

**INTERAGENCY AGREEMENT FOR VANPOOL SERVICES
BY AND BETWEEN
THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
THE CALIFORNIA VANPOOL AUTHORITY**

THIS AGREEMENT is made and entered into this 9th day of November 2017, by and between the Riverside County Transportation Commission, a county transportation commission established by Public Utilities Code section 130000, et. seq. (hereinafter referred to as "RCTC" or "CLIENT") and the California Vanpool Authority, a joint powers authority established under the Joint Exercise of Powers Act (hereinafter referred to as "CALVANS" or "CONTRACTOR"). CLIENT and CONTRACTOR are each a "PARTY" and collectively the "PARTIES".

WITNESSETH

WHEREAS, RCTC is a member of CALVANS' and has a seat on the CALVANS Board of Directors; and

WHEREAS, RCTC will be the recipient of additional FTA Section 5307 funds through the reporting efforts of CALVANS for vanpool trips that travel to or from the Riverside-San Bernardino Urbanized Area and it is the desire of RCTC and CALVANS to encourage local participation in the CALVANS' program so as to increase Section 5307 funding to RCTC; and

WHEREAS, RCTC is committed to encouraging increased vanpool use in Western and Southern Riverside County (hereinafter referred to as "RCTC SERVICE AREA") through the financial support of vanpool groups traveling to or from the Western and Southern area of Riverside County; and

WHEREAS, in addition to being a public agency pursuant to California Government Code Section 6509, CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services for the provision of vanpool services and in particular, to the Farm Laborer market as governed by Federal Department of Labor regulations.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

- 1. Scope of Work** (hereinafter referred to as "SOW")
 - a. CONTRACTOR shall perform services described in Exhibit A: Project Tasks/Services, Timeline and Budget, attached hereto and incorporated herein by reference and shall comply with all relevant conditions as set forth in the Agreement.
 - b. For the purposes of this Agreement, a "vanpool" is defined as:
 - i. a transit mode comprised of vans, small buses, or other vehicles that can transport seven to 15 individuals (including the driver who is a volunteer and shall not be paid for driving the vanpool);
 - ii. a ridesharing arrangement for the vehicles' driver and passengers;

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- iii. the vanpool's route regularly travels between a home origin and a work and/or vocational/post-secondary education destination; and
 - iv. the vanpool's origin and/or destination being to or from the RCTC SERVICE AREA.
- c. Said services and all duties incidental or necessary thereto shall be performed diligently and competently and in accordance with professional standards of performance.

2. Term

- a. The term of this Agreement shall be from the date of its execution until **June 30, 2020** unless earlier terminated or otherwise extended by written authorization.
- b. Services performed under this Agreement shall commence only upon written Notice to Proceed by CLIENT to CONTRACTOR.

3. Exhibits. This Agreement includes the following Exhibits:

- Exhibit A: Project Tasks/Services, Timeline
- Exhibit B: RCTC Vanpool Program Service Area
- Exhibit C: Debarment and Suspension Certification
- Exhibit D: Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification
- Exhibit E: Non-Lobbying Certification for Federal-Aid Contracts Instructions for Completion Of SF-LLL, Disclosure of Lobbying Activities
- Exhibit F: Clean Air Act and Federal Water Pollution Control Act
- Exhibit G: Buy America Compliance
- Exhibit H: Additional FTA Provisions

4. Coordination/Staffing

- a. CONTRACTOR shall assign CALVANS Director as Project Manager to personally participate in said project. CLIENT also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of the CLIENT. CLIENT shall assign Brian Cunanan, Commuter and Motorist Assistance Manager, as its Project Manager under this Agreement.
- b. Services described in the SOW shall be performed by CONTRACTOR's staff, Subcontractor(s) or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in Exhibit A: Project Tasks/Services, Timeline, and Budget.

- 5. Compensation.** CLIENT shall pay CONTRACTOR fifty percent (50%) of each vanpool's monthly lease cost, not to exceed FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) per vanpool per month. In no event shall total compensation exceed THREE HUNDRED FIFTY-TWO THOUSAND DOLLARS AND NO CENTS (\$352,000.00), during the term of this Agreement without prior written consent of CLIENT. In the event that multiple vehicles are used for a vanpool over the course of a month, the vanpool's monthly lease cost shall reflect the lease cost for each vehicle utilized in the vanpool prorated for the portion of time the vehicle was in service.

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6. Invoicing

- a. Monthly invoices for services must be presented to CLIENT no later than the fifteenth day of the month for the month prior. CONTRACTOR shall submit an invoice to CLIENT, stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall be in a Microsoft Excel format, and shall provide the following information in each column, for vanpools subsidized during the period:
 - i. Sequential count of vanpools subsidized in the period;
 - ii. CALVANS/RCTC vanpool ID;
 - iii. CALVANS vehicle number;
 - iv. Driver/leaseholder first name;
 - v. Driver/leaseholder last name;
 - vi. Vanpool start date;
 - vii. Identify other monthly expenses incurred by the vanpool group and paid for by CALVANS which is not reimbursable by RCTC's subsidy (fuel, consumables, etc.)
 - viii. Amount due under this Agreement; and
 - ix. All other relevant information, comments and notes regarding the status of each vanpool and the Program (i.e. if Vanpool terminated during the month).
- b. The monthly invoice shall also include the contract amount, prior reimbursements by CLIENT, outstanding invoices unpaid, current invoice amount and contract balance.
- c. If an Invoice has any discrepancy, CLIENT will return the invoice to CONTRACTOR for corrections, and then CONTRACTOR will re-submit the invoice to CLIENT. Upon invoice approval, CLIENT shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, in accordance with this Agreement. Payment of the invoices will be made to CONTRACTOR after acceptance and approval by CLIENT. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the Exhibit A: Project Tasks/Services, Timeline, and Budget. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.
- d. **Invoicing Format and Content.** All invoices submitted to CLIENT for payment shall be emailed directly to:

Riverside County Transportation Commission
ATTN: Brian Cunanan, Commuter and Motorist Assistance Manager
bcunanan@RCTC.org (cc:ap@rctc.org)

The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:

- i. CLIENT's "Bill To" information as stated in the above paragraph;
- ii. Invoice number and/or billing number specified by CONTRACTOR. The invoice number must be unique for each invoice submitted;

- iii. Invoice date;
- iv. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Agreement, or within any previous billing dates;
- v. Total amount due for the billing period;
- vi. Total Agreement value; and
- vii. CLIENT Project Manager

7. Agreement Completion Retainer. No retainage will be held by CLIENT from progress payments due to CONTRACTOR.

8. Satisfactory Performance. Payment for services under this Agreement is contingent upon CLIENT's determination that the performance of the CONTRACTOR has been satisfactory.

9. Ownership of Work Product

- a. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall vest with CLIENT.
- b. Methodology, materials, software logic and systems developed under this Agreement are the property of CLIENT, and may be used by CLIENT as it sees fit, including the right to revise or publish the same without limitation.

10. Additional Services. CONTRACTOR may be requested to perform additional services beyond the original SOW. Such work may be undertaken only upon prior written authorization of CLIENT based upon an agreed amount of compensation.

11. Notices

- a. Any notice to be given to the PARTIES hereunder shall be addressed as follows (until notice of a different address is given to the PARTIES):

CLIENT: Riverside County Transportation Commission
Brian Cunanan, Commuter and Motorist Assistance Manager
4080 Lemon St, 3rd Floor, Riverside, CA 92501
bcunanan@RCTC.org

CONTRACTOR: California Vanpool Authority
Ronald Hughes, Executive Director
1340 North Drive, Hanford, CA 93230
Ron.Hughes@co.kings.ca.us

- b. Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the PARTIES, CONTRACTOR or CLIENT, to whom it is directed; or in lieu of such personal service, when deposited in the

United States mail, first class, postage prepaid, addressed to CONTRACTOR or to CLIENT at the addresses set forth above.

- c. Either PARTY may change their address for the purpose of this paragraph by giving written notice of such change to the other PARTY in the manner provided for in the preceding paragraph.

12. Agreement Contains All Understandings / Amendments

- a. This document represents the entire and integrated Agreement between CLIENT and CONTRACTOR, and supersedes all prior negotiations, representations and agreements, either written or oral.
- b. Any modification or amendment to this Agreement must be in writing.
- c. Neither CLIENT nor CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the PARTY giving the waiver.

13. Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

14. Termination

- a. **Termination of Convenience of CLIENT.** CLIENT may terminate this Agreement at any time by giving notice to the CONTRACTOR of such termination (including the effective termination date) at least sixty (60) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of CLIENT, become CLIENT's property. If this Agreement is terminated by CLIENT, as provided herein, CLIENT's only obligation shall be the payment of fees and expenses incurred prior to the termination date, for work deemed satisfactory to CLIENT, in accordance with the cost provisions of this Agreement.
- b. **Termination for Cause.** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, terms, or stipulations of this Agreement, CLIENT shall thereupon have the right to terminate the Agreement by giving written notice to the CONTRACTOR of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the CONTRACTOR under this Agreement shall, at the option of CONTRACTOR, become CLIENT's property.

15. Records Retention and Audits. CONTRACTOR shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by CLIENT at CONTRACTOR's principal place of business during the Agreement period and for a period of three (3) years from the date of final payment, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until CLIENT, or any of their duly authorized representatives, have disposed of

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all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

16.Subcontracting. In accordance with Government Code Section 7550, CONTRACTOR agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

17. Assignment. The Agreement shall not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of CLIENT. Any purported assignment or delegation of performance in violation of this provision is void. Subject to the foregoing this Agreement is binding and shall inure to the benefit of the successors and assigns of the PARTIES to this Agreement.

18. Indemnification

- a. In no event shall CLIENT, its members, officers, employees and agents, be liable for incidental, indirect, special or consequential damages, lost profits, savings, revenues, lost data, downtime, accidents, death, injury, dismemberment, and other losses whether or not CLIENT, their officers, employees and agents have been advised of the possibility of such damages.
- b. To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend CLIENT, its members, officers, employees and agents, from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including CONTRACTOR and vanpool users, in whole or in part, arising out of CONTRACTOR's activities hereunder, including the activities of other persons employed or utilized by CONTRACTOR in the performance of this Agreement (including design defects and regardless of CLIENT 's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of CLIENT. If the adjudicated or admitted sole negligence or willful misconduct of RCTC or RCTC has contributed to a loss, CONTRACTOR shall not be obligated to indemnify CLIENT for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by CONTRACTOR and shall continue to bind the PARTIES after termination/completion of this Agreement.

19. Insurance/ Notification. Prior to the beginning, and throughout the duration, of the work, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONTRACTOR acknowledges that the insurance

coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to CLIENT.

CONTRACTOR shall provide and shall maintain during the term of this Agreement the following types and amounts of insurance:

- a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date of April 2013. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- b. **Workers' Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$10,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above.
- d. **Certificate of Insurance.** CONTRACTOR shall file a certificate of insurance completed and filed with CLIENT within fifteen (15) days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, or expiration by insurance company or insured during the term of this contract shall occur without ten (10) days written notice to CLIENT prior to the effective date of such cancellation or change in coverage.
- e. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.
- f. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming CLIENT, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by CLIENT and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance CLIENT.

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

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- 21. Amendment.** This Agreement shall constitute the entire Agreement between the PARTIES and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this Agreement shall be effective unless and until evidence by a writing is signed by both PARTIES.
- 22. No Waiver of Breach/Time.** The waiver by CLIENT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.
- 23. Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the PARTIES do not intend to create any rights in third PARTIES.
- 24. Attorney's Fees, Applicable Law and Forum.** In the event either PARTY brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either PARTY, the prevailing PARTY shall be entitled to recover reasonable attorneys' fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Riverside.
- 25. Independent Contractor.** The PARTIES intend that CONTRACTOR, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CLIENT and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CLIENT provides its employees. In the event CLIENT exercises its right to terminate this Agreement, CONTRACTOR expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.
- 26. Taxes.** CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold CLIENT harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR'S failure to pay, when due, all such taxes and obligations.
- 27. Federal Tax Forms.** Prior to issuing the initial claim under this Agreement, the CONTRACTOR shall submit Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification to the following address:

Riverside County Transportation Commission
Brian Cunanan, Commuter and Motorist Assistance Manager

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4080 Lemon St, 3rd Floor, Riverside, CA 92501
bcunanan@RCTC.org

Unless CLIENT receives a completed Tax Form W-9, payments for services performed under this Agreement shall be subject to federal backup withholding.

28. Compliance with Laws, Rules and Regulation

- a. CONTRACTOR shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to CLIENT that CONTRACTOR has and will keep in effect during the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice Contractor's profession and to do the work hereunder.
- b. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to CLIENT for inspection.

29. Interpretation. Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the PARTIES to this Agreement, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a PARTY on the ground that said PARTY was solely or primarily responsible for drafting the language to be interpreted.

30. National Transit Database (NTD). CONTRACTOR shall report all required NTD data in the monthly and annual NTD reporting system and provide CLIENT a copy of each report submitted. CONTRACTOR agrees to comply with all NTD reporting requirements, and shall be responsible for resulting record keeping and auditing responsibilities.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the day, month and year first above written.

CLIENT:

CONTRACTOR:

Anne Mayer
Executive Director
Riverside County Transportation
Commission

Ron Hughes
Executive Director
California Vanpool Authority

Exhibit A: Scope of Work Project Tasks/Services, Timeline

A. SERVICES PROVIDED:

1. CONTRACTOR shall perform all activities and work necessary to start and administer a vanpool passenger incentive program, including, the provision of vanpool services. All vehicles used in providing vanpool services shall be covered under CONTRACTOR's auto liability policy, as set forth in Section 19 of the Agreement.
2. Each vanpool shall comply with the following:
 - a. The passengers and drivers ("Participants") shall be volunteers.
 - b. Each vanpool shall have a minimum of five (5) Participants (including the driver) and vehicles shall be maintained in a professional manner with routine service and repairs when needed. All vehicles shall be in compliance with Federal Motor Vehicle Safety Standards as well as equipment/feature requirements to comply with local, State and/or Federal farm laborer transportation rules, regulations and laws.
 - c. The vanpool must be used for commuting purposes to and from a regular work site and/or vocational/post-secondary education destination (college, trade school, etc).
 - d. Vanpools shall either begin or end its commute within the RCTC SERVICE AREA in Riverside County, which includes the following cities and communities: Arlington, Banning, Beaumont, Belvedere Heights, Calimesa, Canyon Crest Heights, Canyon Lake, Casa Blanca, Cherry Valley, Corona, Edgemont, El Cerrito, Ennis, Glen Avon, Hemet, Highland Springs, Home Gardens, Homeland, La Sierra, Lake Elsinore, Lakeland Village, Lakeview, Lemona, May, Menifee, Mira Loma, Moreno Valley, Nicklin, Norco, Nuevo, Ormand, Pedley, Pepper Corner, Perris, Prenda, Quail Valley, Ramona Bowl, Riverside, Romoland, Rubidoux, San Jacinto, Sedco Hills, Sun City, Sunnymead, Valle Vista, Winchester and Woodcrest. Refer to Exhibit B for a map of the RCTC Vanpool Program Service Area.
 - e. Vehicles provided shall be seven (7) to 15-passenger vehicles.
 - f. The minimum occupancy must be 70% or higher at startup and maintained on an ongoing basis at 70%.
 - g. Mileage from where the leased vehicle is parked at night to where the vehicle is parked at the regular worksite and/or vocational/post-secondary education destination must be at least 15 miles one-way, or 30 miles round trip.
 - h. The vanpool must operate at least 12 days during each calendar month.
3. CONTRACTOR agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein.
4. CONTRACTOR shall provide all program outreach/marketing, vehicle maintenance, insurance, towing/emergency repair services and customer service. CONTRACTOR shall provide a guaranteed ride home (GRH) program for Participants who experience non-work related mid-day emergencies such as flood/fire in the home,

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illness of self or dependent, that require them to return home prior to the departure of the vanpool. This incentive will be limited to two (2) GRH per Participant per calendar year.

5. CONTRACTOR shall comply with applicable state and federal laws and regulations, including, driver and vehicle certification, licenses for all Participants who may drive a vanpool vehicle, and vehicle registration. CONTRACTOR shall obtain DMV Form DL-51 from all vanpool drivers operating a 10 to 15 passenger vehicle. CONTRACTOR shall obtain DMV Form DL-51 from vanpool drivers every two years, or sooner, if required.
6. Each Vanpool will transport employees/agricultural employees and/or vocational/post-secondary education students between their place of residence and place of employment/educational institution for their daily commute. The compensation provided by CLIENT pursuant to this Agreement will be used by CONTRACTOR to offset the capital costs of leasing vanpool vehicle(s) during the Term of this agreement.
7. CONTRACTOR shall collect daily, and report in the Monthly Reports, information about the following measurements by each Vanpool:
 - a. Number of riders, including the driver, and full names of riders
 - b. Daily distance traveled (daily van miles),
 - c. Daily distance traveled by each rider (passenger miles),
 - d. Monthly distance traveled (monthly van miles),
 - e. Calculated vehicle miles traveled (VMT) reduced each month
 - f. Number of vehicles operated in maximum service (VOMS), and
 - g. Vehicles service hours (VSH) of during the period, and
 - h. Any comments, complaints, grievances or compliments from Participants and/or employers during the period, and how the CONTRACTOR responded to and/or resolved the comments.
8. CLIENT will retain the right to request mileage and vanpool operational information after the Term of this agreement expires.
9. CONTRACTOR shall report into the National Transit Database (NTD) costs incurred by Participants related to the vanpool.
10. CONTRACTOR shall affix decal on vanpool which identifies RCTC Transit as the sponsor of the vanpool. CLIENT shall supply decals to CONTRACTOR. CONTRACTOR shall provide photo documentation of vanpool showing decal.
11. All vanpools shall comply with federal requirements, including:
 - a. The Americans with Disabilities Act (ADA),
 - b. The federal Buy America requirements,
 - c. The Transit Administration's requirements to advertise the vanpool to the general public and permit any public to participate in the vanpool, and
 - d. Restriction on personal use of the vanpool not to exceed 20% of the total van miles traveled during a month period.
12. Upon approval, the Participants in the vanpool (including the driver and all passengers) are no longer eligible to receive compensation and/or subsidies from any other public agency ongoing vanpool program. Ongoing vanpool subsidy programs include, but are not limited to those offered by the Los Angeles County

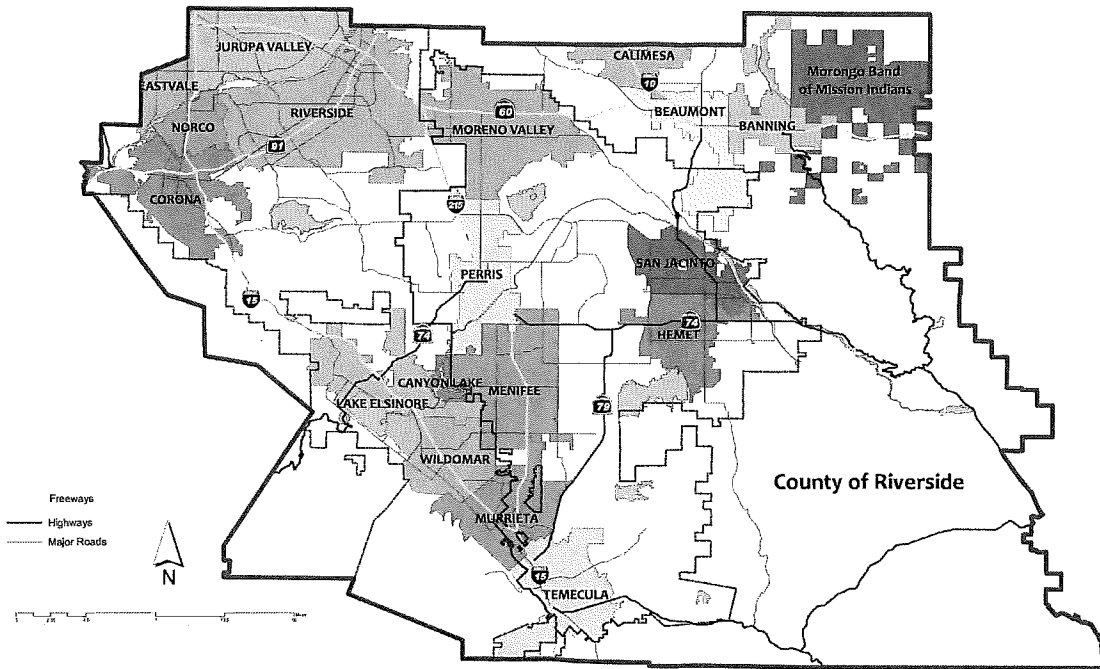
Metropolitan Transportation Authority (Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), San Bernardino County Transportation Commission (SBCTA), San Diego Association of Governments (SANDAG) and/or the Victor Valley Transit Authority (VVTA). Participants are also not eligible to receive any further vanpool incentives from the IE Commuter program, funded by RCTC and SBCTA, including but not limited to their staggered nine-month vanpool subsidy and the three-month, \$2 a day gift card program. Accepting compensation and/or subsidies from any of the above-mentioned programs while participating in the CalVans vanpool program provided through RCTC simultaneously will immediately disqualify the vanpool and its Participants from participating in the CLIENT's Vanpool Program.

13. Employer/Contractor subsidies provided directly to any of the Participants are permitted, including, but not limited to the Federal Mass Transportation Benefits Program (MTBP) provided to many qualified federal employees. In addition, IE Commuter offers a reward program (Rideshare Plus) for Inland Empire residents that have been ridesharing for three or more months and vanpool Participants are eligible to participate in this ongoing reward program.

B. CONTRACT DELIVERABLES

1. Monthly invoice with documentation backing up the activity during the period,
2. Interim progress report on a Quarterly basis describing outreach efforts and resulting vanpool formation,
3. Annual report which follows the close of the RCTC fiscal year (June 30th of each year), submitted to CLIENT by no later than September 1st of each year to contain the information submitted in the annual NTD report, and
4. Final report due to CLIENT by contract end date.

Exhibit B – RCTC Vanpool Program Service Area



**Exhibit C: Title 49, Code of Federal Regulations, Part 29
Debarment and Suspension Certification**

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to CLIENT.
3. If there are any exceptions to this certification, insert the exceptions in the following space.
4. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.
5. The certification in this clause is a material representation of fact relied upon by CLIENT. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to CLIENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Name of Firm

Signature (original signature required)

Date

**Exhibit D: Federal Tax Form W-9, Request for Taxpayer Identification
Number and Certification**

**Exhibit E:
Non-Lobbying Certification for Federal-Aid Contracts Instructions
For Completion Of SF-LLL, Disclosure Of Lobbying Activities**

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NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

I, California Vanpool Authority, certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

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

- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Executed this _____ day of _____, 2017

By: _____
Signature of authorized official

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action in item 1. If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes, e.g. RFP-DE-90-001.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal official(s). Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form print his/her name title and telephone number

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <div style="text-align: right; margin-right: 100px;">Tier _____, if known:</div> Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
12. Forum of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A if necessary)</div>		
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.	Signature: _____ Print name: _____ Title: _____ 39 Telephone No: _____ Date: _____	

DISCLOSURE OF LOBBYING ACTIVITIES (Continuation Sheet)

Reporting Entity: _____

Page _____ of _____

[Empty rectangular box for reporting entity details]

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Exhibit F: Clean Air Act and Federal Water Pollution Control Act

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**BIDDER'S CERTIFICATION OF COMPLIANCE WITH CLEAN AIR ACT AND
FEDERAL WATER POLLUTION CONTROL ACT**

By submission of this bid, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, hereby certifies:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the bidder agrees to comply and remain in compliance with all the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed hereunder.

3. That the successful bidder shall promptly notify SBCTA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the successful bidder agrees to include or cause to be included these requirements in every nonexempt subcontract, and further agree to take such action as the government may direct as a means of enforcing such requirements.

Signature and Title of Authorized Official: _____

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Exhibit G: Buy America Compliance

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**VENDOR'S CERTIFICATION OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS
FOR STEEL, IRON AND MANUFACTURED PRODUCTS**

CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(j) and 49 C.F.R. Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the project is subject to a general waiver. General waivers are listed in 49 C.F.R. Section 661.7, and include final assemble in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. Section 5323(j)(2)(c) and 49 C.F.R. Section 661.11.

CONTRACTOR hereby certifies that it will meet the requirements of 49 U.S.C. Section 5323(j) and the applicable regulations in 49 C.F.R. Part 661.

Signature and Title of Authorized Official: _____

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EXHIBIT H
FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

The following provisions shall apply if funding for the services is provided, in whole or in part, from the Federal Transit Administration ("FTA"). As used herein, "RCTC" shall mean CLIENT, as that term is used in the Agreement.

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

As a Federal Transit Administration (FTA) grantee, the Riverside County Transportation Commission (RCTC), a California public agency, is required to inform the Contractor of the following information:

The federal government shall not be subject to any obligations or liabilities to any third-party contractor or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party contractor.

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

2. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

As an FTA grantee, RCTC is required to inform the Contractor of the following information:

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. Section 3801, et seq., and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies" 49 CFR, Part 31, apply to its actions pertaining to this contract. Accordingly, by signing the contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government in connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C., Section 5307, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C., Section 1001 and 49 U.S.C., Section 5307(n) (1), to the extent the federal government deems appropriate.

Contractor agrees to include the above clause in each subcontract entered into pursuant to this Agreement. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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3. RIGHT OF THE FEDERAL GOVERNMENT TO TERMINATE

Contractor agrees that the Federal Government may suspend or terminate all or part of the federal financial assistance provided herein. If Contractor has violated the terms of the RCTC Grant Agreement or Cooperative Agreement with FTA, or if the Federal Government determines the purpose of the statute under which the Project is authorized, would not be adequately served by continuation of federal financial assistance for this Project. Any failure to make reasonable progress on the Project or other violation of the Grant Agreement or Cooperative Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement. In general, termination of any federal financial assistance for the Grant Agreement or Cooperative Agreement will not invalidate obligations properly incurred by the Contractor, and concurred with by the Federal Government before the termination date to the extent those obligations cannot be canceled. However, if the Federal Government determines that the Contractor has willfully misused federal assistance funds by failing to make adequate progress, failing to make reasonable and appropriate use of the Project real property, facilities, or equipment, or failing to adhere to the terms of the Grant Agreement or Cooperative Agreement, the Federal Government reserves the right to require the Contractor to refund the entire amount of federal funds provided for in the Grant Agreement or Cooperative Agreement, or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement.

4. BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, to the extent consistent with MAP-21, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.

The Contractor shall ensure that all iron, steel, or manufactured products used on the Work and/or funded under the Agreement comply with the Buy America requirements.

5. ENERGY EFFICIENCY

As an FTA grantee, RCTC is required to inform the Contractor of the following information:

The successful bidder agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

6. RECOVERED MATERIALS

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

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7. PROHIBITED INTERESTS

As an FTA grantee, RCTC is required to inform the Contractor of the following information.

No Board member, officer, or employee of RCTC, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND OTHER SMALL BUSINESS PARTICIPATION

This Project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR Part 26), entitled "Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation (DOT) Financial Assistance Programs." There is no specific DBE contract goal for this project.

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 C.F.R., Part 26 in the award and administration of DOT-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 RCTC deems appropriate. The Contractor also agrees to include this clause in each subcontract the Contractor enters into.

9. REPORTING, RECORD RETENTION, ACCESS TO RECORDS

The Contractor and any Subcontractor shall permit and provide sufficient access to the U.S. Secretary of Transportation, Comptroller General of the U.S., FTA, DOT Office of Inspector General, the State, RCTC or any of their authorized representatives to inspect and audit records pertaining to this Contract. The Contractor and any Subcontractor shall also permit Federal awarding agencies, such as the FTA, to make site visits as needed.

10. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

11. PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on

behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

13. RESOLUTION OF DISPUTES, BREACH AND OR OTHER LITIGATION

Except as otherwise provided in the Contract Documents, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Project Manager, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Project Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Contractor mails or otherwise furnishes to the Project Manager a written appeal addressed to RCTC's Executive Director. The decision of RCTC's Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Project Manager. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

14. NONDISCRIMINATION AND CIVIL RIGHTS

Compliance with Regulations: The Contractor and any Subcontractors shall comply with the requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d;

section 303 of the Age Discrimination Act of 1975, as amended, 41 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332 and DOT Regulations, "Non-Discrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. The Contractor and any Subcontractors, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, disability or age against any employee, applicant for employment or the selection and retention of subcontractors, including procurements of materials and leases of equipment.

Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In

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addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

15. ADA ACCESS

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d), which prohibit discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.

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