or termination for cause or termination for the convenience of a party, all finished or unfinished documents and other materials (e.g. finished and unfinished reports, data, studies, photographs, charts, and other documents), if any, and all rights therein shall become, at the option of SRTA, the property of and shall be promptly returned to SRTA, although Consultant may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this agreement, any copyrightable or patentable work created by Consultant under this agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only SRTA shall be entitled to claim or apply for the copyright or patent thereof.

- I) Payment Terms Upon Termination – Consultant shall only be paid for services completed and provided prior to the notice of termination. Consultant shall be paid for the percentage of work completed under the Agreement, as agreed to by the agency, to the total compensation authorized by the agreement, less payments of compensation previously made.

7. DISPUTE RESOLUTION

Any dispute between Consultant and SRTA relating to the implementation or administration of this agreement may be attempted to be resolved through the following process:

- A) The parties shall first attempt to resolve the dispute informally in meetings or communications between Consultant and SRTA. If the dispute remains unresolved fifteen (15) days after it first arises, Consultant may request that SRTA issue a recommended decision on the matter in dispute. The SRTA project manager shall issue the recommended decision in writing and provide a copy to Consultant.
- B) The recommended decision of the SRTA project manager shall become final unless, within fifteen (15) days of receipt of such recommended decision, Consultant submits a written request for review to the SRTA executive director. In connection with any such review, Consultant and SRTA shall be afforded an opportunity to be heard and to offer evidence on the issues presented. If the dispute remains unresolved after review by the executive director, either party may seek judicial resolution of the dispute in an appropriate court within Shasta County, California.
- C) Pending final resolution of a dispute under this section, Consultant shall proceed diligently with performance in accordance with this agreement and SRTA's recommended decision.

8. ENTIRE AGREEMENT; AMENDMENTS

- A) This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B) No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. However, minor amendments which do not result in a substantial or functional change to the original intent of the agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the executive director. If the proposed

minor amendment alters the project schedule, a revised project schedule will be required from the Consultant for this agreement.

- C) The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of the Consultant, Consultant may not assign, transfer, delegate or sublet any interest herein without the prior written consent of SRTA. The waiver by SRTA of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

10. EMPLOYMENT STATUS OF CONSULTANT

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow SRTA to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this agreement; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The interest of SRTA is to ensure that services shall be rendered and performed in a competent, efficient, timely and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Consultant were an SRTA employee. SRTA shall not be liable for deductions for any amount, for any purpose, from Consultant's compensation. Consultant shall not be eligible for coverage under SRTA workers' compensation insurance plan nor shall Consultant be eligible for any other SRTA benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

11. INDEMNIFICATION

Consultant shall defend, hold harmless, and indemnify SRTA, its elected officials, officers, employees, and agents against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of SRTA counsel and counsel retained by SRTA, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of SRTA) being damaged by the negligent acts, willful acts, or errors or omissions of the Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole

negligence or intentional wrongdoing of SRTA. Consultant shall also defend and indemnify SRTA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless SRTA with respect to Consultant's "independent contractor" status that would establish a liability on SRTA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

For professional services provided under this agreement, Consultant shall indemnify, defend, and hold harmless SRTA, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement.

12. INSURANCE COVERAGE

- A) Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect SRTA and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by SRTA.
- B) Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant will comply with such provisions before commencing the performance of the work of this agreement.
- C) Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D) Consultant shall require subcontractors to furnish satisfactory proof to them that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement. Consultant shall not allow any contract or subcontract to continue without proper insurance in effect after notification of the lapse of requisite

insurance.

E) With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by SRTA prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the agreement and continue coverage for a period of three years after the expiration of the agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of the agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the Shasta Regional Transportation Agency (SRTA), its elected officials, officers, employees, agents, and volunteers as an additional insured and provides that coverage shall not be reduced or canceled without 30 days written prior notice certain to SRTA. The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds."

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a) As if each Named Insured were the only Named Insured; and
- b) Separately to each suit insured against whom a claim is made or suit is brought."

- (5) Consultant shall provide SRTA with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement. The accountant/finance officer, or his designee, shall approve the insurance certificate. A copy of the insurance certificate will be kept in the project file.
- (6) The insurance required herein shall be in effect at all times during the term of the agreement. In the event any insurance coverage expires at any time during the term of the agreement, Consultant shall provide, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within ten (10) days of the expiration of the endorsement or policy amendment in effect at inception of the agreement, SRTA may, in addition to any other remedies it may have, terminate the agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide SRTA a certificate of insurance reflecting those limits.

13. NOTICE OF CLAIM/APPLICABLE LAW/VENUE

- A) If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect SRTA, Consultant shall give prompt and timely notice thereof to SRTA. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.
- B) Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

14. FEDERAL CERTIFICATIONS AND ASSURANCES

- A) The Consultant shall adhere to the requirements contained in SRTA's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SRTA's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SRTA'S OWP. Such

requirements shall apply to the Consultant to the same extent as SRTA and may include, but are not limited to:

- (1) 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
- (2) In nonattainment and maintenance areas, section 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93.
- (3) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
- (4) Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
- (5) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
- (6) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- (7) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- (8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- (9) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

B) The Consultant shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SRTA'S OWP and found online at http://www.fta.dot.gov/grants/12825_93.html. Such assurances shall apply to the Consultant to the same extent as SRTA, including but not limited to the following areas:

- (1) Authority of Applicant and its Representatives;
- (2) Standard Assurances;
- (3) Intergovernmental Review Assurance;
- (4) Nondiscrimination Assurance;
- (5) Suspension and Debarment Certification;
- (6) U.S. OMB Assurances in SF-424B and SF-424D.

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A) It is the policy of SRTA, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of agreements financed in whole or in part with FHWA/FTA funds provided under this agreement.
- B) The Consultant, its employees, and its sub-contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA/FTA funds-assisted contract or in the administration of SRTA's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this agreement or such other remedy SRTA may deem appropriate.
- C) If Consultant proposed the contract project with Disadvantaged Business Enterprise participation, the Consultant will adhere to the stated participation rate unless otherwise agreed to, in writing, between SRTA and the Consultant for circumstances beyond the control of the Consultant.

Consultant will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (4) Establishing delivery schedules, where the project requirements permit, that encourage participation by small and minority business, and women's business enterprises;
 - (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- D) The Consultant shall, as required by 49 CFR part 26, include the language in attachment C into all contracts funded in whole or in part with funds authorized in this agreement.

16. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

- A) In the performance of work undertaken pursuant to this agreement, the Consultant for itself, its assignees, and successors in interest, shall affirmatively require that its employees and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- B) The Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment, as well as its subcontractors, are free from such discrimination and harassment. The Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this agreement by reference and made a part hereof as set forth in full. The Consultant shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- C) In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, SRTA shall impose such contract sanctions as it, the DOT, or other applicable funding agency may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the Consultant under this agreement until the Consultant complies; and/or
 - (2) Cancellation, termination or suspension of the agreement, in whole or in part.
- D) Consultant shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this section.
- E) The Consultant shall include the provisions of this Section in every agreement with its subcontractor(s). The Consultant shall take such action with respect to any such

agreement as SRTA, the DOT, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

17. COMPLIANCE WITH LAWS

- A) Consultant will observe and comply with all applicable federal, state, and local laws, ordinances, and codes which relate to the services to be provided pursuant to this agreement.
- B) Consultant agrees to adhere to the Buy America regulations which apply to federally- assisted, typically development and/or construction activities subject to a NEPA determination, procurements exceeding certain amounts. Buy America regulations require Consultant to provide goods produced or manufactured in the US, unless the federal government has granted a waiver authorized by those regulations.
- C) When using federal funds, Consultant will, for any contract of over \$30,000, abide by lobbying disclosure requirements, per compliance with 31 U.S.C. 1352. For contracts which exceed \$100,000, Consultant shall require the following language of this subsection to be included in all subcontracts.
 - (1) By signing this agreement, Consultant certifies, to the best of its knowledge and belief, that no state or federal funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than state or federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.
 - (3) This certification is a material representation of fact, upon which reliance was placed when this AGREEMENT was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the MFTA between SRTA and the state or, alternatively, the grant agreement with the respective funding

entity. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and more than \$100,000 for each such failure.

- D) Consultant, by signing this agreement, acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose penalties under the Program Fraud Civil Remedies Act of 1986.
- E) Consultant is required to acknowledge the mandatory standards and policies related to every efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et. seq.).
- F) Consultant acknowledges that it will not enter into contracts for over \$30,000 with suspended or debarred consultants (Executive Order 12549; 49 CFR part 29)
- G) Consultant will comply with appropriate Patent and Rights in Data requirements (37 C.F.R. Part 401 and 49 C.F.R. Part 18).
- H) Consultant will comply with 49 U.S.C. 40118 in accordance with the General Service Administration's regulations at 41 C.F.R. Part 301-10.
- I) Consultant, in accordance with 49 U.S.C. Section 5325(b)(3), will ensure that all federally assisted contracts and subcontracts including program management, architectural engineering, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping or related services must be performed (i.e. a consultant cannot incur and invoice the agency any unallowable, unallocable, or unreasonable costs prohibited by the Federal Acquisition Regulations (FAR) and/or the contract terms and conditions) and audited in accordance with FAR Part 31 cost principles. The consultant, its sub-consultants, and sub-recipients must accept FAR indirect cost rates for one-year applicable accounting periods established by a cognizant federal or state government agency, if those rates are not currently under dispute, and these established rates will apply for purposes of contract estimation, negotiation, administration, reporting, change order, options, and payments, not limited by administrative or de facto ceilings.

18. ACCESS TO RECORDS/RETENTION

SRTA, federal, and state officials shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or SRTA. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after SRTA makes final payment hereunder.

19. LICENSES AND PERMITS

Consultant shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by SRTA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by SRTA.

20. PERFORMANCE STANDARDS

Consultant shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's services.

21. CONFLICT OF INTEREST

Consultant, including its officers and employees, is required, prior to entering into this agreement, to inform agency of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, results in an unfair competitive advantage to the Consultant, or may impact the Consultant's objectivity in performing the contract work.

22. NOTICES

A) Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail, or by email, to the following addresses:

If to SRTA: Shasta Regional Transportation Agency
Attn: Dan Little, AICP, Executive Director
1255 East Street, Suite 202
Redding, CA 96001
dlittle@srta.ca.gov

If to Consultant: The Center for Business and Policy Research
Attn: Thomas Pogue, Associate Director
Eberhardt School of Business
University of the Pacific
3601 Pacific Avenue
Stockton, CA 95211
tpogue@pacific.edu

- B) Notice shall be deemed to be effective two days after first-class mailing, or effective immediately if by email. Any oral notice authorized by this agreement shall be deemed to be effective immediately.

23. CONFIDENTIALITY

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of, and to not disclose, any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

24. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of SRTA and be delivered to SRTA upon completion of its authorized use pursuant to the agreement. SRTA may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in SRTA without payment of royalty or any other additional compensation.

Notwithstanding anything to the contrary contained in this agreement, all proposals submitted in response to an RFP will become the exclusive property of the agency. At such time as the executive director recommends a proposal to the SRTA Board of Directors and such recommendation appears on the board agenda, all proposals submitted in response to the RFP shall become a matter of public record and shall be regarded as public records. **If there are any trade or proprietary secrets included by the consultant, the consultant may provide a different copy of the proposal that would be acceptable to release to the public. If an alternate document is not made available to SRTA by the consultant, then the original proposal, as submitted, will be released as requested.** Proprietary information can include secret formulas, processes, and methods used in production. It can also include a company's business and marketing plans, salary structure, customer lists, contracts, and details of its computer systems. In some cases, the special knowledge and skills that an employee has learned on the job are considered to be a company's proprietary information.

25. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

IN WITNESS THEREOF, SRTA and Consultant have executed this agreement on the day and year of the last signature set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

SHASTA REGIONAL TRANSPORTATION AGENCY

Date: _____

Daniel S. Little, AICP, Executive Director

**CENTER FOR BUSINESS AND POLICY RESEARCH
AT THE UNIVERSITY OF THE PACIFIC**

Date: _____

By: _____
James A. Uchizono, Pharm.D., Ph.D.
Associate Provost for Research

Tax I.D.#: _____

Approved as to form:

JOHN KENNY
Counsel, Shasta Regional Transportation Agency

Attachment A - Scope of Work and Schedule for the Shasta Coordinated Transportation Plan Update by the Center for Business and Policy Research (CBPR)

The CBPR will work in partnership with Shasta Regional Transportation Agency (SRTA) staff to ensure the Coordinated Plan Update not only satisfies state and federal requirements but also serves as a meaningful and enduring resource to improve regional mobility. This will be achieved by systematically exploring coordination opportunities and innovative approaches to sustaining and potentially expanding transportation services, dispatching, procurement, facilities, maintenance, training, and administration. The Coordinated Plan Update will therefore validate and review current transportation coordination efforts, as well as identify opportunities and challenges for enhancing coordination. As an ongoing effort, the monitoring and evaluation components of the Coordinated Plan Update create an opportunities for organizational learning at regional, state, and nation levels. The remainder of the scope of work details, by task, the work plan and schedule. It concludes with a summary Gantt chart illustrating key project components, personnel, and timeline.

Task One: Project Initiation and Management

An initial project meeting with SRTA will be used to establish and agree upon communication protocols, roles and responsibilities, expectations, and identify available background information. In addition to ensuring clarification of expected deliverables, progress reports, and invoicing procedures this meeting will also allow SRTA staff to provide an overview of current coordinated transportation developments in the area. In order to ensure these contextual frameworks are established as soon as possible, the CBPR will coordinate with SRTA to schedule this initial meeting on or as near as possible to the project's contract start date. As a result of this initial project meeting the CBPR will provide a detailed project management plan that includes the roles of the project manager and other project team members as well as a detailed project schedule that includes agreed upon project meeting dates. This task includes the CBPR providing monthly progress reports that summarize task progress and deliverables along with invoices for the duration of the project.

Task Two: Existing Conditions

The CBPR will review and compile existing transit, demographic, and economic data to inform the Plan. This review of conditions will establish current demand for transportation services as well as inventory the existing suppliers of transportation services. The CBPR will work with SRTA staff in developing three primary sub-components: 1) A demographic profile of the region and the users of transportation services; 2) An inventory of transportation services in the region; and 3) A geospatial analysis of the transportation infrastructure, disadvantaged populations in the region, and key destinations. The demographic profile will highlight the geographic distribution of the region's population and its relationship to transportation infrastructure. That profile of transportation infrastructure will be further developed through an inventory of transportation services.

Drawing on the public outreach activities of the project, Task 4, the CBPR will develop a draft survey that will be used to inventory transportation services agencies in Shasta County and the surrounding area. Once this template has been reviewed and approved by SRTA staff the survey collection phase will begin. Using a detailed database that will be compiled during development of the survey instrument, and enhanced with the Dun and Bradstreet establishment database, the CBPR will ensure all identified transportation service agencies in the area are requested to participate in the survey. After distributing the survey and making every effort to ensure participation, the survey results will be compiled into an updated inventory list that for SRTA.

Using available databases, and in partnership with SRTA staff, the CBPR will analyze the geospatial nature of disadvantaged populations and transportation infrastructure. This part of the analysis not only forms an important component of the review of existing conditions, but it is also an important input for developing the strategies to address those needs in Task 5 of the project. The geospatial analysis will then be combined with the review of conditions and the transportation inventory to form a Draft Summary Report on Existing Conditions for SRTA. After incorporating any comments from SRTA, the Summary Report on Existing Conditions will be integrated into the Updated Coordinated Plan in Task 6.

Task Three: Evaluation and Report on Former Plan Recommendations

In consultation with SRTA staff, the CBPR will undertake an evaluation of the *2007 Shasta County Coordinated Human Transportation Plan* recommendations. This review is a requirement of the Coordinated Plan update and will discuss whether projects and

recommendations in the 2007 Plan were completed; whether they should remain in the updated plan as is or with minor modifications; and whether they should be removed from update. Evaluating progress on the priority strategies and projects contained in the 2007 Coordinated Plan will be ongoing through many phases of the project. Initial evaluation will draw on consultations with SRTA staff. That will be augmented with the information developed in the analysis of existing conditions that will be conducted as Task 2. As further public outreach generates data from stakeholder interviews and surveys in Task 5, this information will get incorporated into the evaluation of progress. The evaluation will in turn provide an important input into the identification and prioritization of projects and strategies that will be undertaken in Task 5. The results of this review will be summarized in a progress report that will be integrated into the Updated Coordinated Plan in Task 6.

Task Four: Public Outreach

In consultation with SRTA staff, CBPR will develop a structured interview schedule that will be used to conduct interviews with stakeholders. Using a list of transportation stakeholders, developed with inputs from SRTA staff, CBPR will then conduct interviews with these stakeholders about service issues, shortfalls, and needs, as well as successes in the region. In parallel with the interviews, CBPR will plan a stakeholder workshop to allow stakeholder development and reflection on the coordinated plan update as well as current and previous transportation coordination efforts. In developing the work shop CBPR will draw on the work completed and in progress from Tasks 2 & 3 as well as the stakeholder interviews that will have largely been completed in advance of the workshop.

Once the interviews are completed CBPR will provide a summary report on the results. A separate report will also be provided on the stakeholder workshop. Together these reports will be the central inputs to the needs assessment and development of draft strategies and program goals and objectives that will be undertaken in Task 5. These reports will be used to further refine and update the review of progress in Task 3 and will be integrated in the Updated Coordinated Plan in Task 6.

Task Five: Identify Transportation Needs and Strategies and Prepare Implementation Plan

The identification of transportation needs and development of prioritized strategies and projects is a core focus of the project that will be accomplished through development of five sub-components: 1) A transportation needs assessment; 2) Transportation strategies and program goals and objectives; 3) A prioritized project list; 4) An implementation plan; and 5) a

monitoring and measuring methodology. The transportation needs assessment will draw on the needs identified from the review of existing conditions, Task 2, and the evaluation of progress on previous strategies and projects, Task 3. The needs assessment will focus on identifying currently underserved and highly dependent groups. It will also be drawn on to finalize the review of progress on the 2007 Coordinated Plan in Task3.

Building on findings from the needs assessment and inputs from the other tasks, the CBPR will work with SRTA staff to identify and develop strategies and program goals and objectives. Key to this sub-component will be a focus on addressing services, dispatching, procurement, facilities, maintenance, training, and administration coordination to avoid duplication and enhance cost-savings opportunities. Public and interagency outreach will be central to the development of these two sub-components. As detailed in Task 4, the CBPR will in consultation with SRTA staff conduct stakeholder interviews and a stakeholder workshop to identify transportation service issues, shortfalls, and needs, as well as successes in the region. These will be used to highlight the stakeholders' priorities for future strategies and projects as well as evaluate progress since the last coordinated plan.

Drawing on the first two sub-components, CBPR will work with SRTA staff to develop and refine a list of future projects and actions for the region, based on the program goals and objectives. Accompanying this list will be an implementation plan for priority projects and actions incorporating a low, medium and high priority evaluation ranking, and an estimated budget and recommended funding sources for highest priority projects. The implementation plan will examine traditional and eligible funding streams, as well as thoroughly examine ways to use greenhouse gas (GHG) emissions reduction funding (cap and trade) programs for the prioritized projects. As follow-up to investigating GHG reduction funding and the impetus to move to cleaner fuel fleets, the implementation plan will provide recommendations for the region to follow for a potential future fleet fuel conversion, including a prospective roll-out methodology and schedule. With prioritization and funding strategies identified, the CBPR will develop performance measures and monitoring methodology. These sub-components will generate the final key inputs to the consolidated into the Updated Coordinated Plan in Task 6.

Task Six: Updated Coordinated Transportation Plan

The first phase in development of the consolidated Updated Coordinated Plan will be development of the Administrative Draft Updated Coordinated Plan. The CBPR will draw on inputs from Task 2 -5 to prepare the Administrative Draft for review by SRTA staff. After

incorporating comments on the Administrative Draft Plan from SRTA staff, a Draft Updated Coordinated Plan will be released for public comment. The Draft Updated Coordinated Plan will then be the focus of a public SSTAC Workshop in March 2016 where stakeholder comments will be sought. In consultation with SRTA staff, the comments and discussions from the SSTAC Workshop will then in consultation with SRTA staff be incorporated into the Final Updated Coordinated Plan.

Task Seven: Final Presentation

The CBPR will prepare a draft presentation on the Final Updated Coordinated Plan for SRTA staff to review two weeks before presenting to the SSTAC and SRTA Board of Directors in April 2016.

Task Eight: Final Deliverables

Following the CBPR's presentation to the SSTAC and SRTA Board of Directors in April 2016, it will provide electronic copies of all deliverables, including data and support files, to SRTA in formats acceptable to SRTA. It will also print twenty-five bound copies of the Final Updated Coordinated Plan and deliver them to the SRTA office along with one unbound copy-ready copy of the Plan.

Appendix A - Schedule for updating the 2007 Shasta County Coordinated Human Transportation Plan

Project Calendar Months:		Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16		
Task 1: Project Initiation & Management		Sub-tasks:							Deliverables	Key Personnel
Project "Kick-Off" Meeting and Launch		1.1	C						Kick-off meeting, schedule of project meetings, and project management plan	TP/JN/NA
Progress Reports & Invoices		1.2	X	X	X	X	X	C	Progress reports & invoices	TP
Task 2: Existing Conditions		Sub-tasks:								
Review/compile existing transit, demographic, and economic conditions information/data needed for the Plan		2.1	X	C					Review Synopsis	NA/JN
Develop and distribute an inventory survey		2.2	X	C					Draft Inventory Survey	NA/JN
Collect and summarize inventory survey		2.3		C					Survey Results & Updated Inventory	NA/JN
Analysis of transportation disadvantaged populations		2.4		X	C				Survey Summary & Demographic Profile	NA
Task 3: Evaluation of Former Plan Recommendations		Sub-tasks:								
Evaluate and report on progress vis a vis 2007 SCCHTP Recommendations		3.1	X	X	X	X	C		2007 SCCHTP Progress Report	NA/JN
Task 4: Public Outreach		Sub-tasks:								
Develop stakeholder structured interview schedule for stakeholders		4.1	X	C					Draft Stakeholder Survey	NA/TP
Collect and summarize structured stakeholder interviews		4.2		X					Stakeholder Survey Summary	NA/JN
Develop and conduct project development workshop		4.3		X	C				Project Workshop	NA/TP
Summarize service provider workshop (Task 4.3) & identify key comments and ideas		4.4			X	C			Workshop Report	NA/TP

Key: X = ongoing; C = completion. Key Personnel: JM = Jeffrey Michael; JN = Jesse Neumann; NA = Nahila Ahsan; TP = Thomas Pogue.

Appendix A - Schedule for updating the 2007 Shasta County Coordinated Human Transportation Plan (continued)

Project Calendar Months:	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	
Task 5: Identify Transportation Needs and Strategies	Sub-tasks:							
Prepare an assessment of transportation needs	5.1	X	X	X	C			NA/JN
Develop strategies and program goals and objectives	5.2		X	X	C			NA/JN/TP
Develop a project list based on G&O (Task 5.2)	5.3				X	X	C	JM/JN/NA/TP
Develop an implementation plan	5.4				X	X	C	TP/NA
Develop performance measures & monitoring methodology	5.5				X	X	C	TP/NA
Task 6: Updated Coordinated Transportation Plan	Sub-tasks:							
Prepare Updated Coordinated Plan incorporating staff, public and stakeholder inputs	6.1				X	X	C	JM/JN/NA/TP
Task 7: Final Presentation	Sub-tasks:							
Present final report and recommendations	7.1						C	NA/TP
Task 8: Final Deliverables	Sub-tasks:							
Report and Project Deliverables provided to SRTA	8.1						C	NA/TP

Key: X = ongoing; C = completion. Key Personnel: JM = Jeffrey Michael; JN = Jesse Neumann; NA = Nahila Ahsan; TP = Thomas Pogue.

Attachment B

BUDGET

		Task 1	Task 2	Task 3		Task 4	Task 5	Task 6	Task 7	Task 8	
		Prt Initiation & Mngmt		Evaluation of Former Plan		Identifying Transportation Needs & Strategies		Updated Coordinated Transportation Plan		Final Deliverables	
		Existing Conditions		Recommendations		Public Outreach		AMOUNT-HOURS		AMOUNT-HOURS	
		AMOUNT	HOURS	AMOUNT-HOURS	AMOUNT-HOURS	AMOUNT-HOURS	AMOUNT-HOURS	AMOUNT-HOURS	AMOUNT-HOURS	AMOUNT-HOURS	AMOUNT-HOURS
		RATE-HOURS	AMOUNT	AMOUNT-HOURS	AMOUNT-HOURS	AMOUNT-HOURS	AMOUNT-HOURS	AMOUNT-HOURS	AMOUNT-HOURS	AMOUNT-HOURS	AMOUNT-HOURS
NAME	Date of Estimate: September 14, 2015	Project Responsibility									
J. Michael		Data Collection & Analyst	\$180.00	0	\$0	0	\$0	8	\$1,440	8	\$960
T. Pogue		Prt Mngmt	\$120.00	14	\$0	0	\$0	8	\$960	8	\$960
N. Ansan		Stakeholders & Research	\$75.00	4	\$300	40	\$3,000	38	\$2,850	45	\$3,375
J. Neumann		Data Collection & Analyst	\$75.00	4	\$300	8	\$600	0	\$0	10	\$750
Project Interns		Various	\$30.00	0	\$0	29	\$860	0	\$0	30	\$900
SUB-TOTAL SALARY				22	\$2,300	57	\$2,960	40	\$3,000	86	\$3,500
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8		
OTHER DIRECT COSTS:											
Travel		\$200				\$450	\$400			\$1,450	
Outreach Advertising & Promotion					\$300					\$300	
Survey & Workshop Costs			\$300			\$450				\$750	
Sub-contracted Printing & Mailing Costs			\$240			\$800				\$1,600	
TOTAL ODC's		\$200	\$540	\$0	\$2,000	\$0	\$400	\$400	\$560	\$4,100	
TOTAL TIME AND MATERIAL ESTIMATE		22	\$2,500	57	\$3,500	40	\$3,000	86	\$7,500	71	\$6,500
								39	\$4,500	14	\$1,700
								2	\$800	330	\$30,000

Maximum Compensation: \$30,000

Attachment C

CPG Subrecipient Responsibilities for DBE include:

- Participation in the race neutral DBE Program when contracting/awarding to subrecipients or planning consultants involving any fraction of federal CPG funds.
- Participation in the race neutral DBE Program even if subrecipients have not contracted out work to sub-recipients or consultants. They must also complete, sign and turn in the FTA DBE Uniform Report form, showing zero dollars. This information will provide necessary data for the federally mandated Caltrans DBE disparity study.
- Completion of the FTA DBE Uniform Report form twice a year: April 1st and October 1st. The DBE Uniform Report shows the federal dollar amount provided through contract/s as well as DBE participation in these contracts. This information will provide necessary data for the federally mandated Caltrans DBE disparity study and reporting to the FTA. The completed forms are sent to the appropriate HQ ORIP Liaison.
- Development and implementation of a DBE Program following the Caltrans DBE Program Plan, pursuant to the Master Fund Transfer Agreement, Article IV, Section 2. This Plan formally acknowledges the statutory and/or regulatory requirements with its race-neutral measures, and their commitment to comply with all the prescribed responsibilities explained herein.
- Development and maintenance of a Bidder's List, consisting of information about all DBE and non-DBE firms that bid or quote on CPG-assisted contracts. The Bidder's List includes the name, address, DBE/non-DBE status, age and annual gross receipts of firms.
- Inclusion of the following clause is required, verbatim, in each CPG-assisted contract:
 - The contractor 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 United States Department of Transportation-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 recipient deems appropriate.
- Inclusion of contractual language specifying prompt payment clauses are required in the foregoing provisions. These prompt payment clauses benefit all subcontractors equally.

- **Prompt Progress Payment to Subcontractors**—A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- **Prompt Payment of Withheld Funds to Subcontractors**—The MPO, RTPA or local government entity shall include either (1), (2), or (3) of the following provisions in their CPG-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.
 - 1) No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
 - 2) No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject

the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

- 3) The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.