

# Mobility Management Program

## Request for Proposal



Prepared by:



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*Attachment A – Mobility Management program- Job Descriptions*

*Attachment B – Sample Contract*

*Attachment C – Exhibit 10-I Notice to Proposers DBE Information*

## **I. Background**

### **A. Area Profile**

Lake County lies within the coastal range of mountains approximately 100 miles north of San Francisco and 35 miles east of the Pacific Ocean. It is bounded by Mendocino County on the west, Sonoma and Napa Counties to the south, and Yolo, Colusa and Glenn Counties on the east. State Highway 20 connects the area with both U.S. 101 and Interstate 5. The County's most prominent geographical feature is Clear Lake, which covers approximately five percent of the County's land area. Portions of Lake County include public lands managed by the Department of Forestry, Bureau of Land Management, State Parks Department and other agencies. The largest income producing industries are agriculture, tourism, and geothermal development located in the mountainous terrain in the southwestern portion of the county.

The California Department of Finance estimated Lake County's population at 64,306 as of January 1, 2016. This includes a population of 44,073 within the unincorporated area of the County, 4,765 within the City of Lakeport, and 15,468 within the City of Clearlake. The population increases during the summer months with the influx of tourists as well as seasonal residents and employees. It is estimated that 20 to 25 percent of the existing houses in the County are second/vacation homes and are occupied for only part of the year. There are seven tribes in Lake County of which five have land and four have established casinos.

Lake Transit is the sole public transit agency providing fixed route service in the region and Dial-a-Ride service in the communities of Clearlake and Lakeport, with inter-regional service to neighboring Napa and Mendocino Counties. Lake Transit is also the designated Consolidated Transportation Services Agency (CTSA) for Lake County.

### **B. Organization and Management**

Transportation planning in Lake County is the responsibility of the Lake Area Planning Council (APC), the designated Regional Transportation Planning Agency (RTPA). Established in 1972, the Lake APC operates under a Joint Powers Agreement between local jurisdictions within the region. Three committees serve to advise the Lake APC. These are the Policy Advisory Committee (PAC), the Technical Advisory Committee (TAC), and the Social Services Transportation Advisory Council (SSTAC). The SSTAC was established in 1987 to assist the Lake APC in identifying transit needs that may be reasonable to meet by providing new or specialized public transportation services, or by expanding existing services. Lake Transit is an active member of the SSTAC.

The Lake Transit Authority (LTA) was formed in 1996 through a Joint Powers Agreement between the County of Lake and the two incorporated cities of Clearlake and Lakeport. Decision making authority lies with the LTA Board of Directors, which is made up of Lake APC Board members acting in a separate role, while the transit system is managed and operated under contract. Day-to-day operations and maintenance have been performed by Paratransit Services, Inc. since 2007. The management structure of Lake Transit is a unique arrangement with the Transit Manager hired as an independent contractor serving under the LTA Executive Director.

The Transit Manager contract is a continuously renewable agreement that has been awarded on a year-to-year basis since it was competitively procured in 1996.

The Consolidated Transportation Services Agency (CTSA) was established as a result of the 1979 Social Service Transportation Improvement Act to promote the coordination or consolidation of social service transportation services as a way of increasing transportation options for seniors, individuals with disabilities and persons with low incomes. Typical duties of the CTSA include administering non-emergency medical trips, coordinating transportation options with local hospitals such as Sutter Health Lakeside (North Lakeport) and Adventist Health (Clearlake) and managing a volunteer driver program for seniors as well as disabled and low-income individuals. Currently, CTSA responsibilities are handled by LTA.

## **II. Project Description**

### **A. Project**

The subject project involves two positions to run the Mobility Management program. The primary role is that of the Mobility Programs Coordinator. This position is full-time and is responsible for further developing Non-Emergency Medical Transportation (NEMT) and other specialized transportation services in coordination with public, private for-profit and non-profit transportation providers, social services agencies, medical providers and the contractor operating the Lake Transit fixed-route and Dial-a-Ride services (currently Paratransit Services, Inc.). The Administrative Assistant would start as a part-time position and would be responsible for dispatching and administrative duties such as taking calls requesting transportation information, providing first level responses, processing bills, monthly reporting, enrolling new clients, screening drivers and maintaining program files and databases.

### **B. Purpose**

The Consolidated Transportation Services Agency (CTSA) is seeking qualified applicants to manage the Mobility Management program. The goal of the Mobility Management program is to provide NEMT trips to seniors, people with disabilities and those whose low-income status creates barriers to mobility and access to healthcare- all critical needs identified in both the Coordinated Plan and the Lake County NEMT Plan. Program objectives include: efficient use of available transportation resources, increased access to services for target populations, strong relationships with project partners and effective tracking and reporting of trips provided to measure performance. Current and potential project partners include People Services, Inc., Adventist Health Clearlake, Lake County Tribal Health Clinic and county senior centers. Additional project partners will be identified and developed by the Mobility Programs Coordinator to establish a network of transportation service providers and/or coordinating services to the target populations.

Operating funds have been obtained through federal grants to help fund the transportation services that will be coordinated by the Mobility Management program. Transportation services are provided by the CTSA in partnership with social services organizations and include a combination of door-to-door shuttle, volunteer driver and extended Dial-a-Ride services with the goal of providing the most cost-effective trip to meet the mobility needs of the customer.

## **III. Scope of Work**

The contractor shall, subject to approval of the CTSA, provide the services of a Mobility Programs Coordinator and an Administrative Assistant, who shall perform tasks as described in the Mobility Management job description (Attachment A).

#### **IV. Proposal Requirements**

Each proposal shall contain at a minimum:

##### **A. Identification of Prospective Contractor**

The proposal shall include the name of the individual or firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired.

##### **B. Management**

Contractor shall designate and provide the services of a full-time Mobility Programs Coordinator and a part-time Administrative Assistant as described in ATTACHMENT A - MOBILITY MANAGEMENT PROGRAM. The designated positions shall be subject to the approval of the Consolidated Transportation Services Agency (Lake Transit Authority).

##### **C. Resume**

The prospective contractor shall provide a resume for both the Mobility Programs Coordinator and the Administrative Assistant positions. The selected contractor shall not cause the substitution of the Mobility Programs Coordinator position without prior approval of the Lake Transit Authority.

##### **D. References**

The prospective contractor shall provide names, addresses, and telephone numbers for at least three clients for whom the prospective contractor has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

##### **E. Methodology**

The prospective contractor shall describe the overall approach to the project, specific techniques that will be used, and specific administrative and operations management expertise that will be employed.

##### **F. Schedule of Tasks**

The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work and timeframe for each task. The schedule shall be consistent with the Mobility Management program summary (Attachment A).

##### **G. Budget**

The prospective contractor shall provide a firm-fixed monthly price rate and a detailed budget that provides annual salary and benefit information. The budget shall include the salaries, fringe benefit costs, overhead costs, and direct costs (auto expenses, office expenses, and other direct costs). The Lake Transit Authority will provide office space, desk, phone, internet and wi-fi services at the Lake Transit Authority operations center in Lower Lake, California. Expenses for marketing materials for the program will be paid by LTA. As discussed under sections V. *Contract Arrangements* and VI. *G. Funding*, this project is subject to State and federal rules and procedures regarding contracting.

**H. Signature**

The proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The letter accompanying the technical proposal shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the contract.

**V. Contract Arrangements**

**A. Response Review**

Each response will be reviewed to determine if it meets the requirements contained in Section IV. Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal.

The Lake Transit Authority may reject any proposal if it is conditional, incomplete, or contains irregularities. The Lake Transit Authority may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals documents or excuse the respondent from full compliance with the contract requirements if the proposer is awarded the contract.

**B. Response Evaluation**

Responses will be evaluated according to how well individual criteria have been met. In certain cases, follow up interviews may be requested prior to selection. In the event of an interview, a separate score (from 1-10) will be used to rank oral responses, which will be judged according to project understanding and approach. Overall, evaluation will focus on the comprehensive nature of the proposal (thoroughness of responses, knowledge of local conditions, etc.) and will be based on the following criteria:

| <u>Criterion</u>  | <u>Weight</u> |
|---|---------------|
| 1. Approach to tasks and duties (scope)                   | 30%           |
| 2. Cost of proposal, including budget/resource allocation | 30%           |
| 3. Experience relevant to tasks and duties                | 20%           |
| 4. Qualifications, Education and training                 | 10%           |
| 5. General Experience                                     | 10%           |

**C. Contract Award**

A contract will be negotiated with the individual or firm determined in the evaluation process to be best suited to perform this project. The Lake Transit Authority is expected to award a contract by **July 6, 2018**.

If a contract cannot be negotiated with the individual or firm submitting the highest rated response which is in the best interests of the Lake Transit Authority, then staff shall commence the negotiation process with the individual or firm submitting the second highest rated response. The contract will include all State and/or federal requirements that “flow down” from the grant. An example of language that may be included in a contract is attached as Attachment B.

**VI. General Information**

**A. Proposal Submittal**

Responses must be received by no later than **4:00 p.m. on June 8, 2018**. Five (5) bound copies of the response and one (1) electronic copy on CD or flash drive shall be furnished. Responses may be either mailed or hand delivered to:

Lisa Davey-Bates, Executive Director  
Lake Transit Authority  
367 N. State St, Ste. 204  
Ukiah, CA 95482

**B. Late Submittals**

Responses received after the specified time will not be considered and will be returned, unopened, to the respondent.

**C. Modification or Withdrawal of Responses**

Any response received prior to the date and time specified above for receipt of responses may be withdrawn or modified by written request of the proposer. To be considered, however, the modified response must be received by the date and time specified above.

**D. Schedule**

The schedule of activities related to this contract is as follows:

| <u>Activity</u>                     | <u>Date</u>          |
|-------------------------------------|----------------------|
| RFP Mail-out                        | <u>May 4, 2018</u>   |
| Written Question Submittal Deadline | <u>May 18, 2018</u>  |
| Proposal Submittal Deadline         | <u>June 8, 2018</u>  |
| Interview (if needed)               | <u>June 22, 2018</u> |
| Tentative Contract Award            | <u>June 25, 2018</u> |
| Tentative Contract Effective Date   | <u>July 6, 2018</u>  |

**E. Property Rights**

Responses received within the prescribed deadline become the property of the Lake Transit Authority and all rights to the contents therein become those of the Lake Transit Authority.

**F. Amendments to Request for Proposals**

The Lake Transit Authority reserves the right to amend the Request for Proposals by addendum prior to the final date of response submission.

**G. Funding**

Use of federal funds requires that federal rules and procedures associated with contracting will be observed. Rules and procedures dictated by Caltrans regarding per diem rates, reimbursement levels for lodging, meals, and travel also apply to this project.

**H. Non-commitment of the Lake Transit Authority**

This Request for Proposals does not commit the Lake Transit Authority to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The Lake Transit Authority reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual or

firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interest of the agency to do so.

**I. Public Domain**

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

**J. Questions**

Questions regarding this Request for Proposals **MUST be submitted IN WRITING**. Written questions should include the individual's name, the name of the firm (if applicable), address, telephone number, and e-mail. Questions must be submitted by **Friday May 18, 2014 at 5:00 p.m.**

Questions should be directed to:

Lisa Davey-Bates  
Lake Transit Authority  
367 N. State St, Ste. 204  
Ukiah, CA 95482  
E-mail: ldaveybates@dbcteam.net  
Telephone (707) 234-3314

Questions and answers will be provided in the form of an addendum to this RFP, and will be posted by May 23, 2018, on Lake Transit Authority's website <http://laketransit.org/>

**K. Conflict of Interest**

No consultant, subcontractor, or member of any firm proposed to be employed in the preparation of this project has a past, ongoing, or potential involvement which could be deemed a conflict of interest under the Fair Political Practices Act or other law. During the term of this Agreement, the consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with Lake Transit Authority or in any way compromise the services to be performed under this Agreement. The consultant shall immediately notify Lake Transit Authority of any and all potential violations of this paragraph upon becoming aware of the potential violation.

**L. Affirmative Action**

Prospective contractors should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other federal and state laws pertaining to equal employment opportunity are applicable to any contract awarded by the Lake Transit Authority.

**M. DBE Requirements**

The Agreement with the consultant selected is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on the Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.



DBE and other small businesses, as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The consultant shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the consultant to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of the Agreement shall contain all of the provisions of this section. The Lake Area Planning Council also advises that participation of DBEs is not a condition of reward. The attached Exhibit 10-O1 from Chapter 10 of the Caltrans Local Assistance Procedures Manual entitled, "Local Agency Proposer UDBE Commitment (Consultant Contracts)" (Attachment D) must be signed and dated by the consultant submitting the proposal. Also, list a phone number in the space provided and print the name of the person to contact.

The attached Exhibit 10-O2 from Chapter 10 of the Caltrans Assistance Procedures Manual entitled, "Local Agency Proposer DBE Information (Consultant Contracts)" (Attachment E) must be signed and dated by the consultant submitting the proposal. Also, list a phone number in the space provided and print the name of the person to contact.

**N. Suspension and Debarment**

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

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

By signing and submitting its bid or proposal, and this contract the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to {insert agency name}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**O. Protest Procedures and Dispute Resolution Process**

**Protests Prior to Proposal Opening.**

Protests regarding any aspect of the RFP materials and LTA selection procedures must be submitted in writing (via mail, express mail, or e-mail) to the LTA Executive Director, Lisa Davey-Bates, 367 N. State St, Ste. 204, Ukiah, CA 95482, or email: ldaveybates@dbcteam.net, by 1:30 pm, May 18, 2018. The LTA Executive Director will respond to these protests by May 23, 2018, by e-mail. This action completes the pre-opening administrative protest remedy at the LTA level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available at the LTA level, an interested party may appeal the decision of LTA to the California Department of Transportation (Caltrans). The deadline for submitting appeals to Caltrans prior to proposal opening is 5:00 pm, June 6, 2018.

Caltrans review of any protest will be limited to:

- (1) Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.
- (2) Violation of LTA's protest procedures or LTA's failure to review a complaint or protest.

The appeal filed with Caltrans shall:

- (1) Include the name and address of the protester.
- (2) Identify LTA as the party responsible for the RFP process.
- (3) Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)
- (4) Include a copy of the protest filed with LTA, and a copy of LTA's decision, if any.
- (5) Indicate the ruling or relief desired from Caltrans.

### **Protests After Proposal Opening/Announcement of Award.**

Protests regarding LTA proposed selection of CONTRACTOR after proposal opening and/or award announcement must be submitted in writing (via mail, express mail, or email) to the LTA Executive Director, Lisa Davey-Bates, 367 N. State St, Ste. 204, Ukiah, CA 95482, or email: ldaveybates@dbcteam.net, by 1:30 pm, June 29, 2018. The LTA Transit Manager will respond to these protests by 11:59 pm, on July 6, 2018, by email. This action completes the proposal opening/award announcement administrative protest remedy at the LTA level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available at the LTA level, an interested party may appeal the decision of LTA to the California Department of Transportation (Caltrans). The deadline for submitting appeals to Caltrans after opening/announcement of award is 5:00 pm, July 13, 2018.

Caltrans review of any protest will be limited to:

- (1) Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.
- (2) Violation of LTA's protest procedures or LTA's failure to review a complaint or protest.

The appeal filed with Caltrans shall:

- (1) Include the name and address of the protester.
- (2) Identify LTA as the party responsible for the RFP process.
- (3) Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)
- (4) Include a copy of the protest filed with LTA, and a copy of LTA's decision, if any.
- (5) Indicate the ruling or relief desired from Caltrans.

Such appeals should be sent to:

California Department of Transportation  
Division of Rail & Mass Transportation  
PO BOX 942874 – M.S. 39  
Sacramento, CA 94274-0001

A copy of such appeals should also be sent to:

Lisa Davey-Bates  
Lake Transit Authority  
367 N. State St, Ste. 204  
Ukiah, CA 95482  
E-mail: ldaveybates@dbcteam.net

**ATTACHMENT A**

**Mobility Management Program**

**General Details:**

|                              |   |
|------------------------------|---|
| <b>Location</b>              | Lake County, California. Office space, desk, internet wi-fi, phone service and GPS/scheduling software will be provided at Lake Transit Authority operations center in Lower Lake, California.  |
| <b>Purpose and Goals</b>     | Manage and coordinate mobility programs and Non-Emergency Medical Transportation (NEMT) services for residents of Lake County, California   |
| <b>Timeframe of Contract</b> | Positions would begin on or after June 29, 2018, for a 12-month period with annual options to extend the contract. Lake Transit Authority has received a grant to fund this program for three years. If funding is secured beyond that, additional extensions may be available. |
| <b>Compensation</b>          | Mobility Programs Coordinator- Equivalent to industry standards<br>Admin Assistant/Dispatcher- Equivalent to industry standards   |

**Summary:**

The subject project involves two positions to run the Mobility Management program. The primary role is that of the Mobility Programs Coordinator. This position is full-time and is responsible for further developing Non-Emergency Medical Transportation (NEMT) and other specialized transportation services in coordination with public, private for-profit and non-profit transportation providers, social services agencies, medical providers and the contractor operating the Lake Transit fixed-route and Dial-a-Ride services (currently Paratransit Services, Inc.). The Administrative Assistant would start as a part-time position with the potential to increase to full-time by the third year. This position would be responsible for dispatching and administrative duties such as taking calls requesting transportation information, providing first level responses, processing bills, monthly reporting, enrolling new clients, screening drivers and maintaining program files and databases.

**Purpose and Goals of the Mobility Management Program:**

The purpose of the Mobility Management program is to coordinate and provide transportation services to targeted populations in Lake County, California. Lake Transit Authority (LTA), as the designated Consolidated Transportation Services Agency (CTSA) for Lake County, is tasked with implementing the program. The goal of the Mobility Management program is to provide Non-Emergency Medical Transportation (NEMT) trips to seniors, people with disabilities and those whose low-income status creates barriers to mobility and access to healthcare- all critical needs that have been identified in both the Coordinated Plan and the Lake County NEMT Plan. Program objectives include: efficient use of available transportation resources, increased access to services for target populations, strong relationships with project partners and effective tracking

and reporting of trips provided to measure performance. Current and potential project partners include People Services, Inc., Adventist Health Clearlake, Lake County Tribal Health Clinic and county senior centers. Other key stakeholders include: community organizations, veterans organizations, social service providers, medical service providers, private for-profit transportation providers, public transit providers, senior centers and volunteer programs. Additional project partners will be identified and developed by the Mobility Programs Coordinator to establish a network of transportation service providers and/or coordinating services to the target populations.

Operating funds have been obtained through federal grants to help fund the transportation services that will be coordinated by the Mobility Management program. Transportation services will be provided in part by LTA (as the CTSA) in partnership with health and social services organizations and will include a combination of door-to-door shuttle, volunteer driver and extended Dial-a-Ride services with the goal of providing the most cost-effective trip to meet the mobility needs of the customer.

Lake Transit is the sole public transit service in Lake County with inter-city service to Mendocino County (Ukiah) and Napa County (Calistoga and St. Helena). Dial-a-Ride services are provided in the City of Lakeport and the City of Clearlake. According to American Community Survey (ACS) data, approximately 20.5% of the population is 65 years or older and 24.6% lives at or below the poverty level. In addition, about 21.5% of Lake County residents are considered disabled, including 44.5% of those over 65. Over half of the County population receives MediCal benefits through Partnership HealthPlan California. This project will continue to help an underserved and largely transit dependent population obtain transportation services that meet their needs by using a range of transportation options including fixed-route, Dial-a-Ride, shuttle service and volunteer driver services.

### **Summary of Duties:**

In coordination with Lake Transit Authority (as the CTSA) and regional informal and formal transportation providers, the Mobility Programs Coordinator position will be responsible for the continued development and promotion of transportation services in Lake County, primarily for non-emergency medical transportation (NEMT). Program services include development and implementation of new transportation projects proposed in the 2017 FTA 5310 grant, expansion of volunteer driver reimbursement programs, on-going development of partnerships with Adventist Health Clearlake and Partnership HealthPlan (Medical Transportation Management, Inc.) and a centralized transportation information and referral service to assist customers with planning cost- and time-effective trips through various transportation providers. The Mobility Programs Coordinator will collaborate with existing as well as potential transportation providers assisting in the procurement of transportation services, including those provided by local community organizations and taxi operators among others. The Mobility Programs Coordinator will also identify and procure resources to continue coordination efforts of the program.

Administrative Assistant duties would include taking calls requesting transportation information, providing first level responses, processing bills, monthly reporting, enrolling new clients,

screening drivers and maintaining program files and databases.

### **Primary Tasks and Duties:**

#### **Task 1: Develop Educational Materials and Conduct Outreach**

- Design, produce, distribute outreach/informational materials (e.g. brochures, web site, etc.)
- Integrate online information between Lake Transit, Lake Links, and partners' websites
- Plan and produce presentations
- Issue press releases and give interviews

#### **Task 2: Administer/Support Pay-Your-Pal Program**

- Enroll new clients
- Process monthly mileage reports
- Requisition reimbursements
- Client care
- Prepare monthly reports
- Maintain program databases and files

#### **Task 3: Develop, Implement and Support Volunteer Driver Program**

- Establish policies and procedures
- Determine eligibility criteria
- Recruit, screen and train drivers
- Enroll clients
- Client and driver care
- Schedule rides
- Requisition reimbursements
- Prepare monthly reports
- Maintain program files and databases

#### **Task 4: Develop and Implement Travel-Training Program**

- Research best practices
- Develop and implement curriculum and teaching materials
- Negotiate schedule for training sessions at senior centers
- Conduct training sessions (minimum twice per year)
- Plan and implement "bus adventures" twice per year
- Recruit and train cadre of volunteer "travel consultants"

### **Task 5: Development, Implementation and Support/Dispatch for Out-of-County NEMT Service**

- Research best practice models (e.g. North Tahoe, Truckee and others)
- Develop detailed schedule and implementation plan in consultation with Lake Transit
- Coordinate pickup and drop-off arrangements with senior centers and medical providers both local and out-of-county
- Develop systems for reservations, scheduling, fares, recording and reporting
- Promote programs
- Monitor, manage and modify program as needed on the basis of emergent data and experience
- Develop plans for expanded service, possibly utilizing coordination with transportation providers in other counties
- Take reservations and schedule rides
- Prepare trip manifests
- Respond to rider inquiries
- Prepare monthly reports
- Maintain program files and databases

### **Task 6: Manage Existing MOU's, Develop Service Agreements**

- Prepare semi-annual 5310 reports on seven vehicles in service with partners and oversee compliance
- Develop pilot project with Adventist Health Clearlake and negotiate MOU
- Seek new partners including social service and medical providers
- Develop MOUs as opportunities emerge

### **Task 7: Develop One-Stop Call Center/Trip Brokerage System**

- Negotiate with St. Helena Hospital, Lake Transit and other providers regarding scheduling and dispatching service
- Train staff members to advise callers on transportation options
- Provide caller assistance to those with specific situations
- Take calls requesting transportation information and provide first level response
- Refer callers requesting additional information or assistance to Mobility Manager

### **Task 8: Support Organizational Development of CTSA**

- Consult, attend meetings, etc. to: establish CTSA as non-profit "Lake Links"; pursue certification as MediCal provider; write grants and seek new sources of funding from foundations and non-profits

### **Task 9: Support and Management of Special Transportation Services**

- Manage ADA Certification, including audit of existing data base, establishing eligibility determination procedures, issuance of ID cards and processing appeals
- Liaison to Lake Ministerial Association Warming Center and coordination of transportation services provided by Lake Transit Authority

**Task 10: General Administrative Support**

- Maintain program's filing systems and databases
- Respond to telephone and email inquiries
- Prepare reports and correspondence as requested

**Desirable Qualifications for Mobility Programs Coordinator Position:**

- Bachelor's Degree in public administration, transportation planning or a related field, plus a minimum of two years of progressively responsible experience;
- College coursework in transportation planning, urban and regional planning or a related field, plus a minimum of three years of progressively responsible experience;
- High school diploma plus a minimum of five years of progressively responsible experience in managing or administering the provision of human services or public transportation with responsibility for the required duties listed above;
- Two years of experience performing outreach, education or public awareness activities for a public or community-based organization of project including experience in promotion and presentations to small and large groups;
- Fluency in speaking, reading and writing Spanish language.

**Required Qualifications for Mobility Programs Coordinator Position:**

- Knowledge of and ability to identify community needs and resources as they relate to transportation, human services programs and employment;
- Ability to plan and direct the work of others;
- Excellent verbal and written communication skills;
- High degree of computer literacy, including competency in standard spreadsheet, database and word processing software, geographic information system software, familiarity with trip brokerage software, which is currently used by Lake Transit Authority;
- Ability to organize and perform tasks relating to principles and practices of rural transportation planning, scheduling, dispatching and technical analysis methods for rural transportation operations;
- Ability to analyze complex issues and present results in concise reports and presentations to local transportation providers and staff, LTA staff, the SSTAC and others;
- Interact effectively with members of the public, elected officials, federal, State and local agency representatives, LTA Committees and community organizations;
- Understanding of pertinent federal and State regulations and a working familiarity with the most recent federal transportation legislation and transportation planning requirements;
- This position requires an innovative and highly motivated person who is able to work



independently. The position will be very interactive with the local and regional health and human services community as well as the public sector, in general.

**Qualifications for Administrative Assistant Position:**

- One (1) year of previous administrative, office, and general support work experience;
- Ability to perform a variety of administrative, office, and general support work with minimal guidance and supervision;
- Ability to read, interpret, and apply policies, procedures, and regulations;
- Ability to follow oral and written directions;
- Ability to type or use word processing software at an acceptable speed to meet production requirements;
- Ability to gather and organize data and information;
- Ability to maintain and update records and reports;
- Ability to operate a computer and use department software in the performance of assigned work;
- Ability to deal tactfully and courteously with the public and other staff.

**Special Preferred Requirements:**

Possession of a current, valid California driver's license at the time of appointment and maintenance of same throughout. Also, reliable personal transportation.

# LAKE TRANSIT AUTHORITY

## AGREEMENT FOR PROFESSIONAL SERVICES

### MOBILITY MANAGEMENT PROGRAM

This Agreement is entered into on xxxxxx, 201x, by and between the Lake Transit Authority, hereinafter referred to as the "LTA", and (Consultant Name), hereinafter referred to as "Consultant."

#### RECITALS:

The LTA may retain independent contractors to perform special, technical, expert, or professional services. Consultant is equipped, staffed, licensed, and prepared to provide such services.

The LTA is lead agency for Project Name in Lake County, hereinafter referred to as the "Project," funded by Funding Source from the State of California, hereinafter referred to as the "State." The LTA shall be responsible to State for the successful completion of this Project.

The LTA and Consultant agree as follows:

#### 1. WORK TO BE PERFORMED

Consultant agrees to provide those services, tasks and products detailed in Exhibit A, Consultant's proposal to xxxxxx and Exhibit B, the xxxxxx grant application with the scope of work and the project schedule used in the informal procurement process. Professional services described in Exhibits A and B may be refined or amended by agreement of the LTA and Consultant.

Consultant agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in size, complexity, or character. Such additional services shall be paid for by Amendment to this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof.

#### 2. COMPENSATION

Compensation for services provided shall not exceed \$xx,xxx on a job completion basis. This shall include compensation for completing the tasks and products identified in Exhibits A and B. Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve Consultant of responsibility to provide those tasks and products specified in the Exhibits.

The LTA shall pay Consultant for work required for satisfactory completion of this Agreement according to the process in Section 3 below. The basis for payment for services shall be on an hourly rate plus non-salary expenses, in accordance with Consultant's Cost Proposal, as attached hereto and made a part hereof in Exhibit A.

### 3. INVOICES AND DISBURSEMENT

The LTA will pay Consultant no more than every thirty (30) days based on itemized invoices for work completed, including documentation of any direct costs. Costs shall be shown to reflect hourly billing rates for all staff. Monthly invoices shall be accompanied by a brief summary of progress to date, segregated by task. Sub-consultant invoices shall also include narrative of work completed as well as detailed receipts of any direct expenses. Consultant mark-up of direct expenses or of subcontractor invoices are not allowable, therefore LTA will not pay Consultant for any such increases to actual costs incurred. The LTA shall review invoices and may approve them for payment or adjust them after consultation with Consultant. Total progress payments for each task shall not exceed 100% of the budget for each major task as shown in Exhibits A and B. The LTA will make payments within 30 days of receipt of Consultant's invoices.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. For more information, refer to: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>

If the LTA substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both the LTA and Consultant.

### 4. REPORTS

Due dates and milestones are detailed in Exhibit A. Preparation of deliverable work products detailed in Exhibits A and B shall be in formats acceptable to the LTA. The LTA will provide Consultant with guidance on acceptable formats. Consultant shall bear the expense of all printing and reproduction costs of the deliverables, until the final deliverables are accepted by the LTA.

### 5. SERVICES OF THE LAKE TRANSIT AUTHORITY

The LTA shall provide full information as to its requirements for performance of this Agreement, attached as Exhibit B.

The LTA shall provide program guidance and appropriate monitoring of work task performance under this Agreement. The LTA shall place at the disposal of Consultant all available information pertinent to the project.

The LTA will examine all studies, reports, or other submittals from Consultant and will make every effort to provide comments pertaining thereto within ten (10) calendar days of receipt.

### 6. TERM OF AGREEMENT

The term of this Agreement shall be from xxxxxx, 201x through xxxxxx, 201x. Execution of this Agreement by the LTA shall constitute Consultant's authority to proceed immediately with the performance of the work described by Exhibits A and B, provided that evidence of insurance has been received by the LTA as specified under Section 11 below.

All work by Consultant shall be completed and all deliverables submitted to and in the possession of the LTA by xxxxxx, 201x. Extensions of the above term may be made only upon written authorization by the LTA.

Consultant acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

## 7. PROJECT INSPECTION AND ACCOUNTING RECORDS

LTA, Consultant and all subcontractors shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by LTA upon request, at no cost to State.

## 8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data as required by this Agreement shall be and shall remain the property of the LTA and State.

Consultant is advised that, according to Government Code Section 7550, which states in part that *“Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.”*

## 9. TERMINATION

Refer to Third Party Contract Clauses attachment beginning on Page 12.

## 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Consultant shall indemnify and hold harmless the LTA and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of Consultant, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where Consultant is found to have caused the injury, damage, or loss only in part, Consultant shall hold the LTA harmless only to the extent Consultant caused the injury, damage, or loss. The LTA agrees to timely notify Consultant of any such negligence claim and to cooperate with Consultant to allow Consultant to defend such a claim.

The LTA shall indemnify and hold harmless Consultant, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between Consultant and the LTA and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of the LTA or its contractors or their respective employees, officers and agents.

The LTA agrees to the full extent permitted by law, to indemnify, defend, and hold harmless Consultant, its officers, directors, shareholders, employees, affiliates, and subsidiaries and their successors from and against any and all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

## 11. INSURANCE

Consultant, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to the LTA for the LTA's protection, its elected or appointed officials, employees and volunteers, Consultant and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by Consultant, by another independent contractor, or by anyone directly or indirectly employed by either of them.

Consultant shall provide to the LTA Certificates of Insurance evidencing minimum coverage as specified below:

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000  
Each Occurrence and Vehicle/Property Damage - \$250,000  
Each Occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property  
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$1,000,000 per Occurrence for Bodily  
Injury, Personal Injury and Property Damage

AND

Worker's Compensation and Employer's Liability: Limits  
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the LTA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

Consultant shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by the LTA. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Consultant for liability in excess of such coverage, nor shall it preclude the LTA from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, the Consultant shall furnish to the LTA satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

The Consultant shall sign and file with the LTA a Workers Compensation Certificate prior to performing any work. Consultant shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

## 12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

The LTA relies upon the professional ability and stated experience of Consultant as a material inducement to entering into this Agreement. Consultant understands the use to which the LTA will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

Consultant will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

## 13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination Clause. a.) In the performance of work under this Agreement, LTA, Consultant and its sub-consultants 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, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave.

b.) LTA, Consultant and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LTA, Consultant and its sub-consultants 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 Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full. c.) LTA, Consultant and its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement.

d.) LTA, Consultant and its sub-consultants will 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 State to investigate compliance with this section.

Disadvantaged Business Enterprise (DBE) Obligation. LTA, Consultant and its sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant 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 Lake Transit Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Lake Transit Authority.

Title VI of the Civil Rights Act of 1964. The consultant agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Cost Principles. LTA, Consultant and its sub-consultants will be obligated to agree, that (a) 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 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. For more information, refer to: <http://www.gpoaccess.gov/nara/index.html>.

Record Retention and Audits. LTA, Consultant and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by LTA upon request, at no cost to State.

LTA, Consultant and its sub-contractors shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

Access to Records and Reports The Consultant agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

Fly America Requirements - The Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation - The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

No Obligation by the Federal Government - The LTA and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the LTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements or Related Acts - The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim,



statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

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

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

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

Termination Refer to Third Party Contract Clauses attachment beginning on Page 12.

Breaches and Dispute Resolution Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Transit Manager of Lake Transit Authority. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Transit Manager of Lake Transit Authority. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit Manager shall be binding upon the Consultant and the Consultant shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Lake Transit Authority, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

Lobbying The undersigned Consultant certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in

accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Consultant's Authorized Official

\_\_\_\_\_  
Name and Title of Consultant's Authorized Official

\_\_\_\_\_  
Date

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

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

Clean Water

Clean Water - (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33

U.S.C. 1251 et seq . The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### Clean Air

Clean Air - (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 14. COMPLIANCE

Consultant, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Lake.

#### 15. INDEPENDENT CONSULTANT

Both the LTA and Consultant agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. The LTA shall compensate Consultant by payment of the gross amounts due to Consultant, and Consultant shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

#### 16. FINANCIAL INTEREST

The Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

#### 17. SUCCESSOR AND ASSIGNMENTS

The LTA and Consultant each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither the LTA nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, Consultant reserves the right to assign the proceeds due under this Agreement to any bank or person.

In the case of death of one or more members of the firm of Consultant, the surviving member or members shall complete the professional services covered by this Agreement.

18. NOTICES

Notices pursuant to this Agreement shall be served via registered United States mail, or when personally delivered as follows:

Lisa Davey-Bates  
Lake Transit Authority  
367 N. State St, Ste. 204  
Ukiah, CA 95482

19. VENUE

The venue for this agreement shall be Lake County, California.

20. EXTENT OF AGREEMENT:

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.

\_\_\_\_\_  
Lisa Davey-Bates, Executive Director  
Lake Transit Authority

\_\_\_\_\_  
Consultant Name, Position  
Firm Name, LLC

Federal ID No.: \_\_\_\_\_

**THIRD PARTY CONTRACT CLAUSES**

**Federal Transit Administration and  
California Department of Transportation Required Provisions**

1. Source of Funding:

This contract entered \_\_\_\_\_ between \_\_\_\_\_  
on \_\_\_\_\_ (DATE) \_\_\_\_\_ (AWARDING AGENCY)

and \_\_\_\_\_ for  
(CONTRACTOR)

\_\_\_\_\_  
(PROJECT)

is being funded with the following fund source(s) and amounts:

| FUND SOURCE | AMOUNT |
|-------------|--------|
|             |        |
|             |        |
|             |        |

Parties referenced in the following clauses are defined as:

“Awarding Agency” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

**For All Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00**

No Obligation to Third-Parties by use of a Disclaimer

A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or

in part with financial assistance provided by the FTA.

- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department

of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

#### Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

#### Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

#### Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

#### Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation;

and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:
1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
  2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance;



provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

#### Incorporation of FTA Terms

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

#### Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

### **Awards Exceeding \$10,000.00**

#### Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond

the control of the CONTRACTOR, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

### **Awards Exceeding \$25,000.00**

#### Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

### **Awards Exceeding \$100,000.00**

#### Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

### Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (XX) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (XX) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

### Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt 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 the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

### Clean Air

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### Clean Water

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **Awards with Transport of Property or Persons**

##### U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

#### **Awards with Transit Operations**

##### Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contact and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

### Charter Service Operations

(Transit Operation and Rolling Stock Only) The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

### School Bus Operations

(Transit Operation and Rolling Stock Only) Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

### Vehicle Operator Licensing

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver’s license, including any special operator license that may be necessary for the type of vehicle operated.

### Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations,” 49 CFR Part 655.

The follow drug and alcohol testing options are compliant with drug and alcohol rules. One of these options must be selected. Options 2 and Options 3 require additional information to be completed:

*Drug and Alcohol Testing*

*Option 1*

The CONTRACTOR agrees to:

Participate in the Awarding Agency's drug and alcohol program established in compliance with 49 CFR Part 655.

*Drug and Alcohol Testing*

*Option 2*

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date) to (insert title and address of person responsible for receiving information). To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

*Drug and Alcohol Testing*

*Option 3*

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date) to (insert title and address of person responsible for receiving information). To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The CONTRACTOR agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the Awarding Agency wishes the contractor to use) as its policy statement as required under 49 CFR Part 655; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the CONTRACTOR agrees to: (to be determined by the Awarding Agency, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

**Awards with Rolling Stock**

Bus Testing

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5318(e),

5323(c), and the FTA regulations, “Bus Testing,” 49 CFR Part 665, and any revision thereto, including the certification that before expending any federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the Awarding Agency.

#### Pre-Award and Post Delivery Audit

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5323(l), 5323(m), and the FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR Part 663, and any revision thereto.

### **Awards with Planning, Research, Development, and Documentation Projects**

#### Patent Rights & Rights in Data and Copyrights (Research or Data Development Only)

In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the CONTRACTOR must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental, or research work. The Awarding Agency reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others.

### **Miscellaneous Special Requirements**

#### Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, “FTA National ITS Architecture Policy on Transit projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

#### Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

#### Disadvantaged Business Enterprise (DBE)

The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, “Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Contract.

#### Prompt Payment and Return of Retainage

- A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage

- (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
  - D. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

#### Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### Contract Work Hours and Safety Standards Act (Applicable to: Construction contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on a public work.)

- A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations "Safety and Health Regulation for Construction" 29 CFR Part 1926.
- B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

### **Awards with Construction Activities**

#### Third Party Construction or Facility Improvement Contracts

- A. Davis Bacon Act (>\$2,000.00). In accordance with requirements of 49 U.S.C. Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000.00 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000.00 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor.
- B. Bonding. For contracts or subagreements exceeding \$100,000.00, the following bonding requirements must be included: Bid guarantee from each CONTRACTOR equivalent to five (5%) percent of the bid price; performance bond on the part of the CONTRACTOR for 100 (100%) percent of the contract price; and payment bond in the amount of either (1) 50% of



the contract price if the contract price is not more than \$1 million dollars or, (2) 40% of the contract price if the contract price is more than \$1 million

- C. Copeland Anti-Kickback Act. For contracts or subagreements exceeding \$100,000.00 and in accordance with 18 U.S.C. Section 874, Copeland “Anti-Kickback” Act, 29 CFR Part 3, the “CONTRACTOR and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States,” the CONTRACTOR and subcontractor are prohibited from including, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.

Seismic Safety

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract including work performed by a subagreements is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.

**Attachment C****EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of 10.00%.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk

items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**Attachment D**

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:

| 7. Description of Work, Service, or Materials Supplied   | 8. DBE Certification Number   | 9. DBE Contact Information        | 10. DBE %                                    |
|--|---|-----------------------------------|--|
|  |   |                                   |  |
|  |   |                                   |  |
|  |   |                                   |  |
|  |   |                                   |  |
|  |   |                                   |  |
|  |   |                                   |  |
|  |   |                                   |  |
|  |   |                                   |  |
| <b>Local Agency to Complete this Section</b>   |   |                                   | <b>11. TOTAL CLAIMED DBE PARTICIPATION</b> % |
| 17. Local Agency Contract Number: _____<br>18. Federal-Aid Project Number: _____<br>19. Proposed Contract Execution Date: _____<br><br>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | <b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. |                                   |  |
| _____<br>20. Local Agency Representative's Signature   | _____<br>21. Date   | _____<br>12. Preparer's Signature | _____<br>13. Date                            |
| _____<br>22. Local Agency Representative's Name  | _____<br>23. Phone  | _____<br>14. Preparer's Name      | _____<br>15. Phone                           |
| _____<br>24. Local Agency Representative's Title   | _____<br>16. Preparer's Title   |                                   |  |

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT****CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

**LOCAL AGENCY SECTION**

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**Attachment E**

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Total Contract Award Amount: \_\_\_\_\_  
 8. Total Dollar Amount for **ALL** Subconsultants: \_\_\_\_\_ 9. Total Number of **ALL** Subconsultants: \_\_\_\_\_

| 10. Description of Work, Service, or Materials Supplied   | 11. DBE Certification Number | 12. DBE Contact Information | 13. DBE Dollar Amount   |
|---|------------------------------|-----------------------------|---|
|   |                              |                             |   |
|   |                              |                             |   |
|   |                              |                             |   |
|   |                              |                             |   |
|   |                              |                             |   |
|   |                              |                             |   |
|   |                              |                             |   |
|   |                              |                             |   |
| <b>Local Agency to Complete this Section</b>  |                              |                             | \$<br><br><br><br>%   |
| 20. Local Agency Contract Number: _____<br>21. Federal-Aid Project Number: _____<br>22. Contract Execution Date: _____  |                              |                             |   |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.<br><br>_____<br>23. Local Agency Representative's Signature      24. Date<br><br>_____<br>25. Local Agency Representative's Name      26. Phone<br><br>_____<br>27. Local Agency Representative's Title |                              |                             | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.<br><br>_____<br>15. Preparer's Signature      16. Date<br><br>_____<br>17. Preparer's Name      18. Phone<br><br>_____<br>19. Preparer's Title |

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.