

SUB-RECIPIENT COOPERATIVE AGREEMENT
between
SHASTA REGIONAL TRANSPORTATION AGENCY
and

THIS AGREEMENT is entered into effective _____ between the _____ (hereinafter referred to as Sub-recipient) and the Shasta Regional Transportation Agency (hereinafter referred to as SRTA).

RECITALS

WHEREAS, the Sub-recipient is a sub-recipient of state and federal planning funds programmed in SRTA's annual Overall Work Program (OWP), administered by and through SRTA. The SRTA annual OWP is part of an agreement with the State of California Department of Transportation (State or Caltrans), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA). Together, the OWP, the OWPA and MFTA set forth the terms and conditions under which these funds are to be expended by SRTA and its Sub-recipients.

WHEREAS, for other funds not covered under the OWPA and MFTA terms referenced and set forth under this AGREEMENT, the Sub-recipient shall be beholden to the terms of this AGREEMENT, unless superseded in the other funds grant agreement(s) signed by SRTA. Funding agencies that provide monies which are not included in the OWPA and MFTA sometimes have their own controls which may not be included herein. For non-OWPA and non-MFTA funds, the other funds grant agreement(s) shall have precedence in the event of contrary instruction/requirement. Copy of said other funds grant agreement will be provided by SRTA to the Sub-recipient. Other funds not subsumed under the OWPA and MFTA terms referenced and set forth under this AGREEMENT will also be incorporated into SRTA's annual OWP.

WHEREAS, SRTA and the Sub-recipient intend to coordinate development of the annual SRTA OWP, with final OWP approval by SRTA; and

WHEREAS, SRTA and the Sub-recipient intend to cooperate to ensure the timely development, adoption and implementation of integrated comprehensive regional plans and policies, as set forth by federal and state requirements; and

WHEREAS, SRTA and the Sub-recipient intend to cooperate to ensure continual satisfactory compliance with applicable federal and state laws and planning and management guidelines; and

WHEREAS, SRTA and the Sub-recipient intend to ensure their respective cost accounting systems meet federal and state regional planning fund requirements; and

WHEREAS, SRTA and the Sub-recipient intend to improve accountability of persons carrying out the duties prescribed in this AGREEMENT, and reduce delays associated with the billing process.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Agreement with the Sub-recipient and Amendments

- a. This AGREEMENT constitutes an annual arrangement between the Sub-recipient and SRTA, and may be amended by mutual written agreement and is subject to annual renewal.
- b. This AGREEMENT includes appendices, "Sub-recipient Scope of Work" (Appendix A), "Sub-recipient Budget" (Appendix B), and "Sample Sub-recipient Invoice" (Appendix C) hereinafter referred to as Appendices A, B, and C, respectively, attached hereto and incorporated herein by this reference.
- c. This AGREEMENT includes, only as applicable, "Special Conditions" (Appendix D) hereinafter referred to as Appendix D, attached hereto. This Appendix D will be used to outline requirements for other funds not subsumed under the OWPA and MFTA set forth under this AGREEMENT.
- d. SRTA's maximum payment obligation to the Sub-recipient is limited to those funds identified in Appendix B.

2. Scope of Sub-recipient Responsibilities

- a. SRTA shall engage the Sub-recipient and the Sub-recipient shall be responsible for the complete performance of the work described in Appendix A, including the grant-funded, local, and in-kind match work, in accordance with the budget constraints described in Appendix B as reflected in the adopted Overall Work Program.
- b. In accordance with Title 49, CFR, Part 18, Sections 18.36 and 37 and state laws and procedures, Sub-recipient contracts for work identified in attached Appendix A under "Consultant Work" 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. Sub-recipient must also include the respective SRTA project manager in selection processes for subcontracting work identified in Appendix A.
- c. The Sub-recipient Project Manager shall coordinate all work described in Appendix A with the SRTA Project Manager identified under each project listed in Appendix B. SRTA shall not be obligated to make payments to the Sub-recipient until the Sub-recipient Project Manager has carried out the responsibilities described herein and in compliance with Sections 6 through 8 of this AGREEMENT.
- d. Sub-recipient shall maintain an oversight structure and process at its governing board level. This oversight may be in the form of an existing or new committee, such as a Budget and Personnel Committee, Audit Committee or Finance Committee to oversee compliance with the applicable federal and state regulations cited herein.

3. Personnel

Personnel hired by the Sub-recipient to perform the work described in Appendix A shall be hired consistent with Sections 8, 10, 11, 12, and 13 of this AGREEMENT.

4. Time of Performance

The services provided pursuant to this AGREEMENT shall begin upon issuance of a Notice to Proceed by SRTA to the Sub-recipient and shall continue until completion, but not later than June 30 of each year. The Notice to Proceed shall be issued upon receipt of final federal approval of the Overall Work Program (OWP) or, alternatively, annual SRTA Board of Directors approval of the OWP only in those instances that the Sub-recipient funds are not subject to the OWPA and MFTA.

5. Materials to be Furnished to the Sub-recipient

- a. SRTA shall provide the Sub-recipient with a right to use (without charge by SRTA) information, data, reports, records, and maps which are in the possession of or readily available to SRTA, for the purposes of carrying out work under this AGREEMENT. However, SRTA's proprietary information or otherwise confidential or privileged materials shall not be provided to the Sub-recipient, unless authorized by SRTA's legal counsel.
- b. At the option of SRTA and if allowable under federal and state grant requirements, SRTA may procure equipment, software, or other materials for use by the Sub-recipient, only for purposes of carrying out work described under this AGREEMENT. The Sub-recipient agrees to comply with all license agreements for software or other materials procured by SRTA for use by the Sub-recipient.
- c. All equipment, software, or other materials provided to the Sub-recipient under this AGREEMENT shall remain the property of SRTA and shall be returned to SRTA upon project completion or termination.

6. Invoices and Progress Reports

- a. In performing the work described in Appendix A, the Sub-recipient may incur only the costs authorized by Appendix B. Said costs shall comply with Sections 8 and 9 of this AGREEMENT. The Sub-recipient shall submit to SRTA, not more frequently than every month, but at least quarterly, each requisition for payment (Invoice) accompanied by a narrative progress report with deliverables, as identified in Appendix A.
- b. The Sub-recipient shall submit the following relative to an Invoice:
 - i. An invoice with supporting documentation (including receipts for purchases of items \$100.00 or greater), including but not limited to reports from the accounting system that support the costs claimed, in accordance with the Appendix C.

- ii. A progress report that, in narrative form, describes progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Appendix A; and
 - iii. Upon request of SRTA, additional information or documentation to support the costs contained in the Invoice.
 - c. The Sub-recipient shall submit an invoice to SRTA, no later than twenty (20) days after the close of each quarter, describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Appendix A.
 - d. For travel and subsistence (per diem) expenses of Sub-recipient and its contractors, 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 Sub-recipient are in excess of DPA rates, SRTA will not reimburse those amounts in excess of the DPA rates.
 - e. In the submittal of invoices the Sub-recipient shall provide hard copies of all completed products and/or deliverables to the assigned SRTA Project Manager, and a commonly used electronic format, as referenced in Section 9 of this AGREEMENT.
 - f. Year-end Invoices and supporting documentation shall be received by SRTA on or before July 31st of each fiscal year. Invoices received by SRTA after July 31st for the preceding fiscal year shall not be paid.
 - g. Payment of Sub-recipient Invoices is contingent upon receipt by SRTA of the above documentation provided by the Sub-recipient, consistent with Sections 7 through 9 of this AGREEMENT. Payment to the Sub-recipient is further contingent upon SRTA's determination that the performance of the Sub-recipient meets federal, state and SRTA standards. Sub-recipient invoices shall be reviewed and submitted for payment by SRTA within thirty (30) days of receipt. Delays or non-receipt of SRTA funds may be passed on to the Sub-recipient by SRTA if reimbursement is not timely and/or does not occur.
 - h. Deadlines described in Sections 6c and 6e may be waived if mutually agreed to by SRTA and the Sub-recipient.
 - i. The Sub-recipient shall not be entitled to reimbursement of indirect costs unless a copy of a Caltrans-approved, indirect cost allocation plan has been received by SRTA prior to submittal of the first invoice from the Sub-recipient.
7. Non-Federal Match
- a. The Sub-recipient shall provide the required cash and/or in-kind match in accordance with Appendix B, along with Local Match Reports provided in a format consistent with Appendix C.

Local Match Reports may be provided to SRTA by the Sub-recipient and/or local public agency(ies) within the Sub-recipient. However, it remains the responsibility of the Sub-recipient to ensure SRTA receives the Cash and/or In-Kind Match Reports and documentation in accordance with the requirements described in subsection b and c below.

- b. Cash Match Reports shall be submitted with invoices approved by the Sub-recipient Executive Director, City Manager, General Manager or his/her designee. Cash Match Reports shall include the following information: 1) the name of the Sub-recipient; 2) applicable OWP Work Element; 3) amount of the match and the non-federal source of the matching funds; and 4) statement that the source of funds are non-federal accompanied by an authorized signature of the Sub-recipient providing the match.
- c. In-Kind Match Reports shall be submitted with invoices approved by the Sub-recipient Executive Director, City Manager, General Manager or his/her designee. In-Kind Match Reports shall include the following information: 1) the name of the Sub-recipient and/or local public agency within the Sub-recipient; 2) applicable OWP work element number; 3) description of services performed; 4) period of the service performed; 5) employee name; 6) actual pay rate; 7) total hours worked; 8) fringe benefit rate; 9) indirect cost rate (if the rate is approved as part of an indirect cost plan submitted in accordance with Section 6 above); 10) total cost incurred; and 11) a statement that costs were funded with non-federal local funds accompanied by an authorized signature of the Sub-recipient and/or local agency(ies) providing the match. The Sub-recipient shall also provide additional information or documentation relative to the Match Reports upon the request of SRTA.

8. Cost Principles

- a. Sub-recipient agrees to be bound by and shall require its Consultants and/or Contractors to comply with the following:
 - i. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be used to determine the allowability of individual project cost items; and
 - ii. The federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
- b. Any costs for which the Sub-recipient receives payment or credit that is determined by a subsequent audit or other review by either SRTA, Caltrans, or other state or federal authorities to be unallowable under, but not limited to, 2 CFR Part 200; 48 CFR Chapter 1, Part 31; or 49CFR, Part 18, shall be repaid by Sub-recipient within thirty (30) days of the Sub-recipient receiving notice of audit findings.

- c. All costs charged to this AGREEMENT by the Sub-recipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, time records, and invoices and vouchers evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in paragraph 8a of this AGREEMENT.
- d. All reports and documents produced under this AGREEMENT using federal transportation funds shall include the following statement:

"The preparation of the report was financed in part through grants from the United States Department of Transportation (DOT) as facilitated by the Metropolitan Planning Organization, the Shasta Regional Transportation Agency. Additional financial assistance was provided by the California State Department of Transportation."

Alternatively, for other funds not subsumed under the OWPA and MFTA set forth under this AGREEMENT, Sub-recipient should use the above wording, referencing the applicable federal and/or state funding agency per the other funds grant agreement.

- e. The Sub-recipient agrees to furnish documentation to SRTA to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

9. Written and Electronic Versions of Work Products and Related Materials

- a. The Sub-recipient shall provide copies of all of its deliverables, as well as support data created pursuant to the Scope of Work, to SRTA in electronic format. Hard copies will also be provided upon SRTA request. Related materials, including any reports, newsletters, or other written materials, will also be provided in hard copy and/or electronic format, upon SRTA request.
- b. Any graphics or images accompanying the text of these written materials shall be included in the electronic version, in a format (e.g. JPEG, BMP, or PNG) requested by SRTA staff. The quality of the images will be a minimum 300-600 DPI resolution, typically a 3MB or more file size.
- c. The electronic versions of all written materials, data files, and accompanying graphics or images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.
- d. Materials in the electronic version shall be presented to SRTA in a medium pre-approved in writing by the SRTA Project Manager. For reports this would typically be in Microsoft Word and Adobe Acrobat formats.
- e. SRTA shall be free to copyright material developed under this AGREEMENT. The applicable federal and/or state funding agency may reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products

funded under this AGREEMENT for government purpose.

10. Records Retention and Audits

- a. The Sub-recipient shall maintain, and shall require that its Contractor maintain, all source documents, books, and records connected with their performance of work initiated under this AGREEMENT and each annual SRTA OWP for a minimum of three (3) years from the date of final payment to Sub-recipient, or until audit resolution is achieved for each annual SRTA OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of SRTA, the state, the Bureau of State Audits, or the federal government upon request. Copies will be made and furnished by SRTA upon request, at no cost to SRTA.
- b. The Sub-recipient shall establish and maintain, and shall require that its Contractor establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subcontractors, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- c. The Sub-recipient agrees to include all costs associated with this AGREEMENT and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Sub-recipient in compliance with Office of Management and Budget Circular A- 133.
- d. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, Sub-recipient and its contractors 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 subconsultants shall furnish copies thereof if requested.
- e. Neither the pendency of a dispute nor its consideration by SRTA or the state will excuse the Sub-recipient from full and timely performance in accordance with the terms of this AGREEMENT.

- f. The Sub-recipient agrees to furnish documentation to SRTA to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

11. Certifications and Assurances

- a. The Sub-recipient 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 Sub-recipient to the same extent as SRTA and may include, but are not limited to:
 - i. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
 - ii. 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.
 - iii. 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;
 - iv. 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;
 - v. 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;
 - vi. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
 - vii. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - viii. 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;
 - ix. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
 - x. 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 Sub-recipient 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 Sub-recipient to the same extent as SRTA, including but not limited to the following areas:

- i. Authority of Applicant and its Representatives;
 - ii. Standard Assurances;
 - iii. Intergovernmental Review Assurance;
 - iv. Suspension and Debarment Certification;
 - v. U.S. OMB Assurances in SF-424B and SF-424D.
- c. The Sub-recipient shall additionally comply with Federal and State Lobbying Activities Certification:
- i. By signing this AGREEMENT, the Sub-recipient 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 Sub-recipient, 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.
 - ii. 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 Sub-recipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.
 - iii. 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 fail 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. The Sub-recipient shall further require its Contractor(s) to comply with these Certifications. The Sub-recipient agrees to furnish documentation to SRTA to support this requirement that all of its agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

12. Equal Employment Opportunity/Nondiscrimination

FY 2014/15 Sub-recipient Cooperative Agreement – _____

- a. In the performance of work undertaken pursuant to this AGREEMENT, the Sub-recipient for itself, its assignees, and successors in interest, shall affirmatively require that its employees and Contractor 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 Sub-recipient shall ensure that the evaluation and treatment of their employees and applicants for employment, as well as their contractors, are free from such discrimination and harassment. The Sub-recipient 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 Sub-recipient 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 Sub-recipient'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:
 - i. Withholding of payments to the Sub-recipient under this AGREEMENT until the Sub-recipient complies; and/or
 - ii. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- d. Sub-recipient 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 Sub-recipient shall include the provisions of this Section in every agreement with its contractor(s). The Sub-recipient 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.

13. Conflict of Interest

The Sub-recipient and its officers, employees, and agents (including a Contractor) that perform work under this AGREEMENT shall comply with federal and state conflict of interest laws, regulations and policies, and applicable provisions of SRTA's Conflict of Interest Policy.

14. Independent Contractor

The Sub-recipient and its officers, employees, and agents shall be independent contractors in the performance of this AGREEMENT.

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 Sub-recipient, its employees, and its 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. The Sub-recipient shall, as required by 49 CFR part 26, include the language in Appendix E into all contracts funded in whole or in part with funds authorized in this agreement.

16. Disputes

- a. Should either party to this AGREEMENT bring legal action against the other (formal judicial proceeding, mediation or arbitration), the case shall be handled in Shasta County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator, or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
- b. Neither the pendency of a dispute nor its consideration by SRTA or the state will excuse the Sub-recipient from full and timely performance in accordance with the terms of this AGREEMENT.

17. Hold Harmless.

- a. Sub-recipient shall defend, indemnify and hold SRTA, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sub-recipient, its officers, agents or employees.
- b. SRTA shall defend, indemnify and hold Sub-recipient, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of

the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SRTA, its officers, agents or employees.

- c. The Sub-recipient further agrees to reimburse SRTA for claims, demands, costs or liability associated with the incomplete performance of work contained in Appendix A, in the event that the Sub-recipient terminates this AGREEMENT in accordance with Section 20.a. herein.

18. Noncompliance

In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this AGREEMENT, this AGREEMENT may be terminated.

19. Termination of Agreement

- a. Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the AGREEMENT shall be returned to SRTA at its option. The Sub-recipient shall return at the option of SRTA, all equipment, software, or other materials provided to the Sub-recipient under this AGREEMENT. If this AGREEMENT is terminated by SRTA, as provided herein, the Sub-recipient shall be reimbursed for expenses incurred prior to the termination date, in accordance with Section 6 through 8 of this AGREEMENT.
- b. Termination for Cause: If through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the Sub-recipient violates any of the covenants, agreements, or stipulations of this AGREEMENT, SRTA shall thereupon have the right to terminate the AGREEMENT by giving not less than ten (10) calendar days written notice to the Sub-recipient of the intent to terminate and specifying the effective date thereof. SRTA shall provide a reasonable opportunity for the Sub-recipient to cure prior to termination. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Sub-recipient under this AGREEMENT shall be provided to SRTA. At the option of SRTA, the Sub-recipient shall return all equipment, software, or other materials provided to the Sub-recipient under this AGREEMENT. The Sub-recipient shall be entitled to receive compensation for all work satisfactorily completed, in SRTA's judgment, in accordance with Appendix A prior to the effective date of termination.

20. Environmental, Resource Conservation, and Energy Requirements

The Sub-recipient recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. The Sub-recipient agrees to adhere to any such federal and state requirements.

21. Notice

Any notice or notices required or permitted to be given pursuant to this AGREEMENT may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Shasta Regional Transportation Agency
Attn: Daniel S. Little, AICP, Executive Director
1255 East Street, Suite 202
Redding, CA 96001

Sub-recipient: _____

Attn: Name, Title: _____

Address: _____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first herein written above:

Shasta Regional Transportation Agency:

—

Daniel S. Little, AICP, Executive Director

Date: _____

Sub-recipient:

John Kenny, SRTA Legal Counsel

Date: _____

Duly authorized Sub-recipient signatory

Date: _____

Sub-recipient Legal Counsel

Date: _____

Appendix E

CPG Sub-Recipient Responsibilities for DBE Include:

- Participation in the race neutral DBE Program when contracting/awarding to sub-recipients or planning consultants involving any fraction of federal CPG funds.
- Participation in the race neutral DBE Program even if sub-recipients 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 Caltrans Headquarters, Office of Regional and Interagency Planning 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.

- o **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 subcontractors.
- 2) No retainage will be held by the agency from progress payments due to 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.