

# LASSEN COUNTY TRANSPORTATION COMMISSION

## REGIONAL TRANSPORTATION PLANNING AGENCY



**Matthew C. Boyer**, *Executive Secretary*

Office:  
1631 Alhambra Boulevard,  
Suite 100  
Sacramento, CA 95816

Date Posted: October 1, 2018

To: THE LASSEN COUNTY TRANSPORTATION COMMISSION:

Phone: (916) 759.2268

Brian Moore (City Council)	Tom Hammond (Co. Supervisor)
Brian Wilson (City Council)	Jeff Hemphill (Co. Supervisor)
Joe Franco (City Council)	David Teeter (Co. Supervisor)
Mendy Schuster (City Council – Alternate)	Aaron Albaugh (Co. Supervisor – Alternate)
	Chris Gallagher (Co. Supervisor – Alternate)

Subject: **SPECIAL MEETING**

of the

**LASSEN COUNTY TRANSPORTATION COMMISSION**

The special meeting of the Lassen County Transportation Commission has been scheduled for **Monday, October 1, 2018 at 1:00 p.m.** The meeting will be held at the Lassen County Board of Supervisors Chambers, 707 Nevada Street, Susanville, CA.

The Agenda is as follows.

Page (1) **CONVENE**

1.1 **Pledge of Allegiance**

1.2 **Adoption of the Agenda and Approval of the Consent Calendar:** **Motion Required**

The Commission may make any necessary additions, deletions or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda and the Consent Calendar with one single vote. A Commission member may request an item be removed from the Consent Calendar for discussion and separate Commission action. At the appropriate time as called by the Board Chair, members of the public may make a comment on matters on the Consent Calendar prior to Commission action.

1.21 **Minutes Approval:**

June 25, 2018 Special Meeting \*

1.22 Fiscal Year 2018/19 Local Transportation Fund Claim for Article 4 Apportionment\*

**REQUESTED ACTION: Approve the Lassen Transit Service Agency's Fiscal Year 2018/2019 Local Transportation Fund claim for Article 4 Apportionment.**

1.23 Change of Regular Meeting Schedule to Odd-Numbered Months \*

**REQUESTED ACTION: Approve change of regularly-scheduled LCTC meetings to occur every other month, on odd-numbered months.**

**(2) CORRESPONDENCE/PUBLIC COMMENT**

**(3) REPORTS**

3.1 Reports from Caltrans, CHP, City of Susanville, County of Lassen, and LCTC Staff

- Caltrans Report
- California Highway Patrol (CHP) Report
- City of Susanville Report
- County of Lassen Report
- Susanville Indian Rancheria Report
- Executive Secretary Report (LCTC Staff)
- Summary of Commission Financial Activities

**(4) NEW BUSINESS**

4.01 ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

4.02 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

4.10 ACTION/DISCUSSION ITEMS

4.11 Policy Requiring Commission Concurrence on State Transportation Improvement Program Requests \*

**ACTION REQUESTED: BY MOTION, adopt Resolution 19-01 approving the policy requiring Executive Secretary concurrence on STIP Allocation Requests prior to submittal to Caltrans and the California Transportation Commission (CTC).**

4.12 Reallocation of Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Bus Purchases \*

**ACTION REQUESTED: BY MOTION, adopt Resolution 19-02 authorizing the Executive Secretary of the Lassen County Transportation Commission to sign all documents related to reallocation of \$320,000 in Public Transportation Modernization, Improvement, and Service Enhancement Account funds from the Bus Stop Improvements 2017 project, and remaining funds from the 2016 Rolling Stock project to the new 2018 Rolling Stock project.**

4.13 Amended FY 2017/18 State Transit Assistance Apportionment and Claim \*

**ACTION REQUESTED: BY MOTION, approve Resolution 19-03 Amending the Fiscal Year State Transit Assistance Apportionment and approve the related claim from Lassen Transit Services Agency.**

4.14 Approval of Contract for Outside Consulting Services for the State Route 36 Complete Street and Safe Mobility Study. \*

**REQUESTED ACTION: Authorize the Executive Secretary to execute a contract with Mark Thomas, for an amount not to exceed \$188,650, to prepare the State Route 36 Complete Street and Safe Mobility Study.**

4.15 Fiscal Year 2018/19 State of Good Repair (SGR) Projects \*

**ACTION REQUESTED: BY MOTION, adopt Resolution 19-04 approving the list of projects for the FY 2018/19 State of Good Repair Program.**

4.16 Date and time for November 2018 Meeting

**ACTION REQUESTED: BY MOTION, approve an alternate date and time for the November meeting.**

**(5) INFORMATION ITEMS**

5.01 Update: US 395 Corridor Improvements \*

5.02 July 2018 Invoice for Executive and Staffing Services \*

5.03 August – September 2018 Invoice for Executive and Staffing Services

**(6) CORRESPONDENCE**

6.01 Letter to District 2 Director regarding Vehicle Speed Feedback Signs \*

**(7) OTHER BUSINESS**

7.1 Matters brought forth by the Commission

7.2 Next Commission Meeting – to be determined under agenda item 4.16. The regular meeting date (November 12, 2018) is the observed Veterans Day.

7.3 Adjourn

\* Attachment

# Enclosure

## ITEMS TENTATIVELY SCHEDULED FOR FUTURE MEETINGS:

### November 2018

- Triennial Performance Audit Contract with Donald R. Reynolds
- Local Transportation Fund Claims and Article 8 Apportionments
- Update – Skyline Boulevard Phase 2 Project
- Professional Services Contract Award – U.S. 395 Coalition and Implementation Plan
- Presentation of Independent Audits
- City and County Local Transportation Fund Claims for Article 3 (Bicycle and Pedestrian Funds)

### January 2019

- Update - State Route 36 Complete Street and Safe Mobility Study
- Update - US 395 Corridor Improvements

# **LASSEN COUNTY TRANSPORTATION COMMISSION**

## **MINUTES**

Special Commission Meeting

**June 25, 2018**

Lassen County Board of Supervisor Chambers  
707 Nevada Street, Susanville, CA

1:30 P.M. Open Session

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### **1:30 P.M. OPEN SESSION**

#### **1. Convene**

*The Chair called the meeting to order at 1:33 P.M. and the Pledge of Allegiance to the Flag was recited.*

**Roll Call:**   **Present:** Franco, Hemphill, Teeter, Schuster  
                  **Absent:** Wilson, Hammond

#### **1.2 Adoption of Agenda and Approval of Consent Calendar:**

*It was moved by Commissioner Franco and seconded by Commissioner Hemphill that the Commission adopt the agenda and approve the Consent Calendar without modification. The motion was passed by the following vote:*

AYES:           Franco, Hemphill, Teeter, Schuster  
NOES:           None  
ABSENT:       Wilson, Hammond  
ABSTAIN:       None

#### **1.21 Minutes Approval of May 14, 2018 Regular Meeting**

Adopted Minutes of the May 14, 2018 Regular Meeting.

#### **1.22 US 395 Corridor Transportation Concept Report for Caltrans**

Adopted Resolution 18-09 generally concurring with the vision and strategies for future improvements to the US 395 corridor within Lassen County, as identified in the Transportation Concept Report.

**1.23 Payment of Matthew C. Boyer & Associates fees and costs in the amount of \$40,014.50 and Authorize the Chairperson to Approve Future Invoices.**

Approved payment of Matthew C. Boyer & Associates fees and costs in the amount of \$40,014.50, as shown in Invoice #17-46-008 and authorized the Chairperson to approve future invoices for Executive Secretary and staffing services.

**1.24 Approval of Contract for Outside Legal Services with Sloan Sakai in the Amount of \$30,000.00**

Approved professional services contract with Sloan Sakai in the amount of \$30,000.00 and authorized the Executive Secretary to execute the contract.

**2. CORRESPONDENCE/PUBLIC COMMENT**

*No written communications were received. There was no public comment.*

**3. REPORTS**

**3.1 Caltrans**

*Mike Mogen reported on upcoming bid award process for Lower Antelope 139 Project. He suggested that LCTC, BLM, and Caltrans have a separate meeting regarding animal crossings as it related to the project.*

**3.2 CHP**

*No report was provided.*

**3.3 City of Susanville**

*Dan Newton provided an update on City's road projects.*

**3.4 Lassen County**

*Larry Millar reported that the guard rail on Baxter Creek will need to be rebuilt.*

**3.5 Susanville Indian Rancheria**

*No report was provided.*

**3.6 Executive Secretary**

*No report was provided.*

### **3.7 Summary of Commission Financial Activities**

*No items of note.*

## **4. New Business**

### **4.01 Announcement of Items to be Discussed in Closed Session**

*No items were identified for closed session.*

### **4.02 Announcement of Action Taken in Closed Session**

*No action was taken.*

### **4.10 Action/Discussion Items**

#### **4.11 Presentation from Inter-Agency Trail Coordinator**

*Matt McLain presented to the Commission his roles and responsibilities as the inter-agency trail coordinator.*

#### **4.12 Funding for Trail Coordinator Position in Fiscal Year 2017/18 and Fiscal Year 2018/19**

*The Executive Secretary recommended that the Commission contribute \$35,000 towards the Inter-Agency Trail coordinator position. Commissioner Teeter directed staff to work with the County of Lassen and Bureau of Land Management to discuss potential revisions to the existing agreement and return to the Commission by October 2018. It was moved by Commissioner Franco and seconded by Commissioner Hemphill to approve the item as presented. The motion was passed with the following vote:*

AYES:	Franco, Schuster, Hemphill, Teeter
NOES:	None
ABSENT:	Wilson, Hammond
ABSTAIN:	None

#### **4.13 Request to County of Lassen Regarding Vehicle Speed Feedback Signs**

*The Executive Secretary presented a brief summary regarding the status of the eight vehicle speed feedback signs and recommended that Commission staff present a status report to the County Board of Supervisors and present the options available to them.*

*Tony Shaw recommended that the State assume responsibility over the signs on Highway 395 at Schaffer Elementary School. The Executive Secretary suggested that a letter requesting state participation in the program be sent to Caltrans District 2 Director Dave Moore.*

*It was motioned by Commissioner Franco and seconded by Commissioner Schuster to approve the item while staff continues to work with the State. The motion was passed by the following vote:*

AYES: Franco, Schuster, Hemphill, Teeter  
NOES: None  
ABSENT: Wilson, Hammond  
ABSTAIN: None

#### **4.14 Planning, Programming and Monitoring (PPM) Funding Allocations (Fiscal Years 2016/17, 2017/18, 2018/19)**

*The Executive Secretary requested that the Commission approve the programming of projects for Fiscal Years 2016/17, 2017/18, 2018/19. It was moved by Commissioner Franco and seconded by Commissioner Schuster to approve the item as presented. The motion was passed by the following vote:*

AYES: Franco, Schuster, Hemphill, Teeter  
NOES: None  
ABSENT: Wilson, Hammond  
ABSTAIN: None

#### **4.15 Fiscal Year 2018/19 Transportation Development Act Apportionments for Local Transportation Fund (LTF) and State Transit Assistance**

*The Executive Secretary requested that the Commission adopt Resolution 18-10 approving the Final Fiscal Year 2018/19 Transportation Development Act Apportionments for Local Transportation Fund (LTF) and State Transit Assistance (STA) funds, and authorizing staff to approve claims consistent with the apportionments.*



*The Executive Secretary also requested that the Commission approve claims from the County of Lassen for Article 3 funds and the Lassen Transit Service Agency for STA funds. Furthermore, the Executive Secretary requested that the Commission authorize staff to transmit allocation instructions to the Auditor for disbursement of LTF and STA funds in Fiscal Year 2018/19. It was moved by Commissioner Hemphill and seconded by Commissioner Franco to approve the item as presented. The motion was passed by the following vote:*

AYES: Franco, Schuster, Hemphill, Teeter  
NOES: None  
ABSENT: Wilson, Hammond  
ABSTAIN: None

#### **4.16 Fiscal Year 2018/19 Overall Work Program and Budget**

*The Executive Secretary requested the Commission adopt Resolution 18-11 approving the FY 2018/19 Overall Work Program and Budget. Matt Boyer presented a brief overview of the Overall Work Program and Budget with technical changes. It was moved by Commissioner Franco and seconded by Commissioner Hemphill to approve the item as presented. The motion was passed by the following vote:*

AYES: Franco, Schuster, Hemphill, Teeter  
NOES: None  
ABSENT: Wilson, Hammond  
ABSTAIN: None

#### **4.17 Federal Transit Administration 5311 Application**

*The Executive Secretary requested the Commission adopt Resolution 18-12 authorizing the Executive Director of the Lassen Transit Service Agency to sign all related documents for the 5311 Application and Request for Reimbursement. It was moved by Commissioner Hemphill and seconded by Commissioner Schuster to approve the item as presented. The motion was passed by the following vote:*

AYES: Franco, Schuster, Hemphill, Teeter  
NOES: None  
ABSENT: Wilson, Hammond  
ABSTAIN: None

#### **4.18 Authorization to Sign Fiscal Year 2018/19 Regional Surface Transportation Program Exchange Agreement**

*The Executive Secretary requested the Commission authorize staff to execute the Fiscal Year 2017/18 RSTP Exchange Agreement in the amount of \$122,494. It was moved by Commissioner Franco and seconded by Commissioner Hemphill to approve the item as presented. The motion was passed by the following vote:*

AYES: Franco, Schuster, Hemphill, Teeter  
NOES: None  
ABSENT: Wilson, Hammond  
ABSTAIN: None

#### **5. Information Items**

*None*

#### **6. Correspondence**

*None*

#### **7. Other Business**

##### **7.1 Matter brought forth by the Commission**

*None*

##### **7.2 Next Regular Commission Meeting**

Next Regular meeting of the LCTC will be in September.

##### **7.3 Adjourn**

*The meeting was adjourned at 3:05 p.m.*

*Submitted for approval by:*

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Matthew C. Boyer  
Executive Secretary



**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

Matthew C. Boyer, Executive Secretary  
Matthew C. Boyer & Associates

1631 ALHAMBRA BLVD  
SUITE 100  
SACRAMENTO, CA 95816


PH: (530) 953-8857

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Staff Report

To: Lassen County Transportation Commission **AGENDA ITEM 1.22**

Date: September 19, 2018

From: Brenda Hernandez, Transportation Planner  
Matthew C. Boyer, Executive Secretary 

Subject: FY 2018/19 Local Transportation Fund Claim for Article 4 Apportionment

**REQUESTED ACTION**

Approve the Lassen Transit Service Agency's Fiscal Year 2018/2019 Local Transportation Fund Claim for funds under Article 4, Public Transportation.

**DISCUSSION**

On June 25, 2018 the Commission approved the final Fiscal Year 2018/19 Transportation Development Act apportionments for the Local Transportation Fund (LTF).

LTSA has submitted a claim for their Article 4 apportionment consistent with the approved LTF apportionment.

Public Transportation – Transit (Article 4) (PUC Sections 99233.8, 99260(a) and 99262)

Lassen County Transit Agency Administration and Operations	\$ 757,646
Transfer of Fund Balance for Capital Bus Replacement)	<u>\$ 296,000</u>
Total	\$1,053,646

Note: Commission staff inadvertently wrote the claim for \$757,647. County staff will have a claim revised by \$1 available at the meeting.

**ALTERNATIVES**

Provide direction to staff.

Attachments (1)

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**CLAIM**  
**Transportation Development Act**  
**For Fiscal Year 2018/2019 Funds**

TO: LASSEN COUNTY TRANSPORTATION COMMISSION  
1631 Alhambra Blvd. Ste. 100  
Sacramento, CA 95816

FROM: Lassen Transit Service Agency  
707 Nevada Street  
Susanville, CA 96130

The Lassen Transit Service Agency hereby requests, in accordance with the State of California Public Utilities Code, commencing with section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2018/2019, in the following amounts for the following purposes to be drawn from the Local Transportation Fund deposited with the Lassen County Treasurer:

Article and Section of TDA	Purpose	Amount
Article 4, Section 99260	Transit Operations	\$583,119
	Transit Capital	\$296,000
	Transit Administration	\$174,528
	<b>Total:</b>	<b>\$1,053,647</b>

When approved by the LCTC, this claim will be transmitted to the Lassen Transit Service Agency for payment. Approval of this claim, this application, and payment by the County Auditor is subject to such moneys being on hand and available for distribution and is subject to the provisions that such moneys will only be used in accordance with the terms of the approved annual financial plan.

**APPROVED**

By: \_\_\_\_\_  
Matthew C. Boyer  
LCTC Executive Secretary

Approval Date: \_\_\_\_\_

**SUBMITTED**

By: Larry D. Millar  
Larry Millar  
Public Works Director

Submittal Date: 9/11/18



**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

Matthew C. Boyer, Executive Secretary  
Matthew C. Boyer & Associates

1631 ALHAMBRA BOULEVARD,  
SUITE 100  
SACRAMENTO, CA 95816

PH: (530) 953-8857

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Staff Report

To: Lassen County Transportation Commission

**AGENDA ITEM 1.23**

Date: September 19, 2018

From: Brenda Hernandez, Transportation Planner  
Matthew C. Boyer, Executive Secretary

A handwritten signature in blue ink, appearing to read "Matthew C. Boyer", is placed over the name of the Executive Secretary.

Subject: Change of Regular Meeting Schedule to Odd-Numbered Months

**REQUESTED ACTION**

**BY MOTION,**

Approve change of regularly-scheduled meetings to occur every other month, on odd-numbered months.

**PAST ACTION**

Previously, the Commission held regularly scheduled meetings every month, occurring on the 2<sup>nd</sup> Monday of every month. This was due to high work volume and LCTC Staff transition.

**DISCUSSION**

Due to a reduction in work volume, monthly meetings are no longer required. Staff proposes the Commission hold its regular meetings at 1:00 pm, every other month, on odd-numbered months. This schedule will allow the Commission to coordinate meetings with the LTSA, who also meet on odd-numbered months. Any meetings occurring on days/times other than the proposed days/times will be considered "Special" Meetings.

**ALTERNATIVES**

Provide direction to staff.

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**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

Matthew C. Boyer, Executive Secretary  
Matthew C. Boyer & Associates

1631 ALHAMBRA BOULEVARD  
SUITE 100  
SACRAMENTO, CA 95816


PH: (530) 953-8857

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Staff Report

To: Lassen County Transportation Commission **AGENDA ITEM 4.11**

Date: September 26, 2018

From: Brenda Hernandez, Transportation Planner  
Matthew C. Boyer, Executive Secretary 

Subject: Policy Requiring Concurrence from Executive Secretary of the Lassen County Transportation Commission for STIP Allocation Requests

**REQUESTED ACTION**

**BY MOTION,**

**Adopt Resolution 19-01 Requiring Local Project Sponsors to obtain Concurrence from the Executive Secretary of the Lassen County Transportation Commission (LCTC) for State Transportation Improvement Program Allocation Requests prior to submittal to Caltrans and the California Transportation Commission (CTC).**

**PAST ACTION**

Previously, the City of Susanville and the County of Lassen, as local project sponsors, submitted allocations, extensions, amendments, or other requests for proposed changes to projects listed in the State Transportation Improvement Program (STIP) directly to Caltrans and the CTC.

**DISCUSSION**

As the Regional Transportation Planning Agency, the LCTC is responsible for programming and monitoring the use of various state and federal transportation funding resources. Furthermore, the LCTC is responsible for monitoring the amount and timing of all fund allocation requests.

Therefore, staff recommends that local project sponsors request concurrence from the Executive Secretary of the LCTC for STIP allocation requests, extensions, amendments or other requests for proposed changes prior to submittal to Caltrans and the CTC. Like all disbursements of funds previously-approved by the Commission, concurrence of STIP allocation requests will be a staff-level function, not requiring Commission approval.

**ALTERNATIVES**

Provide direction to staff.

Attachment

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LASSEN COUNTY TRANSPORTATION COMMISSION

Resolution 19-01

Resolution Requiring Concurrence from the Executive Secretary of the Lassen County Transportation Commission for STIP Allocation Requests prior to submittal to Caltrans and the California Transportation Commission

WHEREAS, the Lassen County Transportation Commission (LCTC) is the designated regional transportation planning agency (RTPA) for the Lassen County region;

WHEREAS, the LCTC is responsible for programming and monitoring the use of various state and federal transportation funding sources;

WHEREAS, the LCTC has programmed the region's share of State Transportation Improvement Program (STIP) funds to certain projects and reflects those projects and funds in the *Regional Transportation Improvement Program* (RTIP);

WHEREAS, the LCTC is the agency responsible for assuring that the regional shares of STIP funds are programmed and expended according to CTC and Caltrans guidelines and programming actions;

WHEREAS, the *Local Assistance Procedures Manual* states the RTPA's governing board has the authority to require their approval of fund allocation requests prior to submittal to Caltrans;

NOW THEREFORE BE IT RESOLVED, that the LCTC hereby requires local project sponsors to obtain concurrence from the Executive Secretary in allocation, extension, amendment, or other requests for proposed changes to projects listed in the RTIP, prior to submittal of such request to Caltrans and the California Transportation Commission for STIP projects.

The foregoing resolution was passed and adopted at the October 1, 2018 meeting of the Lassen County Transportation Commission by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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DAVID TEETER, Chairman  
Lassen County Transportation Commission

The foregoing instrument is a correct copy of the original on file in the office of the Executive Secretary of the Lassen County Transportation Commission.

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October 1, 2018

Matthew C. Boyer, Executive Secretary



**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

1631 ALHAMBRA BLVD  
SUITE 100  
SACRAMENTO, CA 95816

Matthew C. Boyer, Executive Secretary  
Matthew C. Boyer & Associates


PH: (530) 953-8857

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Staff Report

To: Lassen County Transportation Commission **AGENDA ITEM 4.12**

Date: September 19, 2018

From: Brenda Hernandez, Transportation Planner  
Matthew C. Boyer, Executive Secretary 

Subject: Reallocation of Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Bus Purchases

**REQUESTED ACTION**

**BY MOTION:**

Adopt Resolution 19-02 authorizing the Executive Secretary of the Lassen County Transportation Commission to sign all documents related to reallocation of \$320,000 in Public Transportation Modernization, Improvement, and Service Enhancement Account funds from the Bus Stop Improvements 2017 project, and remaining funds from the 2016 Rolling Stock project to the new 2018 Rolling Stock project.

**BACKGROUND**

At the June 13, 2016 LCTC meeting the Commission programmed PTMISEA funding toward the improvement of bus stops. A total of \$407,259 was allocated in March 2018 for this project. Furthermore, the LCTC allocated \$78,740 PTMISEA funds for the Bus Shelter Project and \$33,208 Low Carbon Transit Operations Program funds for the Bus Stop Enhancement project. The improvement of stops will likely face major obstacles in Americans with Disabilities Act compliance and right-of-way acquisition. These obstacles may delay progress resulting in delivery of PTMISEA projects extending beyond the June 30, 2022 deadline.

Furthermore, the LTSA's application for Federal Transit Administration (FTA) funds to replace bus 17 was denied, however buses 17 and 18 have reached their useful life. By FTA standards, their useful life is 10 years and 350,000 miles, and our standard is 8 years. Both buses were purchased in 2009 and have over 250,000 miles, and the process of purchasing a new vehicle can take 1 to 2 years, leaving the buses past their useful life.

**DISCUSSION**

Staff recommends reallocating \$320,000.00 from the Bus Stop Improvement 2017 project, remaining funds from the 2016 Rolling Stock Project (\$ 6,696.42), and the left over funds from the Facility Expansion Project (\$2,609.98) to a new 2018 Rolling Stock Project, to replace buses 17 and 18.

**ALTERNATIVES**

Provide direction to staff.

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LASSEN COUNTY TRANSPORTATION COMMISSION

Resolution 19-02

Resolution Authorizing for the use of Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Funds

WHEREAS, the Lassen County Transportation Commission (LCTC) is an eligible project sponsor and may receive state funding from the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 88 (2007) named the Department of Transportation (Department) as the administrative agency for the PTMISEA; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing PTMISEA funds to eligible project sponsors (local agencies); and

WHEREAS, the LCTC wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Secretary; and

WHEREAS, the LCTC wishes to apply PTMISEA funding from the Bus Stop Improvements 2017 project in the amount of \$320,000.00 and from left over funds from the 2016 Rolling Stock Project and the Lassen Rural Bus Maintenance Facility Expansion Project toward the purchase of two new transit fleet vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the LCTC that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all PTMISEA funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Executive Secretary be authorized to execute all required documents of the PTMISEA program and any Amendments thereto with the California Department of Transportation

The foregoing resolution was passed and adopted at the October 1, 2018 regular meeting of the Lassen County Transportation Commission by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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DAVID TEETER, Chairman  
Lassen County Transportation Commission

The foregoing instrument is a correct copy of the original on file in the office of the Executive Secretary of the Lassen County Transportation Commission.

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Matthew C. Boyer, Executive Secretary

October 1, 2018



**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

Matthew C. Boyer, Executive Secretary  
Matthew C. Boyer & Associates

1631 ALHAMBRA BOULEVARD,  
SUITE 100  
SACRAMENTO, CA 95816

PH: (530) 953-8857

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Staff Report

To: Lassen County Transportation Commission

**AGENDA ITEM 4.13**

Date: September 19, 2018

From: Brenda Hernandez, Transportation Planner  
Matthew C. Boyer, Executive Secretary

A handwritten signature in blue ink, appearing to read "Matthew C. Boyer", is placed next to the name of the Executive Secretary.

Subject: Amended FY 2017/18 State Transit Assistance Apportionment and Claim

**REQUESTED ACTION**

**BY MOTION, approve Resolution 19-03 Amending the Fiscal Year 2017/18 State Transit Assistance Apportionment and approve the related claim from Lassen Transit Services Agency.**

**PAST ACTION**

Previously, the Commission apportioned Fiscal Year 2017/18 State Transit Assistance (STA) in the amount of \$123,493 to the Lassen Transit Services Agency.

On June 19, 2017 the Commission approved Resolution 17-11 which approved the Lassen Transit Service Agency (LTSA)'s claim for State Transportation Assistance in the amount of \$123,493.

**DISCUSSION**

On August 16, 2018 the California State Controller released the FY 2017/18 Fourth Quarter State Transit Assistance fund allocation amounts, and revised the total FY 2017/18 apportionment to \$205,855.

The Commission's prior apportionment and claim approval limits the amount of STA funds the Lassen Transit Service Agency can receive \$123,493.

Resolution 19-03 increases the FY 2017/18 apportionment of STA funds to LTSA to \$205,855, an increase of \$82,362.

Resolution 19-03 also approves the LTSA claim for the additional \$82,362.

**ALTERNATIVES**

Provide direction to staff.

Attachments (2)

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**CLAIM**  
**State Transit Assistance (STA)**  
**For Fiscal Year 2017/2018 Funds**

TO: LASSEN COUNTY TRANSPORTATION COMMISSION  
1631 Alhambra Blvd. Ste. 100  
Sacramento, CA 95816

FROM: Lassen Transit Service Agency  
707 Nevada Street  
Susanville, CA 96130

The Lassen Transit Service Agency hereby requests, in accordance with Chapter 161, Statutes of 1979, as revised, and applicable rules and regulations that its annual claim for FY 2017/2018 State Transit Assistance funds be increased by the Lassen County Transportation Commission, in the amount of \$82,362 (Eighty-Two Thousand Three Hundred Sixty-Two) to be drawn from the State Transit Assistance fund for the Lassen County Transportation Commission.

Article and Section of TDA	Purpose	Amount
Article 4, Section 6730 (a)	Lassen Rural Bus Operation	\$82,362
Total STA Claim:		\$82,362

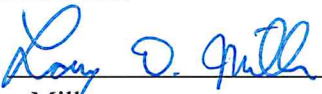
Approval of this claim, this application, and payment by the County Auditor is subject to such moneys being on hand and available for distribution and is subject to the provisions that such moneys will only be used in accordance with the terms of the approved annual financial plan.

**APPROVED**

By: \_\_\_\_\_  
Matthew C. Boyer  
LCTC Executive Secretary

Approval Date: \_\_\_\_\_

**SUBMITTED**

By:   
Larry Millar  
Public Works Director

Submittal Date: 9/4/18

LASSEN COUNTY TRANSPORTATION COMMISSION  
Resolution 19-03  
Revised FY 2017/18 State Transit Assistance Apportionment

WHEREAS, The Lassen County Transportation Commission (LCTC) is the Regional Transportation Planning Agency for the County of Lassen responsible for distributing State Transit Assistance Funds and,

WHEREAS, On August 16, 2018 the California State Controller released the FY 2017/18 Fourth Quarter State Transit Assistance fund allocation amounts, and revised the total FY 2017/18 apportionment to \$205,855; and,

WHEREAS, The Commission's prior apportionment and claim approval limits the amount of STA funds the Lassen Transit Service Agency can receive \$123,493;

WHEREAS, The Lassen Transit Service Agency (LTSA), a joint powers agency responsible for providing transit services within the County of Lassen and the City of Susanville, has submitted a claim for the additional State Transit Assistance funds in the amount of \$82,362.00; and

THEREFORE, BE IT RESOLVED, that the LCTC approves a revised apportionment in the amount of \$205,855 in State Transit Assistance funds to the Lassen Transit Services Agency; and,

BE IT FURTHER RESOLVED, that the Executive Secretary is authorized to sign the supplemental claim for State Transit Assistance funds from the Lassen Transit Services Agency in the amount of \$82,362; and,

BE IT FURTHER RESOLVED, that the Executive Secretary of the LCTC is hereby authorized to file the appropriate transportation claim and allocation instruction to the County Auditor for the proper transfer of funds.

The foregoing resolution was passed and adopted at the October 1, 2018 meeting of the Lassen County Transportation Commission by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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DAVID TEETER, Chairman  
Lassen County Transportation Commission

The foregoing instrument is a correct copy of the original on file in the office of the Executive Secretary of the Lassen County Transportation Commission.

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Matthew C. Boyer, Executive Secretary

October 1, 2018



**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY


1631 ALHAMBRA BOULEVARD  
SUITE 100  
SACRAMENTO, CA 95816

Matthew C. Boyer, Executive Secretary  
Matthew C. Boyer & Associates

PH: (530) 953-8857

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Staff Report

To: Lassen County Transportation Commission **AGENDA ITEM 4.14**  
Date: September 26, 2018  
From: Matthew C. Boyer, Executive Secretary   
Subject: Approval of Contract for State Route 36 Complete Street and Safe Mobility Study

**REQUESTED ACTION**

Authorize the Executive Secretary to execute a contract with Mark Thomas, for an amount not to exceed \$188,650, to prepare the State Route 36 Complete Street and Safe Mobility Study.

**PAST ACTION**

Previously, the Commission authorized the release of a Request for Proposals for State Route 36 Complete Street and Safe Mobility Study. Four proposals were received.

**DISCUSSION**

A committee consisting of the following individuals interviewed the four respondents on September 5, 2018.

Matt Boyer, Executive Secretary, Lassen County Transportation Commission  
Quincy McCourt, Project Manager, City of Susanville  
Mike Mogen, Project Manager, Caltrans  
David Teeter, Chairman, Lassen County Transportation Commission

The combined scores for the four firms that were interviewed, were as follows (400 points possible).

Alta planning + design	320
Design Workshop	358
W-Trans	327
Mark Thomas	375

In addition to the combined scores, although very close between the top firms, each of the four panelists had Mark Thomas as their highest-ranked team.

Finally, it is interesting to note that upon opening the cost proposals, Mark Thomas had the **lowest** fee. The Commission has a total of \$200,045.00 budgeted for the project. The remainder will be held in contingency. The City has requested consideration of possible amendment to the Overall Work Program and grant to help off-set City staff costs associated with participating in the study.

**ALTERNATIVES**

Commission to provide direction to staff.

Attachment

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## LASSEN COUNTY TRANSPORTATION COMMISSION STANDARD AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract"), is made and entered by and between the Lassen County Transportation Commission (hereinafter "LCTC"), through its duly appointed Chief Executive Officer, and Mark Thomas & Company, Inc., (hereinafter "Contractor").

### RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. LCTC desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall complete work in accordance with the Scope of Work, attached hereto as **Exhibit A**, as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
  - a. This Agreement shall go into effect on October 1, 2018, contingent upon approval by LCTC, and Contractor shall commence work after notification to proceed by LCTC's Project Manager. This Agreement shall end on December 11, 2019, unless extended by written amendment pursuant to Section 12 below.
  - b. Contractor is advised that any recommendation for contract award is not binding on LCTC until the contract is fully executed and approved by LCTC.
2. Scope of Work: Contractor agrees to fully perform the work described in **Exhibit A - Scope of Work**. In the event of any inconsistency between **Exhibit A** and other terms and conditions of this Agreement, **Exhibit A** shall control. LCTC reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by LCTC's Chief Executive Officer. Approval shall not be presumed unless such approval is made by LCTC in writing.
3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to LCTC that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor

shall provide written proof of such licenses, permits, insurance and approvals upon request by LCTC. LCTC is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration:

- a. Payment to Contractor by LCTC shall be made as set forth in **Exhibit A**. The amount to be paid to Contractor under this Agreement shall not exceed **One Hundred Eighty-Eight Thousand, Six Hundred Fifty Dollars (\$188,650)**, unless expressly authorized in writing by the LCTC Chief Executive Officer. In no instance shall LCTC be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

b. Cost Principles and Administrative Requirements:

- (1) Contractor agrees that the "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 CFR, Part 200, shall be used to determine the cost allowability of individual items.
- (2) Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
- (3) Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 23 CFR, 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or any other applicable State or Federal Regulations, are subject to repayment by Contractor to LCTC. Disallowed costs must be reimbursed to LCTC within thirty (30) days unless LCTC approves in writing an alternative repayment plan. Should Contractor fail to return disallowed costs to LCTC within thirty (30) days, LCTC is authorized to withhold payments due to Contractor from other LCTC contracts.
- (4) Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link:  
<http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to

Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

- (5) Contractor and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures and shall provide support for all invoices sent to LCTC. Contractor shall also provide LCTC with the Caltrans, Local Assistance Procedures Manual, **Exhibit 10-K** (Consultant Certification of Contract Costs and Financial Management System).
- (6) Contractors and subcontractors shall comply with:  
  
23 CFR; Caltrans' Local Assistance Procedures Manual (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>);  
  
Caltrans' Local Assistance Programs Guidelines (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm>);  
  
California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state Legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.
- (7) All subcontracts in excess of \$25,000 shall contain provisions 5.b(1) through 5.b(6) above.



6. Invoicing, Costs and Payment:

a. Contractor shall submit monthly invoices in arrears to LCTC based on services provided and any actual costs incurred. Each invoice shall include the following: (i) prepared on Contractor's letterhead; (ii) signed by Contractor's Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices. Contractor invoices shall also comply with all requirements set forth in Subsection b. below including, but not limited to, Subsection b(8). Contractor shall submit written invoices in triplicate to the LCTC as specified in Subsection b(8). Contractor shall be paid as specified in Subsection b. below. Said invoices shall indicate the number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for LCTC, in its opinion, to substantiate billings. (Attached as **Exhibit G** is a list of LCTC's required supporting documentation for invoices.) LCTC reserves the right to withhold payment of disputed amounts.

b. Allowable Costs and Payments: Contractor will be reimbursed for hours worked at the hourly rates specified in Contractor's Cost Proposal attached hereto (Caltrans, Local Assistance Procedures Manual, **Exhibit 10-H**) ("Cost Proposal"). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement.

(1) In addition, Contractor will be reimbursed for incurred (actual) direct costs other than salary costs that are in the Cost Proposal and identified in the Cost Proposal and in the executed Task Order/Scope of Work.

(2) Specific projects will be assigned to Contractor through issuance of Task Orders/approval of the Scope of Work.

(a) For any project to be performed under this Agreement, LCTC will prepare a draft Task Order/Scope of Work; less the cost estimate. A draft Task Order/Scope of Work will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate LCTC's Project Representative. The draft Task Order/Scope of Work will be delivered to Contractor for review. Contractor shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order/Scope of Work shall be signed by both LCTC and Contractor.

(b) Task Orders/Scope of Work may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of

which must be based on the labor and other rates set forth in Contractor's Cost Proposal.

- (3) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- (4) When milestone cost estimates are included in the approved Cost Proposal, Contractor shall obtain prior written approval for a revised milestone cost estimate from LCTC's Project Manager before exceeding such estimate.
- (5) Progress payments for each Task Order/Scope of Work will be made monthly in arrears based on services provided and actual costs incurred.
- (6) Contractor shall not commence performance of work or services until this Agreement has been approved by LCTC, and notification to proceed has been issued by LCTC's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- (7) No expenditures are authorized on the project and work shall not commence until a Task Order/Scope of Work for the project has been executed by LCTC.
- (8) Contractor will be reimbursed as promptly as fiscal procedures will permit upon receipt by LCTC of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order/Scope of Work. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Contractor is billing, or upon completion of the Task Order/Scope of Work. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order/Scope of Work number. Credits due to LCTC that include any equipment purchased under the provisions of Section 43 of this Agreement, must be reimbursed by Contractor prior to the expiration or termination of this Agreement. Invoices shall be mailed to LCTC's Project Manager at the address provided in Section 17.
- (9) The period of performance for Task Orders/Scope of Work shall be in accordance with dates specified in the Task Order/Scope of Work. No Task Order/Scope of Work will be written which extends beyond the expiration date of this Agreement.
- (10) The total amount payable by LCTC for an individual Task Order/Scope of Work shall not exceed the amount agreed to in the Task Order/Scope of Work, unless authorized by written amendment.
- (11) If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order/Scope of Work, no payment will be made until the deliverable has been satisfactorily completed.

- (12) Task Orders/Scope of Work may not be used to amend this Agreement and may not exceed the Scope of Work under this Agreement.
- (13) All subcontracts in excess of \$25,000 shall contain provisions 6.b(1) through 6.b(12) above.

7. Independent Contractor: The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of LCTC. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit LCTC to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

- a. LCTC reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor with the reasons for termination stated in the notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.
- b. LCTC may terminate this Agreement with Contractor, should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LCTC may proceed with the work in any manner deemed proper by LCTC. If LCTC terminates this Agreement with Contractor, LCTC shall pay Contractor the sum due to Contractor under this Agreement prior to Contractor's failure to perform, unless the cost of completion to LCTC exceeds the funds remaining in the Agreement. In which case, the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- c. The maximum amount for which the LCTC shall be liable if this contract is terminated is One Hundred Eighty-Eight Thousand, Six Hundred Fifty Dollars (\$188,650).

9. Assignment: The parties understand that LCTC entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of LCTC, this Agreement is not assignable by the Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of LCTC.

- a. LCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Nothing contained in this Agreement or otherwise, shall create any contractual relation between LCTC and any subcontractor, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to LCTC for the acts and omissions of its subcontractors 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 Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from LCTC's obligation to make payments to the Contractor.
- c. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by LCTC's Project Manager, except that which is expressly identified in the approved Cost Proposal.
- d. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to Contractor by LCTC.
- e. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors, including:
  - (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200, and "Contract Cost Principles and Procedures."
  - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
  - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing work associated with this Agreement or any part of it.

- (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
  - (5) Permit LCTC and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
  - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 31, Disadvantaged Business Enterprise Participation.
- f. Any substitution of subcontractors must be approved in writing by LCTC's Project Manager prior to the start of work by the subcontractors.

14. Indemnity: To the fullest extent permitted by law, including California Civil Code section 2782.8, Contractor shall defend (with legal counsel reasonably acceptable to LCTC), indemnify and hold harmless LCTC, its officers, agents, and employees, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Contractor or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent caused by the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify LCTC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of LCTC, its officers, agents, and employees. Notwithstanding any other provision of this Agreement, Contractor's obligation to defend, indemnify and hold harmless LCTC shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to the Contractor's performance pursuant to the Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

**POLICY**

- (1) Workers' Compensation; Employer's Liability.
- (2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 covering Automobile Liability, code 1 (any auto).
- (3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).
- (4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by LCTC).

**MINIMUM LIMITS OF LIABILITY**

- Statutory requirements for Workers' Compensation; \$1,000,000 Employer's Liability.
- Bodily Injury/Property Damage \$1,000,000 each accident.
- \$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- \$1,000,000 per claim.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by LCTC.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - (1) For any claims related to this Agreement, the Contractor's insurance coverage shall be the primary insurance with respect to LCTC, its directors, officers, employees and agents. Any insurance or self-insurance maintained by LCTC, its directors, officers, employees or agents shall be in excess of the Contractor's insurance and shall not contribute to it.
  - (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LCTC, its directors, officers, employees or agents.
  - (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to LCTC.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by LCTC.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to LCTC an original Certificate of Insurance on a standard ACORD form,

or other form acceptable to LCTC, substantiating the required coverages and limits set forth above and also containing the following:

- (1) Thirty (30) days prior written notice to LCTC of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
    - (2) The following statement with respect to the Commercial General Liability policy: "LCTC and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
  - e. Certified Copies of Policies: Upon request by LCTC, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
  - f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude LCTC from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Retention of Records and Audit Procedures:
- a. LCTC or its designee, including but not limited to any State or Federal agency, shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq. (when applicable) and other matters connected with the performance of the contract pursuant to Government Code 8546.7.
  - b. If so directed by LCTC upon expiration of this Agreement, the Contractor shall cause all Records to be delivered to LCTC as depository.
  - c. Contractor and its subcontractors agree to cooperate with the State and LCTC by making all appropriate and relevant project Records available for audit, inspection, and/or copying by the State, the California State Auditor, or any duly authorized representative of the State or Federal government. Such Records shall be available at all reasonable times during the term of this Agreement and for three (3) years from the date of submission of the final expenditure report by the State to FHWA.

d. For the purpose of determining compliance with Public Contract Code 10115, *et seq.*, and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.*, (when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7), Contractor, subcontractors, and LCTC shall maintain and make available for inspection all Records, and other evidence pertaining to the performance of the contract including, but not limited to, the costs of administering the Agreement.

(1) All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The State, State Auditor, LCTC, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Contractor and its certified public accountants (CPA) work papers that are pertinent to the Agreement, and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

(2) Subcontracts in excess of \$25,000 shall contain this entire Section 16.

e. Audit Review Procedures:

(1) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by LCTC's Chief Executive Officer.

(2) Not later than 30 days after issuance of the final audit report, Contractor may request a review by LCTC's Chief Executive Officer of unresolved audit issues. The Contractor's request for review will be submitted in writing.

(3) Neither the pendency of a dispute nor its consideration by LCTC will excuse Contractor from full and timely performance in accordance with the terms of this Agreement.

(4) Contractor and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit workpaper review. If selected for audit or review, the Agreement, cost proposal, ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure Federal, State, or local government officials are allowed full access to the CPA's workpapers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by Contractor and approved by LCTC to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by LCTC at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the Federal, State or local governments have access to CPA



workpapers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

17. Project Managers: LCTC's Project Manager for this Agreement is Matthew C. Boyer unless LCTC otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the LCTC Project Manager at the following address:

Matthew C. Boyer  
1631 Alhambra Boulevard, Suite 100  
Sacramento CA 95816  
(916) 759-2268  
matt@mcbandassociates.com

Contractor's Project Manager for this Agreement is James Pangburn. No substitution of Contractor's Project Manager is permitted without the prior written agreement of LCTC, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8 (a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

James Pangburn  
701 University Ave, Suite 200  
(916) 381-9100  
jpangburn@markthomas.com

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of LCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of LCTC to enforce these provisions.

20. Litigation: Contractor shall notify LCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or LCTC, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of LCTC.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Contractor assures LCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA

including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Contractor also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code section 4450 and 4454, if applicable.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is LCTC's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101 et seq., and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and other California State discrimination laws and regulations. LCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. LCTC prohibits discrimination by its employees, contractors and consultants.

Contractor hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as LCTC may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will act in accordance with Title VI and will not unlawfully discriminate against any employee or applicant for employment

because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. Contractor and its subcontractors and shall comply with the obligations of the "Administering Agency, as set forth in **Exhibit E**, "Fair Employment Practices Addendum" and **Exhibit F**, "Non-Discrimination Assurances" attached hereto and incorporated herein by this reference. Contractor and its subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Administrative Code, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 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 a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor, with regard to the work performed by it during the Agreement, 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. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or the organization's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation, and employee assistance programs; and
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement shall:
  - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
  - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not meet with employees or supervisors on LCTC or State property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

26. Debarment, Suspension, and Other Responsibilities: Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
- b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, or receiving stolen property.

- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.
- e. Contractor shall complete the Debarment Certification Form, attached hereto as **Exhibit B**.

27. Conflicts of Interest:

- a. Contractor shall disclose any financial, business, or other relationship with LCTC that may have an impact upon the outcome of this Agreement, or any ensuing LCTC construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing LCTC construction project, which will follow.
- b. Contractor hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Contractor shall immediately notify LCTC of any and all potential violations of this Section upon becoming aware of the potential violation.
- d. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

28. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, LCTC shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

29. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by LCTC, as provided for in the Conflict of Interest Code for LCTC, shall promptly file economic disclosure statements for the disclosure categories determined by LCTC, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

30. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Contractor certifies, to the best of his or her knowledge or belief, that:
  - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. 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.
- c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

31. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's 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; however, DBE participation is not a condition of award. In any event, Contractor shall complete the DBE Information Form attached to this Agreement as **Exhibit C**, as well as **Exhibit 10-02** from the Caltrans Local Assistance Procedures Manual, so that LCTC may compile statistics for Federal reporting purposes.

- a. Non-Discrimination: Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as LCTC may deem appropriate. Each subcontract signed by

Contractor in the performance of this Agreement must include this nondiscrimination clause.

b. Prompt Payments to DBE and Non-DBE Subcontractors:

- (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from LCTC. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of LCTC. This clause applies to both DBE and non-DBE subcontracts.
- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of LCTC. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by LCTC. If LCTC makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, LCTC shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as LCTC deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

c. Records: Contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to LCTC.

d. Termination of a DBE: In conformance with 49 CFR Section 26.53:

- (1) Contractor shall not terminate a listed DBE subcontractor unless Contractor has received prior written authorization from LCTC's Project Manager. LCTC's Project Manager will authorize termination only if the Project Manager determines that Contractor has good cause to terminate the DBE

subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).

- (2) Prior to requesting LCTC's authorization to terminate and/or substitute a DBE subcontractor, Contractor shall give notice in writing to the DBE subcontractor, with a copy to LCTC, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the Contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why LCTC should not approve the Contractor's action. LCTC may, in instances of public necessity, approve a response period shorter than five days.
  - (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, Contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Contractor in writing with the date of certification. Contractor shall then provide to the Project Manager of LCTC written documentation indicating the DBE's existing certification status.
- f. Noncompliance by Contractor. Contractor's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as LCTC may deem appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

32. Campaign Contribution Disclosure: Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as **Exhibit D**.

33. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

34. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

35. Integration: This Agreement represents the entire understanding of LCTC and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.



36. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

37. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

38. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

39. Ownership; Permission:

- a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of LCTC, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to LCTC upon request.
- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) LCTC is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in **Exhibit A**. Contractor shall defend, indemnify and hold harmless LCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

40. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

41. Rebates, Kickbacks, or Other Unlawful Consideration: Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LCTC employee. For breach or violation of this warranty, LCTC shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

42. Equipment Purchase:

- a. Prior authorization in writing, by LCTC's Project Manager shall be required before Contractor enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Contractor services. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Contractor's Cost Proposal and exceeding \$5,000 prior authorization by LCTC's Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this contract is subject to the following: "Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LCTC shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Contractor may either keep the equipment and credit LCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LCTC procedures, and credit LCTC in an amount equal to the sales price. If Contractor elects to keep the equipment, fair market value shall be determined at Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to LCTC and Contractor, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LCTC." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- d. All subcontracts in excess \$25,000 shall contain the above provisions.

43. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

44. Clean Air Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Contractor agrees to report each Clean Air requirement violation to LCTC and

understands and agrees that LCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

45. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of LCTC's Contracts Administrator and Chief Operating Officer. This Committee may consider the written information or additional verbal information submitted by Contractor at the request of the Committee. A determination shall be made by the Committee within 10 business days. In the event that Contractor disputes the Committee's determination, Contractor may request review by LCTC's Chief Executive Officer of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the Agreement. The Contractor's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Contractor from full and timely performance in accordance with this Agreement.

46. Confidentiality of Data:

- a. All financial, statistical, personal, technical, or other data and information relative to LCTC's operations, which are designated confidential by LCTC and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- b. Permission to disclose information on one occasion, or public hearing held by LCTC relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.
- c. Contractor shall not comment publicly to the press or any other media regarding this Agreement or LCTC's actions on the same, except to LCTC's staff, Contractor's own personnel involved in the performance of this contract, or in response to questions from a Legislative committee.
- d. Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LCTC, and receipt of LCTC'S written permission.
- e. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Section.
- f. All information related to cost estimates is confidential, and shall not be disclosed by Contractor to any entity other than LCTC.

47. Evaluation of Contractor Performance: Contractor's performance may be evaluated by LCTC. A copy of the evaluation will be sent to Contractor for comments. The evaluation together with the comments shall be retained as part of the contract file.

48. Funding Requirements:

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- b. This Agreement is valid and enforceable only, if sufficient funds are made available to LCTC for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LCTC's governing Board that may affect the provisions, terms, or funding of this Agreement in any manner.
- c. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

- d. LCTC has the option to void the contract under the 30-day termination clause pursuant to Section 8 of this Agreement, or by mutual agreement to amend the contract to reflect any reduction of funds.

***(Signature Page to Follow)***

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS  
OF THE DATE HEREIN ABOVE APPEARING:

**Lassen County Transportation Commission**

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Matthew C. Boyer, Executive Secretary

APPROVED AS TO FORM:

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SLOAN SAKAI YEUNG & WONG, LLP  
Legal Counsel to LCTC

**Mark Thomas & Company, Inc**

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Matt Brogan, Principal/Vice President

## **EXHIBIT “A”**

### **Scope of Work**

#### **Task 1. Project Initiation and Existing Conditions**

##### Task. 1.1 Project Kick-off and Staff Coordination

Mark Thomas will meet with LCTC to launch planning efforts, review project schedule, and identify Technical Advisory Committee (TAC) members, including Caltrans, City of Susanville, and Lassen Transit Service Agency. LCTC and the Contractor’s team will have monthly project meetings with Contractor and TAC as necessary to ensure good communication and coordination on upcoming tasks to ensure the project remains on schedule and within budget. Caltrans staff will be invited to all TAC meetings. This scope assumes 12 meetings (10 conference calls and 2 face meetings in Susanville).

##### Task. 1.2 Meetings with Caltrans

LCTC and the Mark Thomas will meet with Caltrans to kick-off the project, discuss their goals for the project, and identify operations and maintenance needs. In addition to the kick-off meeting with Caltrans, up to two (2) additional meetings will be held with various Caltrans District 2 Functional Units. The scope assumes meetings in Redding. These include Planning, Maintenance, and Operation, Traffic, and Traffic Safety. These meetings would further discuss and collaborate on the project needs, concepts, and future implementation.

##### Task 1.3. Background Research and Data Gathering

The Mark Thomas team will review and assess existing plans from the City of Susanville, LCTC, Lassen County, Caltrans, Lassen Transit Service Agency and other sources, conduct field reconnaissance, gather existing conditions and background data by identifying opportunities and constraints as well as standards that should be used to guide preparation of the plan.

The Mark Thomas team will develop base maps based on available data, review environmental constraints, land uses, socioeconomic conditions including population projections, employment, commuting characteristics, transportation modes, green space and open space planning, public safety, air quality, traffic calming, and housing. Review existing and planned developments impacting the project area.

Through on-site reconnaissance, aerial maps, and recently completed studies and plans, identify locations of existing facilities such as pedestrian and bicycle infrastructure, bus stops, and parking locations. Identify right of way, sight distances and obstructions, on street parking restrictions, transit circulation, and school circulation.

##### Task 1.4 Safety Analysis

The Mark Thomas team will review safety data along the corridor and identify common collision types, severities and hot spot locations are discovered. A prioritization of segments and intersections will be developed by analyzing metrics, which includes crash rate, total number of collisions, and Life Benefit dollar amount. The Mark Thomas team will identify appropriate

countermeasures to mitigate common collision types. Finally, collision severity and benefit cost/ratios will be evaluated.

#### Task 1.5 Prepare Existing Conditions, Issues and Opportunities Memo

Mark Thomas and LSC will prepare an existing conditions summary memo and annotated list of studies and plans to be incorporated into the Plan. The memo will also include an identification of the issues, opportunities and gaps to be addressed through the Plan. This report will establish the framework and technical analysis that will form the foundation for the Plan development that will be used to engage the public in the next phases of the planning process.

Task	Deliverable
1.1	Monthly Meeting Notes (12)
1.2	Caltrans Meeting Notes (2)
1.3	Analysis and Review of Existing Plans, Studies, and Reports Development of Base Maps – Due Mon 12/24/18
1.4	Safety Analysis Memo – Due Mon 2/25/19
1.5	Existing Conditions Technical Memo – Due Mon 3/11/19

### **Task 2. Public Participation and Community Outreach**

#### Task 2.1 Public Outreach Workshops and Stakeholder Outreach

Mark Thomas will assist LCTC to prepare and facilitate at least three (3) public workshops during the project period, as well as at least one walking tour. This scope assumes attendance at two (2) of these meetings. Meetings should be planned during key project development stages. The public and identified stakeholders will be invited through extensive public outreach including local newspapers, websites, local radio stations, notification on buses, emails to distribution lists from previous LCTC and City of Susanville projects, emails to homeowner groups and existing community group distribution lists.

Mark Thomas will support LCTC with interviews with key stakeholders in order to identify the area's opportunities and challenges by providing drawings or exhibits. Each interview will be an informal discussion. A Memorandum will be prepared summarizing stakeholder needs, priorities, opportunities, and technical requirements. This scope assumes LCTC attendance only at stakeholder meetings.

#### Task 2.2 Public Participation Events

Mark Thomas will support LCTC when "going to the community" for a minimum of two (2) public events (potentially school sponsored events for parent feedback.) and visit at least 2 locations (e.g., shopping centers) where the community (visitors and residents) congregate in the course of everyday activities.



Task	Deliverable
2.1	Support Public Outreach Workshops and Stakeholder Interview (8 meetings total: attendance for 2 only) Stakeholder Interview #1 – Mon 1/7/19 Stakeholder Interview #2 – Mon 4/1/19 Stakeholder Interview #3 – Mon 6/24/19 Stakeholder Interview #4 – Mon 9/16/19
2.2	Summary Notes from Public Participation Events (4 meetings; support only) Public Event #1 – Mon 1/21/19 Public Event #2 – Mon 4/15/19 Public Event #3 – Mon 7/8/19 Public Event #4 – Mon 9/30/19

### **Task 3. Draft Plan Components**

#### Task 3.1 Conceptual Design Alternatives

Mark Thomas will prepare conceptual design alternatives for transforming SR 36 into a Complete Streets corridor inclusive of, and or in coordination with, Caltrans Operational Improvements. Alternatives will be based upon existing conditions and community input. Contractor will use before and after visualizations and renderings of the proposed alternatives to clearly communicate the impacts of new facilities and develop consensus around desired outcomes. Alternatives seek to improve facilities to enhance multimodal options for residents and students along SR 36. The project will build upon existing and planned operational improvements along SR 36.

Mark Thomas will develop multimodal and streetscape Design Guidelines identifying and incorporating community character and streetscapes. This will build upon the Susanville Main Street Revitalization Plan and Southeast Susanville Gateway Project. This will include guidance for community beautification and gateway projects. All alternatives will be presented for TAC and community feedback.

#### Task 3.2 Complete Street and Safe Mobility Plan

Mark Thomas shall incorporate the feedback of the TAC and the community on concept alternatives with facilitation of community consensus for the preferred scenario identified within the Plan. The Plan is to develop a report describing complete streets deficiencies, safety issues, and recommended improvements with a prioritized listing of projects. The Plan should include the following:

Establish conceptual designs for improvements to:

- Provide improved facilities for all users and make connections to existing and planned operational improvements.
- Demonstrate how complete streets principles can be applied to SR 36.
- Improve safety for all users and reduce vehicle speeds.
- Promote active living.

- Utilize graphs, tables, figures, and photos, to convey the results of the analysis and prioritization recommendations.
- Enhance and protect the recent investments along SR 36.
- Provide recommended policies for the City of Susanville consideration.

Task	Deliverable
3.1	Conceptual Design Alternatives (3) – Due Mon 8/19/19
3.2	Draft Complete Streets and Safe Mobility Plans – Due Mon 10/14/19

#### **Task 4. Implementation and Financial Plan**

##### Task 4.1 Recommended Projects and Programs

From Task 3, Mark Thomas will develop a list of programs and projects identifying next steps needed to implement the Plan. Preliminary costs estimates will be developed for proposed and or programs.

##### Task 4.2 Project Prioritization

This portion of the Plan will lay out the strategy for implementing the projects and programs. The Mark Thomas team, with input from the TAC, will develop a project evaluation strategy including scoring criteria and ranking. Priority projects will represent the projects and programs intended for near-term implementations.

The intent of an evaluation strategy is to identify achievable, priority projects for near-term implementation as well as projects for mid – and longer-term implementation. In order to do so, evaluation criteria needs to be developed to measure how strongly a projects meets the Plan’s goals and policies as well as how well it adheres to best practices.

##### Task 4.3 Financial Plan

Implementation of the projects and programs identified in Task 4.1 will take a significant amount of funding and time to implement. For the prioritized project list, develop planning level cost assumptions that will be used to determine project cost estimates. The financial plan will also include a funding strategy of potential sources and mechanisms.

Task	Deliverable
4.1-4.2	Recommended Projects and Programs, Project Prioritization – Due Mon 11/11/19
4.3	Financial Plan – Due Mon 12/9/19

#### **Task 5. Final Documentation**

##### Task 5.1 Administrative Draft Plan

The Contractor will prepare an Administrative Draft Plan incorporating deliverables from Tasks 1 through 5, including at a minimum:

1. Goals and Objectives
2. Existing Conditions: Analysis of existing conditions, land uses, plans, safety data, studies, etc.
3. Analysis of future conditions – Population and employment growth, traffic, land use, attractors, recreation, etc.
4. Summary of Public Outreach
5. Recommended Policies
6. Complete Streets Conceptual Designs and Design Guidelines
7. Implementation/Next Step and Financial Plan including project prioritization process and funding strategy

The administrative drafts will be reviewed by the Project Team and TAC and the plans will then be revised and finalized to go before the public for review and comment.

#### Task 5.2 Public Review Draft Plan

The Mark Thomas team will incorporate feedback/comments and revise the administrative draft plan into a public review draft. The draft will be released to the public in conjunction with the final round of public workshops for review and feedback. The Contractor team will present the Public Draft Plan to the LCTC Board and City Council.

#### Task 5.3 Final Plan

The Mark Thomas team will incorporate feedback for the public, LCTC, and the City of Susanville into a Final Plan. The Contractor will provide 1CD or thumb drive of all deliverables and 15 hard copies of the Final Plan for Project Team, LCTC Board, and City Council.

#### Task 5.4 Plan Presentation and/or Adoption

The Mark Thomas team will present the Final Plan to the LCTC Board and City Council.

Task	Deliverable
5.1	Administrative Draft; Project Team Review and Comments – Due Mon 1/6/20
5.2	Public Review Draft Plan (15 hard copies); Board Presentation, City Council Presentation – Due Mon 2/3/20
5.3	Final Plan (1 CD of all final deliverables and 15 hard copies) – Due Mon 3/2/20
5.4	Presentation materials; LCTC Board and City Council Agenda – Due Mon 4/6/20

#### ***Assumptions and Exclusions:***

- LCTC will plan and facilitate all public outreach meetings, stakeholder meetings, and attendance public events. Mark Thomas staff will support the LCTC by preparing exhibits, attending the meetings, and gathering feedback from the public.
- No surveying or mapping is included with this scope of work.
- 2 face to face PDT meetings are assumed.
- No detailed designs are included with this scope.
- Preparation of plan revisions for the CAPM project are not included in this scope.

- LCTC is responsible for public notifications regarding the project and public meetings, including websites.
- No economic analysis will be conducted with this scope of work.
- No grant applications will be prepared with this scope of work.
- Attendance at 2 public meetings is assumed.

*(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a “not to exceed” figure)*

**EXHIBIT B**  
**DEBARMENT CERTIFICATION FORM**

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of Federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature for Contractor

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Contractor Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number and E-Mail Address

## EXHIBIT C

### **DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM**

#### **Background**

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Lassen County Transportation Commission (LCTC), the California Department of Transportation ("Caltrans"), and the U.S. Department of Transportation that DBE's have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of LCTC contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

#### **Requirements and Purpose of Form**

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the "No DBE Participation" option below (Option #1), and sign and return this form.

#### **Resources**

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE's. The CUCP database may be accessed on-line at <http://www.californiaucp.com>. If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the Caltrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

#### **DBE/UDBE Participation Information**

*(Awardee must check at least one of the options below, provide required information regarding certified DBE's, and sign this Information Sheet on page 3)*

\_\_\_\_\_ **Option #1 - No Certified DBE participation proposed for this contract.**

\_\_\_\_\_ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**  
*(Please attach an additional sheet if necessary)*

\_\_\_\_\_  
Name of Certified DBE DBE Certification No.

\_\_\_\_\_  
DBE Address DBE Telephone No.

\_\_\_\_\_  
DBE E-Mail Address

Annual Gross Receipts (check one):

\_\_\_\_ Less than \$500,000  
\_\_\_\_ \$500,000-\$1 million Age of Firm  
\_\_\_\_ \$1 million-\$2 million  
\_\_\_\_ \$2 million-\$5 million  
\_\_\_\_ Over \$5 million

Race/Ethnicity: \_\_\_\_ Asian Pacific \_\_\_\_ Caucasian \_\_\_\_ Other\_\_\_\_  
\_\_\_\_ Asian Subcontinent \_\_\_\_ Hispanic  
\_\_\_\_ Black \_\_\_\_ Native American

\_\_\_\_\_  
Capacity of DBE (e.g., contractor, subcontractor, vendor) \$ Amount DBE Participation

\_\_\_\_\_  
Description of services or materials to be provided by DBE

\_\_\_\_\_  
Name of Certified DBE DBE Certification No.

\_\_\_\_\_  
DBE Address DBE Telephone No.

\_\_\_\_\_  
DBE E-Mail Address

Annual Gross Receipts (check one):

\_\_\_\_ Less than \$500,000  
\_\_\_\_ \$500,000-\$1 million Age of Firm  
\_\_\_\_ \$1 million-\$2 million  
\_\_\_\_ \$2 million-\$5 million  
\_\_\_\_ Over \$5 million

Race/Ethnicity: \_\_\_\_ Asian Pacific \_\_\_\_ Caucasian \_\_\_\_ Other\_\_\_\_  
\_\_\_\_ Asian Subcontinent \_\_\_\_ Hispanic  
\_\_\_\_ Black \_\_\_\_ Native American

Capacity of DBE (*e.g., contractor, subcontractor, vendor*)

\$ Amount DBE Participation

---

Description of services or materials to be provided by DBE

**Submitted by:**

---

**Signature**

---

**Date**

---

**Print Name and Title**

---

**Name of Contractor, if different than signatory**



**EXHIBIT D**  
**LEVINE ACT DISCLOSURE STATEMENT**

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the LCTC Board of Directors are:

David Teeter (Co. Supervisor)	Tom Hammond (Co. Supervisor)	Jeff Hemphill (Co. Supervisor)
Joe Franco (City Council)	Brian Moore (City Council)	Brian Wilson (City Council)

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any LCTC Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

\_\_\_ YES      \_\_\_ NO

If yes, please identify the Director(s): \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any LCTC Director(s) in the three months following the award of the contract?

\_\_\_ YES      \_\_\_ NO

If yes, please identify the Director(s): \_\_\_\_\_

Answering yes to either of the two questions above does not preclude LCTC from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)



California Government Code Section 84308


- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) **"Party"** means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
  - (2) **"Participant"** means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
  - (3) **"Agency"** means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
  - (4) **"Officer"** means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
  - (5) **"License, permit, or other entitlement for use"** means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
  - (6) **"Contribution"** includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has

willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811, (916) 322-5660.

COST PROPOSAL FOR PROJECT SCOPE: Lassen-SR 36 Complete Street Study

Mark Thomas														Subconsultants		TOTAL COST
														GPA Consulting	LSC Transportation	
	Principal	Sr. Project Manager	Project Manager	Project Engineer	Design Engineer I	LAUD Project Manager	Project Landscape Architect	Landscape Designer	Project Accountant	Sr. Project Coordinator	Sr. Project Assistant	Total Hours	Total MT Cost			
	\$358	\$216	\$177	\$133	\$93	\$155	\$99	\$79	\$94	\$113	\$86					
1.0 PROJECT INITIATION & EXISTING CONDITIONS																
1.1 Project Kick-Off & Staff Coordination	2	16		16					2	4	2	42	\$7,112	1,630	1,000	\$9,742
1.2 Meetings with Caltrans		20		20								40	\$6,980	-	1,600	\$8,580
1.3 Background Research & Data Gathering					16							24	\$2,552	11,510	6,680	\$20,742
1.4 Safety Analysis			8	4	24							36	\$4,180	-	15,515	\$19,695
Prepare Existing Conditions, Issues & Opportunities Memo				8	40							56	\$6,512	-	10,660	\$17,172
Subtotal Phase 1	2	44	8	56	80	0	0	0	2	4	2	198	\$27,336	\$13,140	\$35,455	\$75,931
PUBLIC PARTICIPATION & COMMUNITY																
2.0 OUTREACH																
Public Outreach Workshops & Stakeholder Outreach		20		20	20							60	\$8,840	-	-	\$8,840
Public Participation Events					60							60	\$5,580	-	-	\$5,580
Subtotal Phase 2	0	20	0	20	80	0	0	0	0	0	0	120	\$14,420	\$0	\$0	\$14,420
3.0 DRAFT PLAN COMPONENTS																
3.1 Conceptual Design Alternatives - Civil				24	100							124	\$12,492	-	7,240	\$19,732
3.1 Conceptual Design Alternatives - Landscape						4	8	40				52	\$4,572	-		\$4,572
3.2 Complete Streets & Safe Mobility Plan				16	80							96	\$9,568	-	4,180	\$13,748
Subtotal Phase 3	0	0	0	40	180	4	8	40	0	0	0	272	\$26,632	\$0	\$11,420	\$38,052
4.0 IMPLEMENTATION & FINANCIAL PLAN																
4.1 Recommended Projects & Programs		8		12	32							52	\$6,300	-	-	\$6,300
4.2 Project Prioritization		8		12	32							52	\$6,300	-	-	\$6,300
Financial Plan		2		8	24							34	\$3,728	-	-	\$3,728
Subtotal Phase 4	0	18	0	32	88	0	0	0	0	0	0	138	\$16,328	\$0	\$0	\$16,328
5.0 FINAL DOCUMENTATION																
5.1 Administrative Draft Plan		8		12	40							60	\$7,044	-	5,350	\$12,394
5.2 Public Review Draft Plan		8		12	32							52	\$6,300	-	3,145	\$9,445
5.3 Final Plan		8		8	24							40	\$5,024	-	500	\$5,524
Plan Presentation and/or Adoption		10		10								20	\$3,490	-	1,800	\$5,290
Subtotal Phase 5	0	34	0	42	96	0	0	0	0	0	0	172	\$21,858	\$0	\$10,795	\$32,653
TOTAL HOURS	2	116	8	190	524	4	8	40	2	4	2	900				
OTHER DIRECT COSTS													\$2,350	\$1,736	\$7,180	\$11,266
TOTAL COST	\$716	\$25,056	\$1,416	\$25,270	\$48,732	\$620	\$792	\$3,160	\$188	\$452	\$172		\$108,924	\$14,876	\$64,850	\$188,650

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: \_\_\_\_\_

Indirect Cost Rate: \_\_\_\_\_ \* for fiscal period \_\_\_\_\_ (mm/dd/yyyy to  
mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Lassen County Transportation Commission

Contract Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$\_\_\_\_\_ and the number of states in which the firm does business is \_\_\_\_\_.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

**Consultant Certification Signature \*\*:** \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Consultant Contact Information:

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

**\*\*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

*Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31.*

*23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

**Distribution:**           1)       Original to Caltrans Audits and Investigations  
                              2)       Retained in Local Agency Project Files



**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>		<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 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.  15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 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.

**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.

## EXHIBIT E

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors 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 12900(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 a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
  - (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
  - (b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

## EXHIBIT F

### NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirement; of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

## APPENDIX A TO EXHIBIT F

During the performance of this Agreement ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) **Compliance with Regulations:** ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.



## APPENDIX B TO EXHIBIT F

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

### (GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2003d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

### (HAEENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns

(1) that no person shall on the grounds of race, color sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (:) (and) \*

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (:) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C TO EXHIBIT F

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

## APPENDIX D TO EXHIBIT F

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc..) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.



**EXHIBIT G - LCTC REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES**

**[INSERT ANY INTERNALLY REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES]**



**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

Matthew C. Boyer, Executive Secretary  
Matthew C. Boyer & Associates

1631 ALHAMBRA BLVD,  
SUITE 100  
SACRAMENTO, CA 95816

PH: (530) 953-8857

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Staff Report

To: Lassen County Transportation Commission

**AGENDA ITEM 4.15**

Date: September 19, 2018

From: Brenda Hernandez, Transportation Planner  
Matthew C. Boyer, Executive Secretary

A handwritten signature in blue ink, appearing to read "Matthew C. Boyer", is written over the printed name of the Executive Secretary.

Subject: Fiscal Year 2018/19 State of Good Repair (SGR) Projects

**REQUESTED ACTION**

**BY MOTION,**

**Adopt Resolution 19-04 approving the list of projects for the FY 2018/19 State of Good Repair Program.**

**PAST ACTION**

Previously the Commission approved the project list recommended by the Lassen Transit Service Agency for the initial funding cycle of the State of Good Repair (SGR) Program.

**DISCUSSION**

The SGR program is one program created under Senate Bill 1, which raised fuel and vehicle license fees in California, and that is the subject of Proposition 6 on the November ballot.

The California State Controller released the estimated allocation amount of SGR funds available to each Transportation Planning Agency. The estimated allocation amount for Lassen County is \$42,386 for Fiscal Year 2018/19. The funds will be distributed in quarterly amounts through the California State Controller.

Statewide, 50% of SGR funds are allocated according to population (using a formula under Section 99313 of the Public Utilities Code [PUC]) and half according to transit operator revenues (PUC 99314).

The Lassen Transit Service Agency and Commission staff recommends the projects shown in the attached list for the Fiscal Year 2018/19 State of Good Repair Program.

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<b>Project Title</b>	<b>Project Description</b>	<b><u>2018-19</u> SGR Costs 99313</b>	<b><u>2018-19</u> SGR Costs 99314</b>
Preventative Maintenance for Lassen Rural Bus	The Preventative Maintenance for Lassen Rural Bus project will use SGR funds to pay the part of our maintenance and operation contract with Paratransit which is used to pay for repair of revenue vehicles.	\$35,765	
Preventative Maintenance for LSS	The Preventative Maintenance for LSS project will use SGR funds to pay for repair costs of our subcontractor Lassen Senior Services.	\$2,500	
Preventative Maintenance for Big Valley	The Preventative Maintenance for Big Valley project will use SGR funds to pay for repair costs of our subcontractor Big Valley 50 Plus.	\$2,500	
Contributions to Existing Vehicle Replacement Fund	Funds to be used to mather other local, state, and federal grants for replacing vehicle #17 and #18 of the Lassen Rural Bus fleet		\$1,621
<b>Total</b>			<b>\$42,386</b>

**ALTERNATIVES**

Provide direction to staff.

LASSEN COUNTY TRANSPORTATION COMMISSION

Resolution 19-04

Resolution Approving the Project List for FY 2018-19 for the California State of Good Repair Program

WHEREAS, Senate Bill (SB1), the Road Repair and Accountability Act of 2017, establishing the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, SGR funds are allocated by the Lassen County Transportation Commission; and

WHEREAS, the Lassen Transit Service Agency's share of SGR funds for fiscal year 2018-19 is estimated to be \$42,386; and

WHEREAS, these funds will be used for the following list of projects:

<b>Project Title</b>	<b>Project Description</b>	<b><u>2018-19</u> SGR Costs 99313</b>	<b><u>2018-19</u> SGR Costs 99314</b>
Preventative Maintenance for Lassen Rural Bus	The Preventative Maintenance for Lassen Rural Bus project will use SGR funds to pay the part of our maintenance and operation contract with Paratransit which is used to pay for repair of revenue vehicles.	\$35,765	
Preventative Maintenance for LSS	The Preventative Maintenance for LSS project will use SGR funds to pay for repair costs of our subcontractor Lassen Senior Services.	\$2,500	
Preventative Maintenance for Big Valley	The Preventative Maintenance for Big Valley project will use SGR funds to pay for repair costs of our subcontractor Big Valley 50 Plus.	\$2,500	
Contributions to Existing Vehicle Replacement Fund	Funds to be used to mather other local, state, and federal grants for replacing vehicle #17 and #18 of the Lassen Rural Bus fleet		\$1,621
<b>Total</b>			<b>\$42,386</b>

WHEREAS, in order to qualify for these funds, the Lassen Transit Service Agency is required to submit a proposed project list to California Department of Transportation (Caltrans) on an annual basis;

NOW, THEREFORE, BE IT RESOLVED that the Lassen County Transportation Commission hereby approves the SB1 State of Good Repair Project List for FY 2018-19; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Lassen Transit Service Agency that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulation and guidelines for all SGR funded transit capital projects.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Executive Secretary is hereby authorized to submit a request for Scheduled Allocation of the SB1 State of Good Repair Funds and to execute the related grant applications, forms and agreements.

The foregoing resolution was adopted by the Lassen County Transportation Commission at its October 1, 2018, meeting by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

---

DAVID TEETER, Chairman  
Lassen County Transportation Commission

The foregoing instrument is a correct copy of the original on file in the office of the Executive Secretary of the Lassen County Transportation Commission.

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Matthew C. Boyer, Executive Secretary

October 1, 2018



SCHEDULE

Milestone	Estimated Completion	Cost
TRANSPORTATION CONCEPT REPORT	July 2018	\$ 125,000
COALITION BUILDUP	March 2019	\$ 100,000
PRELIMINARY PLANNING	June 2021	\$ 500,000
PRELIMINARY DESIGN <ul style="list-style-type: none"><li>Program Environmental</li></ul>	June 2023	\$ 2,500,000
PHASE I		
<ul style="list-style-type: none"><li>Environmental</li></ul>	June 2025	\$ 500,000
<ul style="list-style-type: none"><li>Design (PS&amp;E)</li></ul>	June 2027	\$ 800,000
<ul style="list-style-type: none"><li>Construction</li></ul>	June 2029	\$ 75,000,000

KEY COALITION STAKEHOLDERS\*

Federal Agencies

US Department of Defense  
Federal Bureau of Prisons  
Federal Highway Administration

State Agencies

Caltrans (HQ, District 2, District 3)  
Nevada DOT  
Oregon DOT  
California Department of Corrections  
California Department of Fish and Wildlife  
California National Guard  
California Governor’s Military Council  
California Highway Patrol  
Nevada Highway Patrol

Tribal Organizations

Susanville Indian Rancheria  
Pit River Tribe  
Greenville Rancheria

Regional Agencies

RTC of Washoe County  
Sierra County Transportation Commission  
Plumas County Transportation Commission  
Lassen County Transportation Commission  
Modoc County Transportation Commission  
County of Washoe  
County of Sierra  
County of Plumas  
County of Lassen  
County of Modoc

State/ Federal Elected Officials

California State Assembly  
California State Senate  
Nevada State Assembly  
Nevada State Senate  
US Representatives  
US Senators

Private Business

Tesla  
UPS  
FedEx  
Amazon  
Private Associations  
California Trucking Association  
Nevada Trucking Association  
California State Automobile Association  
American Automobile Association

Other

Transit Agencies  
Fire Departments  
Railroads

\*INVITED

US 395  
NORTH CORRIDOR



LASSEN COUNTY  
TRANSPORTATION  
COMMISSION





# US 395 NORTH CORRIDOR



## KEY ATTRIBUTES

- Rural America corridor serving interstate traffic
- Close proximity to interstate/regional highway systems
- Freight corridor providing alternative route to I-5
- Connection serving fulfillment and distribution centers for interstate commerce
- Highway investment supporting economic growth and resiliency
- Safety improvements for trucks and traveling public



# INVOICE



**Matthew C. Boyer & Associates**  
1631 Alhambra Boulevard, Suite 100  
Sacramento, CA 95816  
916-759-2268  
matt@MCBandAssociates.com

**Lassen County Transportation Commission**  
**Executive Secretary and Staffing Services**

**Project Title:**

**Date:** August 4, 2018  
**MCB Invoice #** 17-46-009  
**Billing Cycle Ended:** 7/31/2018 (July 31, 2018))

**To:** Mr. David Teeter, Chairman  
Lassen County Transportation Commission  
1631 Alhambra Blvd., Ste. 120  
Sacramento, CA 95816

Staff Member	Total Hours	Payroll Rate	Overhead Rate	Profit (5%)	Total Rate	Total Cost
Matt Boyer	17.00	\$ 65.00	\$ 71.50	6.83	\$ 143.33	\$ 2,436.53
Brenda Hernandez	130.00	\$ 20.75	\$ 22.83	2.18	\$ 45.75	\$ 5,947.99
Christa Hoffman	58.00	\$ 13.50				
Enrica Jiang	0.00	\$ 13.50				
Cynthia Lou	4.00	\$ 11.50	\$ 12.65	1.21	\$ 25.36	\$ 101.43
John Clerici	0.00	\$ 55.00	\$ 60.50	5.78	\$ 121.28	\$ -

Direct Costs (receipts attached)

Contract Subconsultant: LSC Transportation Consultants

\$0.00

Printing, copies, reproduction  
Travel (Lodging, meals)

No Charge  
No Charge

*Thank you for your history of prompt payment! As a small business, we greatly appreciate it!*

TOTAL	\$	8,485.94
Prior Balance	\$	40,014.50
Payment	\$	(40,014.50)
Total Due	\$	8,485.94



# INVOICE



Matthew C. Boyer & Associates  
1631 Alhambra Boulevard, Suite 100  
Sacramento, CA 95816  
916-759-2268  
matt@MCBandAssociates.com

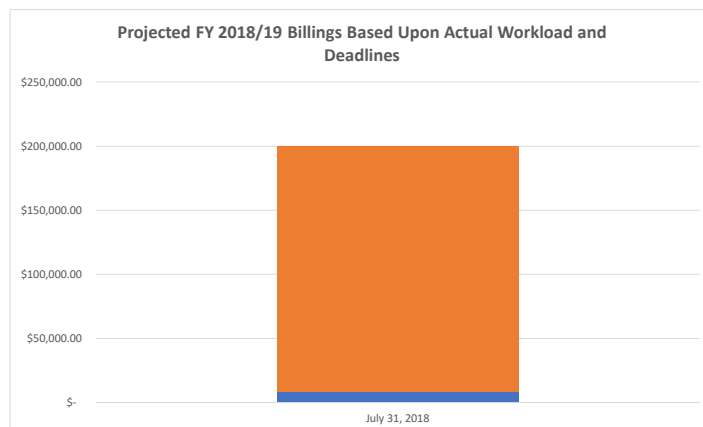
**Project Title:** Lassen County Transportation Commission  
Executive Secretary and Staffing Services

**Date:** August 4, 2018  
**MCB Invoice #** 17-46-009  
**Billing Cycle Ended:** 7/31/2018

**To:** Mr. David Teeter, Chairman  
Lassen County Transportation Commission  
1631 Alhambra Blvd., Ste. 120  
Sacramento, CA 95816

FY 2017/18 Contract Amount \$ 200,000.00

Invoice #	Date	Invoice Amount	Year to Date	Projected Balance	Notes
17-46-009	July 31, 2018	\$ 8,485.94	\$ 8,485.94	\$ 191,514.06	
		\$	\$ 8,485.94	\$ 191,514.06	
		\$	\$ 8,485.94	\$ 191,514.06	
		\$	\$ 8,485.94	\$ 191,514.06	
		\$	\$ 8,485.94	\$ 191,514.06	
		\$	\$ 8,485.94	\$ 191,514.06	
		\$	\$ 8,485.94	\$ 191,514.06	
		\$	\$ 8,485.94	\$ 191,514.06	
		\$	\$ 8,485.94	\$ 191,514.06	
		\$	\$ 8,485.94	\$ 191,514.06	
		\$	\$ 8,485.94	\$ 191,514.06	



Remaining Contract Balance (converting contract calendar years to fiscal years, for comparison)  
Actual/Project Monthly Billing

## PROGRESS REPORT

Project: Lassen County Transportation Commission

MCB Project #: 17-46

Period: July 1, 2018 – July 31, 2018

### WORK COMPLETED (Through July 31, 2018)

#### Meetings

- None

#### Administration

- Processed invoices for Commission contractors and expenses.
- Prepared miscellaneous correspondence to Caltrans on various planning, project and grant administration matters.
- Maintained the LCTC website (LassenCTC.com) with updated agendas, minutes, documents, and other information. Researched options to comply with new Legislative website requirements that become effective January 2, 2019.
- Independent Audit – set kick-off meeting for FY 2017/18 audits and began collecting records.
- Prepared invoice to Caltrans for FY 2017/18, fourth quarter, reimbursable grant work.
- 

#### Planning

- Coordinated with the Susanville Indian Rancheria consultant on the Rancheria's tribal programs and plans that are being prepared separately.
- Prepared Request for Proposals for State Route 36 Sustainable Communities Grant.
- Attended Rural Counties Task Force and related inter-agency meetings.

#### Programming

- Processed Local Transportation Fund Apportionment, Notified Claimants, Prepared Claim Forms.

### WORK PROJECTED (AUGUST 2018)

- Prepare for next TAC and LCTC meetings.
- Continue leading US 395 coalition-building activities.
- Prepare and issue Request for Proposals for US 395 coalition building and preliminary planning.

- Continue processing Local Transportation Fund claims.
- Provide information updates to the Volkswagen Settlement Group and assist in preparing applications, when available.
- Additional next steps to the work, as identified above.

**ISSUES REQUIRING RESOLUTION**

None.



**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

Matthew C. Boyer, Executive Secretary

1631 ALHAMBRA AVENUE  
SUITE 100  
SACRAMENTO, CA, 95816

(530) 953-8857

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September 05, 2018

Mr. Dave Moore  
District 2 Director  
California Department of Transportation  
1657 Riverside Avenue  
Redding, CA 96001

Dear Mr. Moore:

As you may know, the Lassen County Transportation Commission (LCTC) has been considering the future of the Vehicle Speed Feedback Signs posted at 4 public schools in the unincorporated areas of Lassen County. In recent years, operation of the signs has been sporadic, and in some cases the signs have stopped working entirely. Three of the four sets of signs are on county maintained roadways. One set is on Highway 395 near Schaffer Elementary School.

Recently, in an effort to determine the current condition of the signs, the LCTC Board of Directors directed staff to engage a suitably qualified contractor to evaluate each sign. That work was completed by Titan Electrical in May 2018. Their evaluation and the estimated cost to repair and maintain the signs were presented to the Commission at our June 25, 2018 special meeting. That information is also included with this letter.

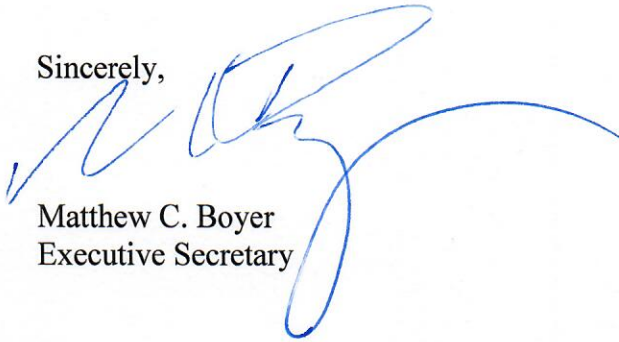
In addition, Commission staff contacted the administration of the various schools to gauge their interest in keeping the signs, assuming they are made operational. Without exception, school administration was strongly in favor of having the working signs in place. Their opinion, and ours, is that they provide an additional level of safety for children on what can be very busy roads. As a side note, the schools participated in funding the original installation of the signs. However, none of the school districts are in a position to help fund the rehabilitation or maintenance of the signs presently.

At our June meeting, the Commission acted to engage the County of Lassen to see if they would be willing to repair and maintain the signs in county right of way. The Commission also moved to contact Caltrans District 2 to see if a similar arrangement could be made for the two signs on Highway 395 at Schaffer Elementary School. District 2's commitment to public safety is well known. It is our feeling that cooperating in this effort with the LCTC and the County of Lassen, would be a natural extension of that commitment. Commission staff is poised to begin a dialogue with District 2 staff to see how an accommodation can be made to get these important safety features up and running.

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If you have any questions, please do not hesitate to contact me at [matt@mcbandassociates.com](mailto:matt@mcbandassociates.com). I look forward to the District's participation in this very worthwhile effort.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Boyer', with a long, sweeping horizontal stroke extending to the right.

Matthew C. Boyer  
Executive Secretary