

RESOLUTION NO. 95-102

A RESOLUTION OF THE CITY OF EL PASO DE ROBLES  
APPROVING AND AUTHORIZING THE EXECUTION OF A  
GRANT CONTRACT FOR THE ACQUISITION OF A  
FIXED ROUTE BUS

WHEREAS, the City Council had previously authorized the submission of a grant application for the acquisition of a fixed route bus; and

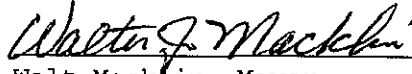
WHEREAS, Caltrans is prepared to provide partial grant funding for the acquisition of a fixed route bus upon execution of a grant contract; and

WHEREAS, the acquisition of a fixed route bus will assist in maintaining the current level of service provided to the ridership public.

THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles that the grant contract attached herewith as Exhibit "A" is hereby approved and the Director of Administrative Services is authorized to execute said contract.

APPROVED AND ADOPTED by the City Council of the City of El Paso de Robles this 1st day of August, 1995 by the following vote:

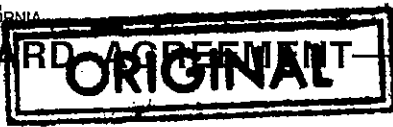
AYES: Heggarty, Iversen, Martin, Picanco, and Macklin  
NOES: None  
ABSENT: None  
ABSTAIN: None

  
Walt Macklin, Mayor

Attest:



Richard J. Ramirez, City Clerk



APPROVED BY THE  
ATTORNEY GENERAL

CONTRACT NUMBER 645101	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

AGREEMENT, made and entered into this 20th day of July, 1995,  
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <u>Director</u>	AGENCY <u>Department of Transportation</u>	, hereafter called the State, and
CONTRACTOR'S NAME <u>City of Paso Robles</u>		, hereafter called the Contractor

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Contractor's application for a capital assistance grant under Section 18 on the Federal Transit Act, as amended, has been certified to the Federal Transit Administration (FTA) by the California Department of Transportation (hereinafter referred to as STATE) as having met all the statutory and administrative requirements for project approval. The purpose of this agreement is to implement the approved capital grant (hereinafter referred to as the Project).

Contractor agrees that the Project will be used to provide public transportation service to a nonurbanized area of the State in accordance with the terms and conditions of this agreement and the Contractor's application for federal assistance which is on file with the Division of Mass Transportation and expressly incorporated into this agreement.

CONTINUED ON 10 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.  
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY <u>Department of Transportation</u>		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <u>City of Paso Robles</u>				
BY (AUTHORIZED SIGNATURE) <u>[Signature]</u>		BY (AUTHORIZED SIGNATURE) <u>[Signature]</u>				
PRINTED NAME OF PERSON SIGNING <u>JAMES D. CONANT</u>		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE <u>Chief, Office of Federal Assistance</u>		ADDRESS <u>1000 Spring Street Paso Robles, CA 93446</u>				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ <u>42,433.09</u>	PROGRAM/CATEGORY (CODE AND TITLE) <u>Transportation</u>	FUND TITLE <u>Fed.Trust</u>		Department of General Services Use Only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ <u>-0-</u>	(OPTIONAL USE) <u>Fed.Cat.No.20.509 Fed. 80% Local 20%</u>					
TOTAL AMOUNT ENCUMBERED TO <u>42,433.09</u>	ITEM <u>2660-101-890 (b)</u>	CHAPTER <u>139</u>	STATUTE <u>1994</u>			FISCAL YEAR <u>94/95</u>
	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>64826 633173 35028 6049</u>					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER <u>[Signature]</u>		DATE				
<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> STATE AGENCY	<input type="checkbox"/> DEPT. OF GEN. SER.	<input type="checkbox"/> CONTROLLER	<input type="checkbox"/>		

I. SCOPE OF SERVICE

8. Contractor agrees to operate the equipment made available through the Project within the service area as described in the Contractor's application for federal assistance.

II. EQUIPMENT/PAYMENT

9. For the purpose of carrying out the Project, the following project equipment with description and estimated cost is to be purchased by Contractor pursuant to this agreement:

<u>Quantity</u>	<u>Item Description</u>	<u>Cost</u>
One	17 passenger bus for fixed route service	\$ 53,041.36

Net Project Cost: \$ 53,041.36

Federal Share:\* \$ 42,433.09

\* Not to exceed 80 percent of Net Project Cost.

PROCUREMENT SCHEDULE

3/95	Advertise
4/95	Official Bid Opening
7/95	City Council Awards Bid
8/95	Take Delivery of Bus
9/95	Payment to Vendor
9/95	Submit Reimbursement Request

10. Funds allocated for use on this Project are payable to the Contractor on a reimbursement basis. Not more than once a month, the Contractor may submit to STATE invoices in triplicate with enough detail to assure the costs are eligible and allowable under this contract. Upon receipt of these invoices, the State shall reimburse the Contractor up to 80 percent of the total Project cost but not to exceed \$42,433.09.

11. The Contractor agrees that it will provide funds in the amount sufficient, together with the grant, to assure payment of the actual net project cost. The funds provided shall include sufficient funds from eligible sources to provide the Project local share in accordance with Subsection (e) of Section 18 of the Federal Transit Act.

12. No payment will be made for equipment in advance of purchase, but only after execution of this agreement, submission of the appropriate purchase order and delivery of equipment. Only purchases of the equipment described in Paragraph 9 of this agreement (and purchases made after the date of this agreement and after the date of the authorizing resolution of the Contractor's governing board) will be eligible for payment.

13. The obligations of STATE to the Contractor under the terms of this agreement shall terminate upon receipt of Contractor's invoice(s) for said equipment purchase and payment of the grant funds to Contractor. All invoices shall be submitted within one year of the date of equipment acquisition. In no event shall project invoices be submitted after February 15, 1996, unless this date is extended in writing by mutual consent of the parties hereto. It is the parties' intention that grant funds be available for expenditure for three fiscal years, commencing with the State fiscal year that this agreement is entered into. In the event that funds are not appropriated for the purpose of this agreement in an amount sufficient to allow encumbrance of funds in accordance with this paragraph, the parties agree that this contract will terminate at the end of the fiscal year for which funds have been encumbered. The obligations of the Contractor under this agreement shall remain in effect until all Project equipment has been disposed of under the terms of this agreement.

### III. CONDITIONS OF PROJECT PERFORMANCE

14. The net Project cost and allowability of individual items of cost shall be determined in conformance with CFR 48, Federal Acquisition Regulations System, Chapter 1, Part 31, and other applicable regulations, circulars, or memorandums that may be issued by FTA.

15. All procurement of supplies, equipment, construction, and services shall be conducted in accordance with the Procurement Standards set forth in FTA's implementing regulations of 49 CFR Part 18 and with FTA's Third Party Contracting Guidelines (Circular 4220.1B).

16. All procurement of steel and manufactured products used in this Project shall comply with the Buy America requirements of Section 16.5a of the Surface Transportation Assistance Act of 1982 and FTA's implementing regulations of 49 CFR Part 661.

17. In compliance with 49 CFR Part 663 15 issued by FTA, the Contractor agrees to conduct a pre-award and post-delivery audit of any rolling Stock purchases.

18. In accordance with 49 CFR 23.67, the Contractor shall require that each transit vehicle manufacturer, as a condition of being authorized to bid on transit vehicle procurements funded under this contract, certify that it has complied with 49 CFR 23.67, which requires each manufacturer to establish annual goals for the participation of disadvantaged business enterprises (DBE) and to submit those goals to FTA for approval.

19. The Contractor shall be the registered and legal owner of all vehicles purchased under this contract.

20. While the Project equipment is in the possession or control of the Contractor, the Contractor shall operate or maintain the equipment in accordance with detailed maintenance and inspection schedules provided by the manufacturer. The STATE and FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the Project equipment. No alterations (e.g., mechanical changes, painting) may be made to the Project equipment in its as-received condition without first receiving written approval from the STATE.

21. The disposition of all Project equipment shall be made in accordance with FTA's implementing regulations of 49 CFR Part 18. Whenever any Project equipment is withdrawn from the Project for any reason, the Contractor shall immediately notify the STATE. At the option of the STATE, the Contractor shall do one of the following:

- (a) Remit to the STATE, for repayment to FTA, a proportional amount of the fair market value, if any, of the equipment, which shall be determined on the basis of the ratio of the Federal grant funds paid under this agreement to the actual purchase cost of the equipment. Fair market value shall be deemed to be the value of the property as determined by competent appraisal at the time the equipment is withdrawn from use on the Project or the net proceeds from Public sale, whichever is approved by the STATE and by FTA.
- (b) Relinquish the equipment to the STATE in the same conditions when received by the Contractor, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the Contractor to the STATE in order to avoid any STATE liability to FTA or to others. Upon its subsequent disposal of the equipment, the STATE shall reimburse the Contractor for its proportional amount of the fair market value.

#### IV. INSURANCE AND LIABILITY

22. Contractor shall maintain, throughout the term of this contract, adequate protection against liability for damages for personal bodily injuries (including death resulting herefrom) and for damage or destruction of property, whether the property of one or more claimants, in amounts not less than the amounts required by the California Public Utilities Commission for passenger stage corporations.

## V. REPORTING AND AUDITING

23. Contractor shall establish and maintain accounting and reporting procedures that conform to generally accepted accounting practices and that conform to uniform standards that may be established by STATE.

24. The Contractor shall be responsible for meeting the audit requirements of OMB Circular A-128, or any revision or supplement thereto. The required audit reports shall be submitted to the State Controller in conformance with the compliance guidelines issued by the Department of Finance. The cost of audits made in accordance with the provisions of OMB Circular A-128 are allowable charges to this project to the extent provided by OMB Circular A-128.

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

26. The STATE, the State Auditor General, Caltrans Audits Office, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the contractor that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

27. The Contractor's accounting system and billing procedures are subject to audit by Caltrans prior to contract award, and accounting records pertaining to work performed and costs billed to Caltrans are subject to audit for a period of three years after date of final payment under the contract. If the Contractor fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers records that are sufficient to permit audit verification of the validity of cost charged to Caltrans, the Contractor will be liable for reimbursement to Caltrans of all unsubstantiated billings.

28. Contractor shall furnish STATE with any reports or data that may be required by FTA. Such reports and/or data will be submitted on forms provided by the STATE.

## VI. NONDISCRIMINATION PROVISIONS

29. During the performance of this agreement, the Contractor, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantees under Section 18 of the Federal Transit Act, including, but not limited to, the following regulations:

- A. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964.
- B. 49 CFR Part 23 - Participation by minority business enterprise in Department of Transportation programs.
- C. 49 CFR Part 27 - Nondiscrimination on the basis of handicap.

30. The Contractor will cooperate with the STATE with regard to maximum utilization of disadvantaged business enterprises, and use its best efforts to ensure that disadvantaged business enterprises shall have the maximum opportunity to compete for subcontractual work under this contract.

VII. SPECIAL SECTION 13(c) WARRANTY FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM

31. The Contractor accepts the terms and conditions of the "Special Section 13(c) Warranty for Application to the Small Urban and Rural Program", as executed by the Secretary of Labor and the Secretary of Transportation on May 31, 1979, and those terms and conditions are incorporated by reference in this contract.

VIII. MISCELLANEOUS

32. State Law. In the event that any provision of this contract requires that Contractor observe or comply with or perform any activity in contradiction or violation of State law, Contractor will notify the STATE within 30 days, in writing, of such provision. The remaining provisions shall not be affected. The unenforceable provision(s) shall be renegotiated by Contractor and STATE for mutually agreed appropriate changes and/or modifications; and Contractor shall proceed, as soon as possible, with the Project.

33. Use of Public Lands. No publicly owned land (such as a park or recreational area); wildlife and waterfowl refuge; and historical site of national, state, or local significance as determined by Federal, State or local officials having jurisdiction thereof, may be used for the Project without prior concurrence of the STATE.

34. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

35. Neither Contractor nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer, or employee of Contractor or the locality, during the Project term or for one year thereafter, has any direct or indirect interest. If any such present or former member, officer, or employee involuntarily

acquires or had acquired prior to the beginning of the Project term any such interest, and if such interest is immediately disclosed to Contractor and such disclosure is entered upon the minutes of Contractor, Contractor with the prior approval of STATE, may waive the prohibition contained in this subsection; provided that any such present member, officer or employee shall not participate in any action by Contractor or the locality relating to such contract, subcontract, or arrangement.

Contractor shall insert in all contracts entered into in connection with the Project or with any property included or planned to be included in any Project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Contractor or the locality during the Project term or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof".

The provisions of this subsection shall not be applicable to any agreement between Contractor and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

36. Contractor warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the contract hereunder.

#### IX. PROJECT TERMINATION

37. The STATE may terminate acquisition or operation of the Project equipment upon finding that the Contractor is not operating the equipment in accordance with Paragraph 8 or is otherwise not complying with the terms of this agreement. Termination shall be by written notice specifying the reason for termination and giving the Contractor thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the Contractor's corrective measures are adequate.

38. The Project may also be terminated if the STATE and the Contractor agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the Project equipment or otherwise complete the Project.

39. Should the Project be terminated as provided in Paragraphs 36 or 37, disposition of the Project equipment shall be made as directed by the STATE in accordance with Paragraph 20.



X. TITLE VI (NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION - TITLE 49 CFR PART 21 - EFFECTUATION OF THE 1964 CIVIL RIGHTS ACT)

40. During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation - Title 49 Code of Federal Regulations Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal-assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subjected to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's regulations, including employment practices when the contract covers a program whose goal is employment.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
  
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor will take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.