



1255 East Street, Suite 202 • Redding, CA 96001 • (530)262-6190 • FAX (530)262-6189  
E-Mail [srta@srta.ca.gov](mailto:srta@srta.ca.gov) • HOME PAGE [www.srta.ca.gov](http://www.srta.ca.gov)

**Daniel S. Little, Executive Director**

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July 7, 2016

Ms. Katherine Hughes  
Agency Staff Services Analyst  
Shasta County Health and Human Services Agency  
2650 Breslauer Way  
Redding, CA 96001-4246

Subject: Fiscal Year 2016/17 Sub-Recipient Cooperative Agreement Notice to Proceed

Dear Ms. Hughes:

The Fiscal Year (FY) 2016/17 Sub-Recipient Cooperative Agreement (SCA) between the Shasta Regional Transportation Agency (SRTA) and the Shasta County Health and Human Services Agency (HHSA) is fully executed. Please consider this letter HHSA's notice to proceed, effective this date, with reimbursable work consistent with the scope, budget and terms of the agreement. Two executed originals of the agreement accompany this letter.

We look forward to the fruitful progress of the Safe Routes to Schools projects.

Please contact Keith Williams of SRTA staff, at (530) 262-6192 or [kwilliams@srta.ca.gov](mailto:kwilliams@srta.ca.gov), if you have questions, or require anything.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Little", is written over a horizontal line.

Daniel S. Little, AICP, Executive Director  
Shasta Regional Transportation Agency (MPO)

DSL/KKU

Enclosures: FY 2016/17 SRTA-Shasta County Health and Human Services Agency SCAs

**SUB-RECIPIENT COOPERATIVE AGREEMENT**  
**between**  
**SHASTA REGIONAL TRANSPORTATION AGENCY**  
**and**  
**SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY**

THIS AGREEMENT is entered into effective on the date of the last signature between the Shasta County Health and Human Services Agency (hereinafter referred to as Sub-recipient) and the Shasta Regional Transportation Agency (hereinafter referred to as SRTA).

**RECITALS**

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Agreement with the Sub-recipient and Amendments

- a. This AGREEMENT constitutes an annual arrangement between the Sub-recipient and SRTA, and may be amended by mutual written agreement and is subject to annual renewal.
- b. This AGREEMENT includes appendices, "Sub-recipient Scope of Work" (Appendix A), "Sub-recipient Budget" (Appendix B), and "Sample Sub-recipient Invoice" (Appendix C) hereinafter referred to as Appendices A, B, and C, respectively, attached hereto and incorporated herein by this reference.
- c. This AGREEMENT includes "Special Conditions" (Appendix D) hereinafter referred to as Appendix D, attached hereto. This Appendix D is purposed to outline requirements for funds subsumed under the OWPA and MFTA set forth under this AGREEMENT, as well as other funds not subsumed under the OWPA and MFTA.
- d. SRTA's maximum payment obligation to the Sub-recipient is limited to those funds identified in Appendix B.
- e. Billable work cannot be performed without this fully signed AGREEMENT and corresponding notice to proceed.

2. Scope of Sub-recipient Responsibilities

- a. SRTA shall engage the Sub-recipient and the Sub-recipient shall be responsible for the complete performance of the work described in Appendix A, including the grant-funded, local, and in-kind match work, in accordance with the budget constraints described in Appendix B as reflected in the adopted Overall Work Program.
- b. In accordance with Title 49, CFR, Part 18, Sections 18.36 and 37 and state laws and procedures, Sub-recipient contracts for work identified in attached Appendix A under "Consultant Work" are required to be competitively bid and awarded in accordance with Title 49, CFR, Part 18, Section 18.37 and consistent with Local Assistance Procedure Manual, Ch. 10 or successors thereto. Sub-recipient must also include the respective SRTA project manager in selection processes for subcontracting work identified in Appendix A.
- c. The Sub-recipient Project Manager shall coordinate all work described in Appendix A with the SRTA Project Manager identified under each project listed in Appendix B. SRTA shall not be obligated to make payments to the Sub-recipient until the Sub-recipient Project Manager has carried out the responsibilities described herein and in compliance with Sections 6 through 8 of this AGREEMENT.
- d. Sub-recipient shall maintain an oversight structure and process at its governing board level. This oversight may be in the form of an existing or new committee, such as a Budget and Personnel

Committee, Audit Committee or Finance Committee to oversee compliance with the applicable federal and state regulations cited herein.

3. Personnel

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

4. Time of Performance

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

5. Materials to be Furnished to the Sub-recipient

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

6. Invoices and Progress Reports

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

- ii. A progress report that, in narrative form, describes progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Appendix A; and
  - iii. Upon request of SRTA, additional information or documentation to support the costs contained in the invoice.
- c. The Sub-recipient shall submit an invoice to SRTA, no later than thirty (30) days after the close of each quarter, describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Appendix A.
- d. For travel and subsistence (per diem) expenses of Sub-recipient and its contractors, rates shall not exceed rates authorized to be paid rank and file state employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Sub-recipient are in excess of DPA rates, SRTA will not reimburse those amounts in excess of the DPA rates.
- e. In the submittal of invoices the Sub-recipient shall provide hard copies of all completed products and/or deliverables to the assigned SRTA Project Manager, and a commonly used electronic format at the discretion of the SRTA Project Manager, as referenced in Section 9 of this AGREEMENT.
- f. Year-end invoices and supporting documentation shall be received by SRTA on or before August 15<sup>th</sup> of each fiscal year. Invoices received by SRTA after August 15<sup>th</sup> for the preceding fiscal year shall not be paid.
- g. Payment of Sub-recipient invoices is contingent upon receipt by SRTA of the above documentation provided by the Sub-recipient, consistent with Sections 7 through 9 of this AGREEMENT. Payment to the Sub-recipient is further contingent upon SRTA's determination that the performance of the Sub-recipient meets federal, state and SRTA standards. Sub-recipient invoices shall be reviewed and submitted for payment by SRTA within thirty (30) days of receipt. Delays or non-receipt of SRTA funds may be passed on to the Sub-recipient by SRTA if reimbursement is not timely and/or does not occur.
- h. Deadlines described in Sections 6c and 6f may be waived if mutually agreed to by SRTA and the Sub-recipient, in writing.
- i. The Sub-recipient shall not be entitled to reimbursement of indirect costs unless a copy of a federal cognizant agency-approved, indirect cost allocation plan has been received by SRTA prior to submittal of the first invoice from the Sub-recipient.

## 7. Non-Federal Match

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

## 8. Cost Principles

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

Part 18, shall be repaid by Sub-recipient within thirty (30) days of the Sub-recipient receiving notice of audit findings.

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

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

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

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

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

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

- e. SRTA shall be free to copyright material developed under this AGREEMENT. The applicable federal and/or state funding agency may reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products funded under this AGREEMENT for government purpose.

#### 10. Records Retention and Audits

- a. The Sub-recipient shall maintain, and shall require that its Contractor maintain, all source documents, books, and records connected with their performance of work initiated under this AGREEMENT and each annual SRTA OWP for a minimum of three (3) years from the date of final payment to Sub-recipient, or until audit resolution is achieved for each annual SRTA OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of SRTA, the state, the Bureau of State Audits, or the federal government upon request. Copies will be made and furnished by SRTA upon request, at no cost to SRTA.
- b. The Sub-recipient shall establish and maintain, and shall require that its Contractor establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support invoices which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subcontractors, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- c. The Sub-recipient agrees to include all costs associated with this AGREEMENT and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Sub-recipient in compliance with Office of Management and Budget Circular A- 133.
- d. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, Sub-recipient and its contractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of the contract duration and for three (3) years from the date of final payment to Consultant or until audit resolution is achieved for each annual SRTA Overall Work Program Agreement, whichever is later. The State, the California State Auditor, or any duly authorized representative of the State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts and/or agreements for audits, examinations, excerpts, and transactions, and Consultant and its subconsultants shall furnish copies thereof if requested.

- e. Neither the pendency of a dispute nor its consideration by SRТА, Caltrans, or the state will excuse the Sub-recipient from full and timely performance in accordance with the terms of this AGREEMENT.
- f. The Sub-recipient agrees to furnish documentation to SRТА to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

11. Certifications and Assurances

- a. The Sub-recipient shall adhere to the requirements contained in SRТА's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Self-Certification") submitted as part of SRТА's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SRТА'S OWP. Such requirements shall apply to the Sub-recipient to the same extent as SRТА and may include, but are not limited to:
  - i. 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 CFR part 450;
  - ii. In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
  - iii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
  - iv. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
  - v. Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
  - vi. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
  - vii. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
  - viii. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
  - ix. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

- x. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
  
- b. The Sub-recipient shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance Program," including "Certifications and Assurances Required of Each Applicant", the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; and the "Procurement and Procurement Systems"; published annually in SRTA'S OWP and found online at [http://www.fta.dot.gov/grants/12825\\_93.html](http://www.fta.dot.gov/grants/12825_93.html). Such assurances shall apply to the Sub-recipient to the same extent as SRTA, including but not limited to the following areas:
  - i. Authority of Applicant and its Representatives;
  - ii. Standard Assurances;
  - iii. Intergovernmental Review Assurance;
  - iv. Suspension and Debarment Certification;
  - v. U.S. OMB Assurances in SF-424B and SF-424D.
  
- c. The Sub-recipient shall additionally comply with Federal and State Lobbying Activities Certification:
  - i. By signing this AGREEMENT, the Sub-recipient certifies, to the best of its knowledge and belief, that no state or federal funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than state or federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.
  - iii. This certification is a material representation of fact, upon which reliance was placed when this AGREEMENT was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the  
  
FY 2016/17 Sub-recipient Cooperative Agreement – Shasta County Health and Human Services Agency

MFTA between SRTA and Caltrans or, alternatively, the grant agreement with the respective funding entity. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and more than \$100,000 for each such failure.

- d. The Sub-recipient shall further require its Contractor(s) to comply with these Certifications. The Sub-recipient agrees to furnish documentation to SRTA to support this requirement that all of its agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

12. Equal Employment Opportunity/Nondiscrimination

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

- e. The Sub-recipient shall include the provisions of this Section in every agreement with its contractor(s). The Sub-recipient shall take such action with respect to any such agreement as SRTA, the DOT, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

13. Conflict of Interest

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

14. Independent Contractor

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

15. Disadvantaged Business Enterprise (DBE)

- a. It is the policy of SRTA, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of agreements financed in whole or in part with FHWA/FTA funds provided under this AGREEMENT.
- b. The Sub-recipient, its employees, and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA/FTA funds-assisted contract or in the administration of SRTA's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this AGREEMENT or such other remedy SRTA may deem appropriate.
- c. The Sub-recipient shall, as required by 49 CFR part 26, include the language in Appendix E into all contracts funded in whole or in part with funds authorized in this agreement.

16. Disputes

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

17. Hold Harmless

- a. Sub-recipient shall defend, indemnify and hold SRТА, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sub-recipient, its officers, agents or employees.
- b. SRТА shall defend, indemnify and hold Sub-recipient, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SRТА, its officers, agents or employees.
- c. The Sub-recipient further agrees to reimburse SRТА for claims, demands, costs or liability associated with the incomplete performance of work contained in Appendix A, in the event that the Sub-recipient terminates this AGREEMENT in accordance with Section 19.b. herein.

18. Noncompliance

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

19. Termination of Agreement

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

AGREEMENT shall be provided to SRТА. At the option of SRТА, the Sub-recipient shall return all equipment, software, or other materials provided to the Sub-recipient under this AGREEMENT. The Sub-recipient shall be entitled to receive compensation for all work satisfactorily completed, in SRТА's judgment, in accordance with Appendix A prior to the effective date of termination.

- c. Fiscal Funding Out: Sub-recipient may terminate this AGREEMENT immediately upon email or other written notice should funding cease or be materially decreased during the term of this AGREEMENT.

20. Environmental, Resource Conservation, and Energy Requirements

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

21. Notice

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

If to SRТА:

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

If to Shasta County HHSA (Sub-recipient):

Director of Business and Support Services  
Attn: Contracts Unit  
P.O. Box 496005  
Redding, CA 96049-6005

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date of the last signature below:

Shasta Regional Transportation Agency:

Sub-recipient:

County of Shasta

  
\_\_\_\_\_

Daniel S. Little, AICP, Executive Director

Date: 7-7-16

  
\_\_\_\_\_

PAM GIACOMINI, CHAIRMAN  
Board of Supervisors  
Shasta County  
State of California

Date: JUN 28 2016

  
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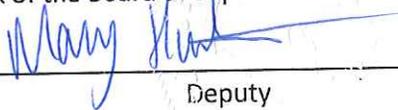
John Kenny, SR TA Legal Counsel

Date: 7-6-16

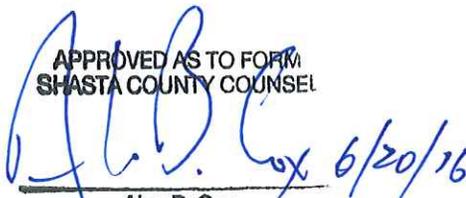
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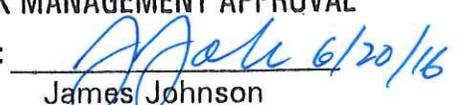
LAWRENCE G. LEES

Clerk of the Board of Supervisors

By:   
\_\_\_\_\_ Deputy

Date: 6/28/16

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL  
  
\_\_\_\_\_ 6/20/16  
Alan B. Cox  
Deputy County Counsel

RISK MANAGEMENT APPROVAL  
BY:   
\_\_\_\_\_ 6/20/16  
James Johnson  
Risk Management Analyst

**Appendix A – Scope of Work**

**2016-17 SRTA Overall Work Program (OWP) Scope of Work for County of Shasta,  
Health and Human Services Agency (HHSA)**

**Work Element: 707.02 – Safe Routes to School Non-Infrastructure Grant**

**Project Description:**

To increase safety for non-motorized users. Complete Cycle 3 and year two of ATP Cycle 1 grant scope of work. SRTA administrators the Safe Routes to School grant. Shasta County Health and Human Services Agency (HHSA) manages the work program and produces all deliverables.

**Tasks and Deliverables:**

<b>Product 1: Grant administration</b>			
<b>Task/Activity</b>	<b>Deliverables</b>	<b>Resp. Agency</b>	<b>Schedule</b>
1.1	Contract management, fiscal accounting and reporting.	SRTA	Jul - Jun
<b>Product 2: SR2S Cycle 3 Grant Work Program</b>			
<b>Task/Activity</b>	<b>Deliverables</b>	<b>Resp. Agency</b>	<b>Schedule</b>
2.1	Implement grant scope of work, including pedestrian and bicycle safety programs, identification of safe routes to school, and participation in activities and initiatives that support pedestrian and bicycle travel and safety. Note: Cycle 3 grant expires Nov 2016	Shasta County HHSA	Jul - Nov

**Product 3: ATP SR25 Cycle 1 Grant Work Program**

Task/Activity	Deliverables	Resp. Agency	Schedule
3.1	Conduct and/or participate in pedestrian and bicycle programs, activities and initiatives that support pedestrian and bicycle travel and safety.		
3.2	Expand pedestrian and bicycle safety curriculum within Redding and Cascade School District to at least nine (9) classes. Provide helmet fitting and bike education to community groups as requested. Provide Walk to School (WTS) & Bike to School (BTS) Day trainings to parents and schools. Provide one (1) W2S day and one (1) BTS day per year to Shasta County Schools.	Shasta County HHSA	Jul - Jun
3.3	Train and work with a 10-12 person California Conservation Corps (CCC) crew to provide at least 15-20 ped/bike safety activities at 5-10 schools. Pilot bike safety education with at least one high school in the Shasta Union High School District. Encourage and support at least four (4) walking school buses/bike trains.		
3.4	Work with law enforcement to conduct and promote SR2S Technical Assistance Resource Center (TARC) crossing guard training and to provide education to children on bike/pedestrian safety. Purchase incentives for law enforcement to give to children who are riding/walking safely.		
3.5	Encourage and support at least one daily walking school buses/bike trains opportunities		

	as they arise.		
3.6	Hire subcontractor to conduct one (1) open streets event highlighting a new SRTS infrastructure project.		
3.7	Support annual Shasta Bike Challenge by encouraging schools to participate.		
3.8	Expand and coordinate annual bicycle/pedestrian counts in Shasta County.		

*D. Little*

Daniel S. Little, Executive Director, AICP  
Shasta Regional Transportation Agency

*7-7-16*

Date

*Pam Giacomini*

PAM GIACOMINI, CHAIRMAN  
Board of Supervisors  
Shasta County  
State of California

**JUN 28 2016**

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

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: *W. G. Lees*  
Deputy

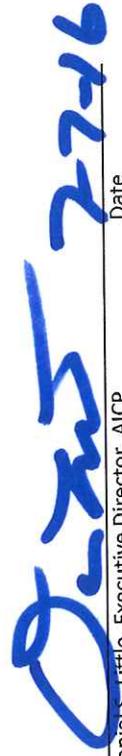
Date: *6/28/16*

**Appendix B - Budget**  
 Shasta Regional Transportation Agency  
 Fiscal Year 2016-17 Sub-Recipient Budget for Pass-Through Funds  
 Sub-Recipient: Shasta County Health & Human Services Agency

Work Element	Project Name	SRTA Project Manager	HHSA Project Manager	PPM	FHWA PL	FTA 5303	SRTS*	ATP	Non-Federal Match	Total
707.02	Safe Routes to Schools Cycle 3 Non-Infrastructure Grant	Keith Williams	Jenn Snider				\$4,300		\$0	\$4,300
707.02	Safe Routes to Schools ATP Cycle 1 Grant	Keith Williams	Jenn Snider					\$165,000	\$0	\$165,000
				\$ -	\$ -	\$ -	\$ 4,300.00	\$ 165,000.00	\$ -	\$169,300.00

\* SRTS Cycle 3 is an estimated carryover amount which may require subsequent amendment after the close-out of FY 2015-16.

Accepted:

 Date

Daniel S. Little, Executive Director, AICP  
 Shasta Regional Transportation Agency

 Accepted:

PAM GIACOMINI, CHAIRMAN  
 Board of Supervisors  
 Shasta County  
 State of California

Date: JUN 28 2016

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Directors

By:  deputy

Date: 6/28/16



## Appendix D – Special Considerations

In addition to compliance with the provisions of the grant specified within the sub-recipient cooperative agreement, the sub-recipient must adhere to all other applicable provisions of the following, stipulated grants and/or funding sources.

- Master Fund Transfer Agreement (for recipients of Federal Planning (PL) and FTA 5303 funds) - Attached
- Planning Programming & Monitoring (PPM)
- Safe Routes to School (SR2S) Local Assistance Program Guidelines, Chapter 24, Federal Safe Routes to School Program Guidelines, dated April 15, 2011
- Strategic Growth Council Sustainable Communities Planning Grant (Prop 84)
- Regional Surface Transportation Program (RSTP) Project Eligibility Guidelines (SRTA Section 1220 Administration of RSTP Policies) – Attached
- SRTA Non-Motorized Program Policies
- Master Agreement Administering Agency-State for State-Funded Projects No. 00486S
- Program Supplement No. N96 to Administering Agency-State Agreement for State Funded Projects No. 00486S (For project ATPLNI-6496(006))

**CHAPTER 24**  
**FEDERAL SAFE ROUTES TO SCHOOL PROGRAM GUIDELINES**  
**CYCLE 3**  
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## CHAPTER 24 FEDERAL SAFE ROUTES TO SCHOOL GUIDELINES

### CYCLE 3

#### 24.1 INTRODUCTION

Section 1404 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), authorized the federal Safe Routes to School (SRTS) Program in August 2005, after the success of California's Safe Routes to School (SR2S) program which began in 1999. Originally a five year program, extensions through continuing resolution have been enacted by Congress allowing the program to remain funded for the purpose of: 1) enabling and encouraging students in kindergarten through eighth grade (K-8), including students with disabilities, to safely walk and bicycle to school, 2) making walking and bicycling to school a more appealing mode choice, and 3) facilitating the planning, design, and implementation of projects that will improve safety, environment, and overall quality of life. Consistent with other federal-aid programs, each State Department of Transportation is held responsible for developing and implementing the program.

Some expected outcomes of the program include:

- Increased pedestrian and bicycle traffic safety around schools
- More children walking and bicycling to and from schools
- Decreased vehicular traffic congestion around schools
- Reduced childhood obesity
- Improved air quality, community safety and security, and community involvement
- Improved partnerships among schools, local agencies, parents, and other stakeholders

The SRTS program is unique in its overriding emphasis on community participation in the development and implementation of a project. By involving the public, schools, parents, teachers, students, local agencies, public health agencies, pedestrian and bicycle advocates, the business community, law enforcement, engineering professionals, and others, a comprehensive and integrated solution to improve safety and facilitate more walking and bicycling is likely to develop and be sustained beyond the life of the project.

Applications that seek SRTS funding are those that clearly demonstrate how the project was initiated through community participation and how the project will incorporate key elements referred to as the **5 Es - Education, Encouragement, Enforcement, Engineering, and Evaluation.**

- **Education** - Teaching students and adults about the broad range of active transportation choices, instructing them in important lifelong walking and bicycling safety skills, launching driver safety campaigns in the vicinity of schools, and involving parents in safety programs.
- **Encouragement** – Using events and activities to promote walking and bicycling (i.e. Walk to School Days, Walking Wednesdays, voluntary Walking School Buses or Bike Trains, etc).
- **Enforcement** – Partnering with local law enforcement to complement educational efforts and to ensure traffic laws are obeyed in the vicinity of schools (this includes enforcement of speeds, yielding to pedestrians at crossings, proper

walking and bicycling behaviors) and initiating community enforcement such as pedestrian right of way/speed compliance operations.

- **Engineering** – Creating operational and physical improvements to the infrastructure surrounding schools that reduce speeds and potential conflicts with motor vehicle traffic, and establishing safer and fully accessible crossings, walkways, trails, and bikeways.
- **Evaluation** – Evaluation is a requirement on all infrastructure and non-infrastructure projects. Agencies must submit a completed Student Tally and Parent Survey to the National Center for Safe Routes to School (NCSRTS) within two (2) months prior to and after project implementation during the regular school year. This exercise is intended to assess the project’s effectiveness by first establishing a baseline on parental attitudes and the number of children currently walking/bicycling, and then later, measuring any changes in these areas as a result of the project.

## 24.2 ELIGIBLE APPLICANTS

Any local or regional agency is eligible to apply for SRTS funds. The local or regional agency is the City/County/Metropolitan Planning Organization (MPO)/Regional Transportation Planning Agency (RTPA) who serves as the responsible agency and partner to a Project Sponsor as defined in Section 24.7 of these guidelines. Federally-recognized Native American Tribes in which schools on tribal lands are benefited may also apply for SRTS funds. Exceptions to this requirement will be reviewed by the Department of Transportation (Caltrans), Headquarters – Division of Local Assistance (DLA) on a case-by-case basis.

## 24.3 PROJECT CATEGORIES

Projects are defined as either infrastructure or non-infrastructure. There is a separate application for each type of project. When seeking federal funds for infrastructure projects, a signature from a City/County Public Works Director or City Engineer must accompany the application certifying that the facility will be operated and maintained by that local agency after construction. Non-infrastructure and infrastructure project applications involving project sponsors must be signed by a top official from a City/County/MPO/RTPA documenting that they will serve as the responsible agency as defined in Section 24.7 Partnership Role of the City/County/MPO/RTPA with the Project Sponsor.

Other signatures may be required as determined by the project type. All signatures indicate an agreement in principle and a partnership on the project and demonstrates strong community support. Refer to the Cycle 3 SRTS Application for further information.

**General note regarding all categories:** Ineligible project components may be included in the project scope as long as they are identified by the applicant on the drawings and listed in the Engineer’s Estimate as non-participating items. If you have questions about the eligibility of components in your project, contact your Caltrans District Local Assistance Engineer (DLAE) and to “Ineligible Project Types/Items” of these guidelines.

### INFRASTRUCTURE

#### DEFINITION

Infrastructure projects are engineering projects or capital improvements that will substantially improve safety and the ability of students to walk and bicycle to school.

They typically involve the planning, design, and construction of facilities within a two-mile radius from an elementary or middle school.

The maximum funding cap for an infrastructure project is \$1 million. There is no minimum project costs. The project cost estimate may include eligible direct and indirect costs.

Incidental costs in an infrastructure project are eligible for reimbursement up to a total of 10% of the total construction cost. Examples of such costs are:

- Costs for non-infrastructure work related to education, enforcement or encouragement activities.
  - Construction improvements on public school grounds consistent with the scope of the project.
  - Landscape items\* or other context sensitive solutions that complement and support the goals of the program.
- \*An exception to the reimbursement limit may be granted on a case by case basis if the purpose of the landscaping is to provide for the safety of children walking and bicycling to school.

#### ELIGIBLE PROJECTS

Projects that are proposed on State right of way must have a Caltrans District Traffic Engineer signature or letter of support submitted with the application. Contact the DLAE to obtain this signature. Eligible projects may include but are not limited to:

- New bicycle trails and paths, bicycle racks, bicycle lane striping and widening, new sidewalks, widening of sidewalks, sidewalk gap closures, curbs, gutters, and curb ramps. Also includes new pedestrian trails, paths, and pedestrian over and under crossings, roundabouts, bulb-outs, speed bumps, raised intersections, median refuges, narrowed traffic lanes, lane reductions, full or half-street closures, and other speed reduction techniques.
- Included in the category of traffic control devices are: new or upgraded traffic signals, crosswalks, pavement markings, traffic signs, traffic stripes, in-roadway crosswalk lights, flashing beacons, bicycle-sensitive signal actuation devices, pedestrian countdown signals, vehicle speed feedback signs, pedestrian activated upgrades, and all other pedestrian and bicycle-related traffic control devices.

Note: Applications that include traffic control devices that require minimum “warrants” to be satisfied prior to their installation such as traffic signal and flashing beacons at school crossings must attach the warrant sheets to the application. Traffic Control Devices which are not in compliance with the California Manual on Uniform Traffic Control Devices (MUTCD) will not be approved for installation unless the applicant receives approval to experiment with a traffic control device under the processes described below. A local agency which proposes to install an experimental traffic control device on a public roadway shall follow the process prescribed in Section 1A.10, of the California MUTCD. The California MUTCD is available at the following web site: [www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/](http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/).

The responsible agency shall also comply with the experimental process of the California MUTCD Committee. For more information on that process go to: [www.dot.ca.gov/hq/traffops/signtech/newtech/others/guidelines-exp.pdf](http://www.dot.ca.gov/hq/traffops/signtech/newtech/others/guidelines-exp.pdf). Due to the project delivery requirements in Section 24.11 of these guidelines, an applicant should evaluate the time expected to complete projects with experimental devices.

## NON-INFRASTRUCTURE PROJECTS

### DEFINITION

Non-infrastructure projects are education/encouragement/enforcement activities that are intended to change community behavior, attitudes, and social norms to make it safer for children in Grades K-8 to walk and bicycle to school.

Non-infrastructure projects should increase the likelihood of programs becoming institutionalized once in place. Deliverables from a non-infrastructure project must be clearly stated in the application and tangible samples must be attached to the progress invoice and/or progress report (i.e., sample training materials or promotional brochures). Refer to Section 24.12 of these guidelines for further information.

The funding cap for a non-infrastructure project is \$500,000. Multi-year funding allows the applicant to staff up and deliver their project over the course of 4 years, thereby reducing overhead and increasing project sustainability. Caltrans does not set minimum caps. Each applicant must determine for itself how much funding is needed to cover their own administrative costs.

### ELIGIBLE PROJECTS

Eligible projects may target a single local school, multiple schools in a school district, or region.

The most effective non-infrastructure activities are conducted within the framework of a community coalition. Thus, it is strongly suggested that a SRTS community coalition be established. A SRTS Workshop brings together key partners, including schools, elected officials, local government, engineers, parks and recreation, law enforcement, emergency services, public health, business owners, residents, advocacy groups and other organizations that can serve as core members of a SRTS community coalition to design and implement a plan which incorporates the five Es. Examples of non-infrastructure projects might include but are not limited to:

#### AT LOCAL/REGIONAL/DISTRICT LEVEL

- Hiring a Program Manager to coordinate SRTS efforts and volunteers at several schools.
- Conducting a SRTS or Walkable Community Workshop which includes a walk and bicycle audit.
- Providing a community with walkability checklist and assisting with walk and bicycle audits.
- Providing modest incentives for SRTS contests and incentives that encourage more walking and bicycling over time.
- Paying for a substitute teacher if needed to cover for faculty attending SRTS functions during school hours.
- Procuring equipment and training needed for establishing crossing guard programs.
- Conducting outreach to local press and community leaders.
- Paying for the cost of additional traffic enforcement or equipment needed for enforcement activities. Paying for traffic education and enforcement in the vicinity of schools.

- Conducting student assemblies for pedestrian and bicycle safety, health, and environmental impacts
- Developing walking school bus/bike train programs
- Developing School Route/Travel Plans , SRTS Plans or Maps
- Paying for local staff time.

Agencies must complete their projects as defined in the project application. Any change in scope after award will not be approved unless the DLAE and SRTS Program Coordinator determine that the proposed changes meet the intent of the original application, are cost effective and meet the needs of the same school(s) identified in the application. Project scope changes should not be required if the responsible agency and project sponsor(s) have agreed upon the scope prior to the application submittal and have completed some initial technical reviews as indicated by signature(s) to the application.

#### INELIGIBLE PROJECT TYPES/ITEMS

Projects that do not specifically serve the stated purpose of the SRTS Program are not permitted, nor should they be used for recurring costs, except as specifically provided in the legislation. For example, program funds should not be used to pay crossing guard salaries as these are recurring costs. Funds may, however, be used to fund a crossing guard training program.

Projects that are primarily intended to make pick-up and drop-off more convenient for drivers rather than to improve student safety and/or walking and bicycling access are ineligible. Funds spent on educational programs that are primarily focused on bus safety and/or improvements to bus stops are also ineligible.

Engineering elements in a typical non-infrastructure project are not eligible for reimbursement and must be funded by funds that are not from the federal SRTS program.

School(s) identified on a school closure list are not eligible to receive SRTS funds. The responsible agency must notify the DLAE within three months of the school(s) closure. The funds will not be transferred to another project and the funds will be de-obligated. If school(s) targeted for closure are among multiple schools identified in a project, a revised application must be submitted for the determination of continued funding. The amount of funding to remain on the project will be determined on a case-by-case basis.

## 24.4 FUNDING

At the time these Guidelines were released, a new Federal Transportation Act to supercede SAFETEA-LU had not been enacted by Congress. These Guidelines were written with the expectation that the SRTS program will remain funded at or near the 2009/10 federal fiscal year funding levels. The total amount of SRTS funds will be announced at the time of the call for projects and will be based upon the total amount of programming capacity available in the current Federal Transportation Improvement Program (FTIP).

Funds will be apportioned on the basis of student enrollment in each Caltrans District. SRTS projects are 100% reimbursable for all eligible work. Agencies are responsible for ineligible project components. Reimbursement is through invoice submittal and will occur at various phases of the project. No local match is required.

A statewide funding target of seventy percent (70%) for infrastructure projects and up to thirty percent (30%) for non-infrastructure projects has been established as the goal. No Caltrans District will be apportioned less than \$1 million for this funding cycle.

Applicants are encouraged to be as economical as possible in order to maximize the SRTS funding allocations. Project cost estimates should consider that:

- costs are within typical costs for that item of work in that region.
- construction improvements made are based upon alternative design that considers economical choice and support of local design standards.

In addition, to maximize SRTS funds statewide, agencies must indicate in their application whether or not they will proceed with construction if a reduction to the project scope or cost is recommended by the District Selection Committee. If the applicant agrees to this option in the application, the Committee may contact the applicant with recommended changes. The applicant may accept or reject the recommendation at that time. If the recommendation is accepted, the revised application will then be used for evaluation during the final scoring of projects in each District. Otherwise, the original submitted application will be used for evaluation.

Any costs associated with education/encouragement/enforcement elements in a typical infrastructure project will be limited to 10% of the construction costs of a project. Costs associated with evaluation are required and reimbursable in both project categories.

The amount of federal reimbursement for all **combined** incidental work shall not exceed 10% of the construction costs as defined in Section 24.3 Project Categories. The local agency is responsible for all incidental work costs that exceed 10% of the construction costs.

This is a reimbursable program. Agencies must use their own funds first and submit invoices to Caltrans Local Program Accounting (LPA) for payment. See Office Bulletin (OB) 09-05 "Local Agency Invoice Review" and Chapter 5 of the LAPM for guidance on submitting invoices. The OB and LAPM can be found at the Division of Local Assistance (DLA) web site at: <http://www.dot.ca.gov/hq/LocalPrograms/public.htm>.

*Applicants are encouraged to consider the significant resource and time commitment expected of a federally reimbursable program before submitting an application. Refer to Section 24.5 Federal Requirements of these guidelines.*

## 24.5 FEDERAL REQUIREMENTS

Agencies must comply with the provision of Title 23 of the U.S. Code of Federal Regulations and with the processes and procedures contained in the LAPM and the Master Agreement with Caltrans which contains among other provisions, nondiscrimination assurances. Infrastructure projects and non-infrastructure projects will be placed under different Master Agreements.

Key provisions in the LAPM include but are not limited to:

- National Environmental Policy Act (NEPA) compliance and documentation is required on all projects. Refer to the LAPM, Chapter 6, "Environmental Procedures," for guidance and procedures on complying with NEPA and other federal environmentally related laws. It is highly recommended that this chapter be a reference during the SRTS community planning meeting or SRTS workshop.
- Local agencies may not proceed with the final design of a project or request "Authorization to proceed with Right-of-Way" or "Authorization to proceed with Construction" until Caltrans has signed a Categorical Exclusion (CE), a finding of No Significant Impact (FONSI), or a Record of Decision (ROD). Failure to

follow this requirement will make the project ineligible for Federal Highway Administration (FHWA) reimbursement.

- SRTS projects that require right of way acquisitions are discouraged. If the project requires additional right of way (the acquisition of real property), the provisions in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 apply. Contact the DLAE for consultation and assistance prior to beginning any right of way work. For more information, refer to Chapter 13, "Right of Way," of the LAPM. If the project affects school property, it could trigger the need for a Section 4(f) (Protection of Publicly Owned Park, Recreation Area, Wildlife or Waterfowl Refuge, or Land from Historic Sites) evaluation under the NEPA umbrella.
- All bicycle facilities and sidewalks shall be designed in accordance with *California Manual on Uniform Traffic Control Devices* (California MUTCD) and Chapter 11, "Design Standards," of the LAPM. This chapter also includes design provisions to meet the Americans with Disabilities Act (ADA) requirements. In addition, traffic warrants must be met for projects where signal work or flashing beacons are proposed. Part 7 of the California MUTCD addresses traffic controls for school areas and emphasizes the need for a school route plan to determine uniform traffic controls within school zones.
- If the agency/organization requires the consultation services of architects, landscape architects, land surveyors, or engineers, the procedures outlined in Chapter 10 "Consultant Selection," of the LAPM must be followed.
- The contract documents are required to incorporate applicable federal requirements such as Davis Bacon wage rates, competitive bidding, Disadvantaged Business Enterprise (DBE)/Equal Employment Opportunity (EEO) provisions, etc. For more information, refer to Chapter 9, "Civil Rights and Disadvantaged Business Enterprises," and Chapter 12 "Plans, Specifications & Estimate," of the LAPM.

*Failure to comply with federal requirements may result in mandatory repayment to the State of all SRTS funds received.*

## 24.6 ROLE OF CALTRANS

Caltrans administers the SRTS Program in the DLA in partnership with the DLAE in each of the 12 Districts. Typical roles include the following:

### DLA Safe Routes to School Coordinator

- Provides statewide program and policy guidance to the Districts (i.e., provides project evaluation materials and instructions), conducts outreach through various networks, the Safe Routes to School web site, and at conferences, meetings, or workshops.
- Obtains the Department's approval on recommended project lists and provides the Districts with an approved project list.
- Forms a DLA management group to validate District project selections.
- Tracks statewide project implementation and reassigns unused funds returned to the DLA.
- Chairs the SRTS Advisory Committee meetings; participates on the SRTS Partnership Network and on bicycle/pedestrian working groups
- Tracks SRTS statewide funding distribution

### DLAE/District SRTS Coordinators

- Forms District project review committees for infrastructure projects and non-infrastructure projects. Develops a recommended project list for transmittal to the DLA SRTS Coordinator.
- Notifies applicants of the results after each call for projects.
- Serves as the main point of contact in project implementation after notifying successful applicants of award. DLAEs will accept the Request for Authorization to Proceed by the responsible agency and prepare the E-76 which initiates the process of obligating funds for the project.
- Serves as the main point of contact on all project-specific questions.
- Maintains ongoing communication with DLA and agencies.

### DLA Area Engineers

- Coordinates with DLAEs on activities related to project implementation.
- Submits Request for Authorization to proceed to FHWA for approval.
- Executes master agreements and project specific program supplement agreements with local agencies on behalf of the State.
- Interprets and administers procedures, programs, and guidelines required to implement state and federally funded projects, including Title VI requirements and related statutes.

## **24.7 PARTNERSHIP ROLE OF THE CITY/COUNTY/MPO/RTPA WITH THE PROJECT SPONSOR**

### **Role of City/County/MPO/RTPA**

The City/County/MPO/RTPA serves as the responsible agency and partner to the project sponsor. Project sponsors include: nonprofit organizations, school districts, health/education departments, and hospitals. This arrangement should be formalized through a signed Memorandum of Understanding (MOU) or Interagency Agreement between the responsible agency and the project sponsor. **If the responsible agency requires compensation for the additional workload involved, a reasonable portion of SRTS funds may be used for payment.** That expense must be shown on the Project Cost Estimate. Typical duties of the responsible agency include, but are not limited to:

- Establishes a partnership with the project sponsor.
- Supports the efforts of planning for SRTS projects.
- Ensures that federal-aid transportation requirements are being met by the project sponsor and the procedures in the LAPM are being followed.
- Submits invoices and progress reports on behalf of the project sponsor.
- Ensures that the Student Tally and Parent Survey are submitted.
- Ensures timely project delivery and project close-out.

### **Additional Roles of City/County/MPO/RTPA**

- Ensures engineering design standards are met.
- Submits applications for projects proposed on the state highway system. A cooperative agreement will be required between the State and Responsible Agency. For further information, refer to:

<http://www.dot.ca.gov/hq/oppd/coop/index.htm>.

## 24.8 ROLE OF SRTS ADVISORY COMMITTEE

This multidisciplinary group is comprised of representatives from urban and rural cities and counties, the DLAEs, the SRTS National Partnership, pedestrian/bicycle advocacy organizations, the State Departments of Education and Public Health, the State Office of Traffic Safety, the Cities, Counties, and Schools Partnership, the Federal Highway Administration (FHWA), the Native American Liaison at Caltrans, and other Caltrans staff. They convene to provide policy guidance and program direction. Typical roles include:

- Providing feedback and input to the SRTS Coordinator regarding any proposed changes to the program.
- Participating on project selection committees as needed, or recommending qualified individuals to serve on those committees.
- Assisting in conducting SRTS Program outreach and publicizing calls for projects through their networks.

## 24.9 ROLE OF SRTS TECHNICAL ASSISTANCE RESOURCE CENTER (TARC)

Caltrans awarded a statewide non-infrastructure project to the University of California, San Francisco, a joint project with the California Department of Public Health to act as the Technical Assistance Resource Center to Caltrans. TARC's purpose is to build and support capacity among local and regional Safe Routes to School projects with an emphasis on non-infrastructure projects and would be inclusive of the needs of diverse communities.

Typical roles include:

- Providing technical assistance and training to help agencies deliver existing and future SRTS projects and to strengthen community involvement in future SRTS projects including those in disadvantaged communities.
- Developing and providing educational materials to local communities by developing a community awareness kit, creating a more enhanced SRTS website, and providing other educational tools and resources.
- Participating on the SRTS Advisory Committee and providing assistance to the statewide SRTS Coordinator in facilitating the committee meetings.
- Assisting Statewide SRTS Coordinator with program evaluation.
- Completing reports and analysis in support of program objectives as requested of the DLA SRTS Coordinator; ie: A Low-Income Study was completed to evaluate the distribution of funding to disadvantaged or low-income schools and is available at:

<http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/saferoutes.htm>

## 24.10 PROJECT APPLICATIONS, SELECTION, AND PROGRAMMING

The application may be accessed from the Caltrans SRTS website at:  
[http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/srts\\_guide.htm](http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/srts_guide.htm)

Applicants may submit more than one application and are encouraged to utilize environmental justice principles in project selection. The environmental justice guide may be accessed at: <http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/srts.htm>

**Prior to beginning a SRTS application, agencies should ensure that they are in good standing with respect to the new Safety Program Delivery Requirements and are eligible to receive new SRTS funding.** For more details, see Section 24.11, Project

Delivery in these guidelines and visit

[http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery\\_status.htm](http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery_status.htm).

After a call for projects is made, applicants will have approximately twelve (12) weeks to prepare their application(s). A submittal deadline date will be cited when the call is announced. The “Key Steps” document posted on the Safe Routes to School web site at: [http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/srts\\_process.htm](http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/srts_process.htm) provides an overview of the steps involved in implementing a project.

The project selection process will consist of two steps:

- 1) Project Selection committees will be formed in the Districts to objectively and fairly evaluate all applications. It will be the DLAE’s responsibility to form the District committees and develop a recommended project list. The committee membership must be multi-disciplined and be knowledgeable in SRTS principles and program objectives. For non-infrastructure project application reviews, the District committee must have a public health professional representative. The DLA SRTS Coordinator and TARC will assist in identifying individuals who are qualified to evaluate non-infrastructure projects. Districts will score and select infrastructure and non-infrastructure projects up to their funding limits using standardized instructions and guidelines provided by the DLA SRTS Coordinator. These guidelines will instruct District reviewers on what to look for when evaluating projects and in selecting qualified individuals to serve as reviewers.
- 2) DLA Coordinators will then validate the project lists from each District to check for eligibility; ensure that the project is within the funding limit for the District; ensure that the project’s cost and scope are reasonable, and that the agencies that are selected have a history of delivering projects in a timely fashion.

Districts with leftover funds that cannot fully fund their next highest rated project will have the option of: 1) downsizing their next highest priority project, or 2) returning remaining funds to the DLA for re-distribution.

The DLA will provide copies of the project list to the Division of Transportation Programming (Programming) which is responsible for notifying MPOs to amend new SRTS projects into the FTIP and amending projects for non-MPO counties into the FSTIP. This step takes between two (2) to six (6) months.

Once the FTIP/FSTIP is amended, the DLAE will inform the local agencies that they may submit their request for authorization (E-76).

Projects must be processed and implemented in accordance with the federal-aid procedures contained in the Local Assistance Procedures Manual (LAPM) and the DLA Safety Program Delivery Requirements. Agencies are strongly encouraged to review the LAPM and Delivery Requirements before submitting new applications and/or proceeding with new projects, even if they have completed federally funded projects in the past.

Federal funds are considered obligated to each project phase when the FHWA executes the ‘Request for Authorization’ (see Chapter 3, Project Authorization, of the LAPM).

Agencies should not proceed with any phase of reimbursable work (Preliminary Engineering, Right of Way, or Construction) until the DLAE provides the local agency with the written “Authorization to Proceed” for each project phase.

## 24.11 PROJECT DELIVERY

To meet FHWA’s intent for federal funds to be expended on safety projects that can be designed and constructed expeditiously and to ensure that all programmed projects are delivered in a timely manner, DLA has created Safety Program Delivery Requirements for all ongoing and future federally funded SRTS projects.

The key delivery requirements for new SRTS infrastructure projects include three milestones and corresponding delivery deadlines:

- Request for Authorization to Proceed with PE within 6 months after the project is amended into the Federal Statewide Transportation Improvement Program (FSTIP).
- Request Authorization to Proceed with Construction within 30 months (2 ½ years) after the project is amended into the FSTIP.
- Complete construction and close-out the project within 54 months (4 ½ years) after the project is amended into the FSTIP.

The key delivery requirements for new SRTS non-infrastructure projects include two milestones and corresponding delivery deadlines:

- Request for Authorization to Proceed with Construction within 9 months after the project is amended into the FSTIP. NEPA requirements must be met prior to the Request for Authorization to Proceed with Construction.
- Complete construction and close-out the project within 57 months (4 years and 9 months) after the project is amended into the FSTIP.

**If an agency has an active SRTS project that is flagged for not meeting one or more of these milestones, Caltrans will not accept applications from that agency until the flags have been resolved or the project is complete.** See the Safety Program Delivery Requirements documents posted on the Safety Program Delivery Status website for further details. Agencies can check current project milestone status under the “Project and Program Summaries” section on this web page.

Due to FHWA’s financial constraint requirement for the FSTIP and the past poor delivery of SRTS projects, DLA anticipates that most local agencies will be required to utilize Expedited Project Selection Procedures (EPSP) in order to meet the above delivery requirements. To better explain these procedures and provide additional guidance, DLA has created a document titled Using EPSP to Meet Delivery Requirements available on the website.

**PROJECT INACTIVITY**

Inactive projects tie up limited program funds from being used by other local agencies for their safety needs. As defined in Title 23 Code of Federal Regulation Part 630, Section 106, federal-aid projects become ‘inactive’ when there has been no financial activity (invoice submittals or payments) on the project within certain time periods. The duration of the time period that triggers inactivity is based upon the unexpended balance of the project as shown below:

Unexpended Balance < \$50,000	3 years of no financial activity
\$50,000 ≤ Unexpended Balance ≤ \$500,000	2 years of no financial activity
Unexpended Balance > \$500,000	1 year of no financial activity

SRTS projects that become 'inactive' can lose all federal funds that have been programmed, obligated, and expended on a project. Go to the Inactive Projects website for additional information.

## 24.12 PROGRESS REPORTS

A Progress Report will be used to document activity status either in progress or completed for non-infrastructure projects. Refer to the Safe Routes to School website to download the SRTS Non-Infrastructure Project Progress Report at [http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/documents/SRTSNI\\_ProgReport.doc](http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/documents/SRTSNI_ProgReport.doc)

It must be completed and submitted with every progress invoice and no less than every six (6) months and mailed to the DLAE. Non-compliance could place the project on an inactive list which could result in funds being deobligated.

The responsible agency will submit progress reports with tangible evidence of deliverables to the DLAE as they become available with each progress invoice. Typical deliverables and tangible evidence are listed below:

Deliverable	Tangible Evidence
Hire SRTS Coordinator	Payroll receipts; Duty Statement
Hold SRTS Events	Announcements; Advertisements; Pictures; Attendance List; Schedule of events
Collect data for SRTS Evaluation	Student Talley or School Surveys
Conduct Walkability/Bikability Survey of School Area	Walkability/Bikability Report; Walk/Bike to School (Circulation) Plan; Maps.
Conduct Education and Outreach	Attendance lists; Curriculum; Schedule
Establish SRTS Task Force	Task Force Charter; Meeting Agendas and Minutes
Purchase Equipment	Purchase receipts; pictures; Description of usage
Implement SRTS Program(s), e.g. Street Smarts, Walking School Bus, etc.	Announcements; Advertisements; Pictures; Attendance List; Schedule of events

## 24.13 PROJECT EVALUATION

Evaluation is a requirement on all infrastructure and non-infrastructure projects. Within two (2) months prior to and after project implementation for both infrastructure and non-infrastructure projects during the regular school year, the agency must collect data on two (2) separate days within the same week, using the Student Tally and Parent Survey forms found on the National Center for Safe Routes to School (NCSRTS) web site. Completed surveys and tally forms must be submitted to the NCSRTS. It is preferred that the data be submitted by entering the information into the NCSRTS on-line database accessed at: <http://www.saferoutesinfo.org/data/> or by hard copy at this address:

National Center for Safe Routes to School  
Attn: Data Center  
730 Martin Luther King Jr. Blvd., Suite 300  
Chapel Hill, NC 27599

The hard-copy student tally and parent survey must be submitted with a cover sheet that is generated by the NCSRTS database. For more information on The NCSRTS on-line database submittal process, go to:

[http://www.saferoutesinfo.org/resources/evaluation\\_cover-sheets.cfm](http://www.saferoutesinfo.org/resources/evaluation_cover-sheets.cfm)

## 24.14 REFERENCES

### GENERAL

- Title 23, United States Code of Federal Regulations:  
<http://www.gpoaccess.gov/cfr/index.html>
- California Streets and Highways Code, Sections 890-894 and 2330-2334:  
<http://www.leginfo.ca.gov/>
- Caltrans *Local Assistance Program Guidelines* (LAPG):  
<http://www.dot.ca.gov/hq/LocalPrograms/public.htm>
- Caltrans *Local Assistance Procedures Manual* (LAPM):  
<http://www.dot.ca.gov/hq/LocalPrograms/public.htm>
- Department of Labor Home Page: <http://origin.www.gpo.gov/davisbacon/>
- Safe Routes to School Guide: <http://www.saferoutesinfo.org/guide/>
- Caltrans Pedestrian and Bicycle Program Contacts:  
<http://www.dot.ca.gov/hq/tpp/offices/bike/contacts.html>
- Caltrans Division of Local Assistance Home Page:  
<http://www.dot.ca.gov/hq/LocalPrograms/>
- Federal Highway Administration Safe Routes to School:  
<http://safety.fhwa.dot.gov/saferoutes/guidance/>  
<http://safety.fhwa.dot.gov/saferoutes/faqs/>
- Environmental Justice: <http://www.dot.ca.gov/hq/tpp/offices/ocp/ejandttitlevi.html>
- Division of Local Assistance Inactive Projects information:  
<http://www.dot.ca.gov/hq/LocalPrograms/Inactiveprojects.htm>
- Division of Local Assistance Delivery Requirements and EPSP information:  
[http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery\\_status.htm](http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery_status.htm)

### INFRASTRUCTURE PROJECTS

- Caltrans *Highway Design Manual*: <http://www.dot.ca.gov/hq/oppd/hdm/hdmtoc.htm>
- California Manual on Uniform Traffic Control Devices (MUTCD):  
[http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca\\_mutcd2010.htm](http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd2010.htm)

- *AASHTO: A Policy on Geometric Design of Highways and Streets:*  
[https://bookstore.transportation.org/Item\\_details.aspx?id=110](https://bookstore.transportation.org/Item_details.aspx?id=110)
- *Standard Environmental Reference (SER) web site:*  
<http://www.dot.ca.gov/ser/vol1/vol1.htm>
- *UC Berkeley Technology Transfer Program:*  
<http://www.techtransfer.berkeley.edu/federal-aid-series/>
- *FHWA “Designing for Safety for Pedestrians and Bicycling”:*  
[http://safety.fhwa.dot.gov/ped\\_bike/ped\\_focus/webinar.cfm](http://safety.fhwa.dot.gov/ped_bike/ped_focus/webinar.cfm)

#### NON-INFRASTRUCTURE PROJECTS

- *SRTS Technical Assistance Resource Center (TARC) website:*  
[http://www.caactivecommunities.org/safe\\_routes.html](http://www.caactivecommunities.org/safe_routes.html)
- *Walking School Bus:* <http://www.walkingschoolbus.org/>
- *National Highway Traffic Safety Administration:*  
<http://www.nhtsa.dot.gov/people/injury/pedbimot/bike/Safe-Routes-2004/pages/section-2.htm>
- *National Center for SRTS:* <http://www.saferoutesinfo.org/training/>

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3883  
Fax (916) 654-2408



October 6, 2015

File : 02-SHA-0-SRTA  
ATPLNI-6496(006)  
Shasta County - Various

Mr. Dan Little  
Executive Director  
Shasta Regional Transportation Agency  
1255 East Street, Suite 202  
Redding, CA 96001

Attn: Ms. Kathy Urlic

Dear Mr. Little:

Enclosed are your fully executed copies of Administering Agency-State Master Agreement No. 00486S, and Program Supplement Agreement No. 0N96 Rev. 000 .

Sincerely,

A handwritten signature in cursive script that reads "Patrick Louie".

*for* WINTON EMMETT, Chief  
Office of Project Implementation - North  
Division of Local Assistance

Enclosure

c: OLP AE Project Files  
(02) DLAE - Ian Howat

**RECEIVED**  
OCT 08 2015  
SHASTA REGIONAL  
TRANSPORTATION AGENCY

MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT FOR  
STATE-FUNDED PROJECTS

02 Shasta Regional Transportation Agency  
-----

District     Administering Agency

Agreement No. 00486S

This AGREEMENT, is entered into effective this 5<sup>th</sup> day of October, 2015, by and between the Shasta Regional Transportation Agency, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

## ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation letter designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on-going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of the executed PROGRAM SUPPLEMENT for said PROJECT.
7. Projects allocated with STATE FUNDS from the STIP will be administered in accordance with the current CTC STIP Guidelines, as adopted or amended and in accordance with Chapter 23 of the Local Assistance Program Guidelines (LAPG) published by STATE.
8. Projects allocated with STATE FUNDS not programmed in the STIP will be administered in accordance with the applicable chapter of the LAPG and/or any other instructions published by STATE.
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E),

advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering includes actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its sub-contractor engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the Local Assistance Procedures Manual (LAPM) that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. The Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a

full-time employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information, using Exhibit 23-A of the LAPG, to STATE's District Local Assistance Engineer, within sixty (60) days after contract award. A copy of Exhibit 23-A shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance Chapters 17 and 19 of the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT, including, but not limited to, being clear as certified or if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

## ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
  
2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
  
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

## ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of allowable PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with Chapter 5 of the LAPM.
6. Invoices must have at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An indirect cost allocation plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. The indirect cost allocation plan must be prepared in accordance with the requirements set forth in Office of Management and Budget Circular A-87 and Chapter 4 of the Local Assistance Procedures Manual.
9. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
10. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with an allocation letter and finance letter. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

11. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

12. ADMINISTERING AGENCY shall use its own non STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

13. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

14. STATE FUNDS allocated from the STIP are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

15. STATE FUNDS encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

16. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

17. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

18. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ADMINISTERING AGENCY agrees to comply with the provisions set

forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE.

20. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

21. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

22. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 21, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

23. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

## ARTICLE V

### AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance and costs of ADMINISTERING AGENCY's contracts with third parties pursuant to Government Code section 8546.7, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in STATE FUNDS in a single fiscal year. The STATE FUNDS received under PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.
6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

## ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer, who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

13. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING

AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By Patrick Louie

for Chief, Office of Project Implementation  
Division of Local Assistance

Date October 5, 2015

Shasta Regional Transportation Agency

By [Signature]  
Executive Director

Shasta Regional Transportation Agency  
Representative Name & Title  
(Authorized Governing Body Representative)

Date 9-28-15

## EXHIBIT A - 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, age, 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 (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 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.

**RESOLUTION 09-12**

**AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ALL CURRENT AND FUTURE MASTER AGREEMENTS, PROGRAM SUPPLEMENTAL AGREEMENTS, FUND EXCHANGE AGREEMENTS, FUND TRANSFER AGREEMENTS, AND ANY AMENDMENTS THERETO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Shasta County Regional Transportation Planning Agency is eligible to receive Federal and/or State funding for certain transportation projects through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements with the California Department of Transportation need to be executed before such funds can be claimed; and

WHEREAS, the Shasta County Regional Transportation Planning Agency wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director.

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Regional Transportation Planning Agency authorizes the Executive Director to execute all current and future Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED this 28th of July, 2009, by the Shasta County Regional Transportation Planning Agency.



\_\_\_\_\_  
Dick Dickerson, Chair  
Shasta County Regional  
Transportation Planning Agency

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3883  
Fax (916) 654-2408



October 6, 2015

File : 02-SHA-0-SRTA  
ATPLNI-6496(006)  
Shasta County - Various

Mr. Dan Little  
Executive Director  
Shasta Regional Transportation Agency  
1255 East Street, Suite 202  
Redding, CA 96001

Attn: Ms. Kathy Urlie

Dear Mr. Little:

Enclosed are your fully executed copies of Administering Agency-State Master Agreement No. 00486S, and Program Supplement Agreement No. 0N96 Rev. 000 .

Sincerely,

A handwritten signature in cursive script that reads "Winton Emmett".

*for* WINTON EMMETT, Chief  
Office of Project Implementation - North  
Division of Local Assistance

Enclosure

c: OLP AE Project Files  
(02) DLAE - Ian Howat

**RECEIVED**  
OCT 08 2015  
SHASTA REGIONAL  
TRANSPORTATION AGENCY

**PROGRAM SUPPLEMENT NO. N96**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO 00486S**

**Adv Project ID**                      **Date:** September 17, 2015  
0215000081                              **Location:** 02-SHA-0-SRTA  
**Project Number:** ATPLNI-6496(006)  
**E.A. Number:**  
**Locode:** 6496

This Program Supplement, effective 10/05/15, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00486S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 10/05/15, and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 09-12 approved by the ADMINISTERING AGENCY on 7/28/09 (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:**

Shasta County - Various

**TYPE OF WORK:** Bicycle Related - Other

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$500,000.00		\$500,000.00	\$0.00	\$0.00

**SHASTA REGIONAL TRANSPORTATION AGENCY**

**STATE OF CALIFORNIA**  
Department of Transportation

By [Signature]

Title Executive Director

Date 9/28/2015

Attest [Signature]

By Patrick Luie  
for Chief, Office of Project Implementation  
Division of Local Assistance

Date October 5, 2015

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer [Signature]

Date 9/18/15                      \$500,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



## SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

## SPECIAL COVENANTS OR REMARKS

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY will not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12), and (13).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

**RESOLUTION 09-12**

**AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ALL CURRENT AND FUTURE MASTER AGREEMENTS, PROGRAM SUPPLEMENTAL AGREEMENTS, FUND EXCHANGE AGREEMENTS, FUND TRANSFER AGREEMENTS, AND ANY AMENDMENTS THERETO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Shasta County Regional Transportation Planning Agency is eligible to receive Federal and/or State funding for certain transportation projects through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements with the California Department of Transportation need to be executed before such funds can be claimed; and

WHEREAS, the Shasta County Regional Transportation Planning Agency wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director.

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Regional Transportation Planning Agency authorizes the Executive Director to execute all current and future Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED this 28th of July, 2009, by the Shasta County Regional Transportation Planning Agency.



\_\_\_\_\_  
Dick Dickerson, Chair  
Shasta County Regional  
Transportation Planning Agency

## Appendix E

### CPG Sub-Recipient Responsibilities for DBE Include:

- Participation in the race neutral DBE Program when contracting/awarding to sub-recipients or planning consultants involving any fraction of federal CPG funds.
- Participation in the race neutral DBE Program even if sub-recipients have not contracted out work to sub-recipients or consultants. They must also complete, sign and turn in the FTA DBE Uniform Report form, showing zero dollars. This information will provide necessary data for the federally mandated Caltrans DBE disparity study.
- Completion of the FTA DBE Uniform Report form twice a year: April 1<sup>st</sup> and October 1<sup>st</sup>. The DBE Uniform Report shows the federal dollar amount provided through contract/s as well as DBE participation in these contracts. This information will provide necessary data for the federally mandated Caltrans DBE disparity study and reporting to the FTA. The completed forms are sent to the appropriate Caltrans Headquarters, Office of Regional and Interagency Planning Liaison.
- Development and implementation of a DBE Program following the Caltrans DBE Program Plan, pursuant to the Master Fund Transfer Agreement, Article IV, Section 2. This Plan formally acknowledges the statutory and/or regulatory requirements with its race-neutral measures, and their commitment to comply with all the prescribed responsibilities explained herein.
- Development and maintenance of a Bidder's List, consisting of information about all DBE and non-DBE firms that bid or quote on CPG-assisted contracts. The Bidder's List includes the name, address, DBE/non-DBE status, age and annual gross receipts of firms.
- Inclusion of the following clause is required, verbatim, in each CPG-assisted contract:
  - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.
- Inclusion of contractual language specifying prompt payment clauses are required in the foregoing provisions. These prompt payment clauses benefit all subcontractors equally.
  - **Prompt Progress Payment to Subcontractors**—A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The

10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

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