

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE VENTURA COUNTY TRANSPORTATION COMMISSION AND NELSON\NYGAARD CONSULTING  
ASSOCIATES, INC.**

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission ("VCTC") and Nelson\Nygaard Consulting Associates, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of May 7, 2021(the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to VCTC the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on August 31, 2022, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect VCTC's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all work required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons. Changes in personnel desired by the consultant must be submitted in writing and approved by VCTC.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** VCTC hereby agrees to pay Consultant a sum not to exceed one hundred thirty-nine thousand seven hundred seven dollars (\$139,707) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. VCTC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from VCTC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to VCTC in the manner

specified herein. Except as specifically authorized by VCTC in writing, Consultant shall not bill VCTC for duplicate services performed by more than one person.

Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subconsultants may be eligible. VCTC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:
- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
  - The beginning and ending dates of the billing period;
  - A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - At VCTC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person and position doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total number of hours of work performed under the Agreement by each employee, agent, and subconsultant of Consultant performing services hereunder;
  - The amount and purpose of actual expenditures for which reimbursement is sought;
  - The Consultant's signature.
- 2.2 Monthly Payment.** VCTC shall make monthly payments, based on properly formatted, with back up and approved invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have thirty (30) days from the receipt of an approved invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and actives performed during the invoice period for which Consultant expects to receive payment.
- 2.3 Final Payment.** VCTC shall pay the five percent (5%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to VCTC of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** VCTC shall pay for the services to be rendered by Consultant pursuant to this Agreement. VCTC shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. VCTC shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire

Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment. Any modifications to the Agreement or change orders must be approved by VCTC.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, as specified in Exhibit B, attached hereto and incorporated herein, shall not exceed fourteen thousand five hundred fifty (\$14,550). Expenses not listed below are not chargeable to VCTC. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded. Invoices for reimbursable expenses must have backup receipts.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Consultant represents and warrants that Consultant is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as it may be amended, and is exempt from withholding. Consultant accepts sole responsible for verifying the residency status of any subconsultants and withhold taxes from non-California subconsultants.
- 2.8 Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement pursuant to Section 8, VCTC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from VCTC's contract administrator.
- 2.10 False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. VCTC shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

VCTC shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with VCTC employees and reviewing records and the information in possession of VCTC. The location, quantity, and time of furnishing those facilities

shall be in the sole discretion of VCTC. In no event shall VCTC be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subconsultants. Consistent with the following provisions, Consultant shall provide proof reasonably satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance reasonably satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subconsultant to commence work on any subcontract until Consultant has obtained all insurance required herein for the subconsultant(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Commercial General and Automobile Liability Insurance.**

**4.1.1 Commercial general liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**4.1.2 Automobile Liability.** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**4.1.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

**4.2 Professional Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$2,000,000 per claim and aggregate** covering the licensed

professionals' negligent errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

**4.2.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work.

#### **4.3 All Policies Requirements.**

**4.3.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-VII.

**4.3.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish VCTC with proof of insurance delivered to Consultant by insurer, including copies of applicable endorsements.

**4.3.3 Notice of Reduction in or Cancellation of Coverage.** An endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be canceled by either party, or non-renewed, except after thirty (30) days' prior written notice has been given to VCTC, except 10 days' notice for nonpayment of premium. In the event that any coverage required by this section is cancelled, Consultant shall provide written notice to VCTC at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

**4.3.4 Additional insured; primary insurance.** VCTC and its officers, employees, agents, and volunteers shall be named as additional insureds with respect to General Liability and Auto Liability to each of the following: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement.

An endorsement must be attached to the General Liability and Auto Liability policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

**4.3.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

**4.3.6 Subconsultants.** Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and certified endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

Consultant will act as an independent consultant and is not an employee, officer, agent, partner or joint venture of VCTC by virtue of this Agreement. Consultant agrees that its workers performing services under this Agreement shall be either (1) employees of Consultant, or (2) shall meet all of the following three requirements to qualify as independent consultants: (a) be free from control and direction of Consultant; (b) perform work that is outside the usual course of Consultant's business; and (c) be customarily engaged in an independently established trade, occupation or business of the same nature as the work the individual performs for the Consultant. Consultant will defend, indemnify, and hold VCTC harmless from any claims, demands, liabilities, costs, and expenses arising from Consultant's misclassification of workers providing services as independent consultants under this Agreement.

**4.3.7 Wasting Policy.** No insurance policy required by Section 4 shall include a "wasting" policy limit.

**4.3.8 Variation.** VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.

- 4.4 Remedies.** In addition to any other remedies VCTC may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for Consultant's breach:
- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
  - c. Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel reasonably approved by VCTC, and hold harmless VCTC and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance ("Claims"), to the extent caused, directly or indirectly, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subconsultants, or agents. The foregoing obligation of Consultant shall not apply to the extent the injury, loss of life, damage to property, or violation of law is caused by the negligence or willful misconduct of VCTC or its officers, employees, agents, or volunteers.

- 5.1 Insurance Not in Place of Indemnity.** Acceptance by VCTC of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Liability.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.

- 5.3 **Third Party Claims.** With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent consultant and shall not be an employee of VCTC. VCTC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise VCTC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant Not an Agent.** Except as VCTC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent to bind VCTC to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subconsultants shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subconsultants shall comply with all applicable rules and regulations to which VCTC is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to VCTC that Consultant and its employees, agents, and any subconsultants have all licenses, permits, qualifications, and approvals, including from VCTC, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to VCTC that Consultant and its employees, agents, any subconsultants shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.



Any permits required to perform the work required in the contract must be obtained by the Consultant. In addition to the foregoing, Consultant and any subconsultants shall obtain and maintain during the term of this Agreement valid Business Licenses from VCTC.

- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subconsultant, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by VCTC's contract administrator or this Agreement.

- 7.6 Consultant's Residency and Tax Withholding** Consultant declares that Consultant is a resident of the State of California in accordance with the California Franchise Tax Board form 590 ("Form 590"), as may be amended. Unless provided with valid, written evidence of an exemption or waiver from withholding, VCTC may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of the Contract, Form 590s from all subconsultants. Consultant accepts sole responsibility for withholding taxes from any non-California resident subconsultant and shall submit written documentation of compliance with Consultant's withholding duty to VCTC.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** VCTC may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to VCTC and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; VCTC, however, may condition payment of such compensation upon Consultant delivering to VCTC all materials described in Section 9.1.

- 8.2 Extension.** VCTC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Consultant to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if VCTC grants such an extension, VCTC shall

have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by VCTC's contract administrator, VCTC shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties and approved by VCTC.
- 8.4 Assignment and Subcontracting.** VCTC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to VCTC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of VCTC's contract administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subconsultants noted in the proposal, without prior written approval of VCTC's contract administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCTC and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, VCTC's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4** Charge Consultant the reasonable difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that VCTC would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Work Product and Related Documents as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that

relate to the matters covered hereunder shall be the property of VCTC. Consultant hereby agrees to deliver those documents to VCTC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for VCTC and are not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.

**9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to VCTC under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of VCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of VCTC or as part of any audit of VCTC, for a period of three (3) years after final payment under the Agreement.

**9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by VCTC become the exclusive property of VCTC. At such time as VCTC selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

VCTC shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, VCTC may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless VCTC, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against VCTC in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives VCTC's award of the contract. Consultant agrees that this

indemnification survives as long as the trade secret information is in VCTC's possession, which includes a minimum retention period for such documents.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Ventura or in the United States District Court for the Central District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of VCTC or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.*

Consultant shall not employ any VCTC official in the work performed pursuant to this Agreement. No officer or employee of VCTC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of VCTC. If Consultant was an employee, agent, appointee, or official of VCTC in the previous twelve (12) months,

Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse VCTC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by the VCTC Executive Director ("Contract Administrator"). All correspondence shall be directed to or through VCTC's contract administrator or his or her designee.
- 10.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Nelson\Nygaard  
Ezra Pincus-Roth  
Senior Associate  
706 South Hill Street #1200  
Los Angeles, CA 90014

VCTC  
Claire Grasty  
Program Manager  
Ventura County Transportation Commission  
751 E. Daily Dr., #420  
Camarillo, CA 93010

- 10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between VCTC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

Exhibit A      Scope of Services

Exhibit B            Compensation Schedule  
Exhibit C            Schedule

- 10.12 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.13 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- 10.14 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

The Parties have executed this Agreement as of the Effective Date.

VCTC

CONSULTANT

\_\_\_\_\_  
Kelly Long, VCTC Chair

\_\_\_\_\_  
Tom Bacus, Director of Operations

Approved as to Form:

\_\_\_\_\_  
Steven T. Mattas, General Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**



# SCOPE OF SERVICES

## PHASE 1. PROJECT KICKOFF AND MANAGEMENT

Establishing clear and effective project management system is fundamental to all projects, and especially true for large and complex coordinated planning projects like the that involve balancing opinions and ideas across a variety of stakeholders.

### **1.1 Kickoff Meeting**

The project kickoff meeting is a critical foundational component for any project to establish clear communication protocols and ensure that the project is executed on-time, on-budget, and achieves the goals laid out by the client. Nelson\Nygaard will coordinate with VCTC to schedule a video conference kickoff meeting within ten (10) days of the issuance of the Notice to Proceed (NTP). The kickoff meeting will include but not be limited to VCTC staff, and key personnel from the consultant team.

An initial conference call or virtual meeting would confirm the project goals, objectives, methodology, and schedule. Nelson\Nygaard will be responsible for developing the meeting agenda and materials for internal and external project meetings. We will also prepare a meeting summary immediately following the meeting and submit them within five working days of the meeting. The meeting summary will form the basis of the Project Management Plan (PMP).

The Nelson\Nygaard team will prepare a Project Management Plan (PMP) that includes an updated and expanded scope of work and corresponding schedule that outlines how the work will be completed, including schedule for deliverables.

The PMP will be the guidebook and reference for both the Nelson\Nygaard team and VCTC moving forward.

The PMP will include:

- A final negotiated and vetted scope of work and associated schedule.
  - Recommended project management practices:
  - Plans for regularly scheduled project management check-ins and conference calls
  - Schedules and tentative schedules for monthly Project Team meetings and Technical Advisory Committee meetings
  - Monthly written progress reports, submitted with an invoice
- A style guide that lays out our proposed writing style, and design templates for documents, maps, and graphs. Nelson\Nygaard will develop a “project brand” to define the look and style for project related reports, technical memos, presentation materials and maps. The style guide will include our proposed project brand and our proposed strategy for applying the brand to study materials. We will submit draft brand options for VCTC’s review and approval prior to adoption.

## **1.2            *Technical Advisory Committee***

The Ad Hoc committee of stakeholders from the last plan update is expected by VCTC and Nelson\Nygaard to reconvene as a Technical Advisory Committee (TAC) for the current plan.

The purpose of the TAC is to help guide and support our efforts and provide a “reality check” to project team recommendations and deliverables. The TAC will also help continue ownership of the plan and play a key role in establishing support for future recommendations and programs. Because this endorsement/ownership is critical, we plan to involve the TAC throughout the project, listen to its members, and translate their ideas and suggestions—as well as issues and concerns—into a coordination model/design for the region that makes sense and has the best chance of meeting short- and long-term goals on an ongoing basis.

In addition to the kick-off meeting with the TAC, we will also hold meetings for the purposes of reviewing planned public outreach, reviewing existing conditions, and prioritizing recommended strategies.

## **1.3            *Public Participation Preparation***

Nelson\Nygaard will work to put together an appropriate public involvement plan (PIP) for the coordinated outreach efforts. The PIP will detail the methods used, proposed timelines, and include state and federal considerations for outreach. Methods of getting public and stakeholder feedback are detailed in Phase 3 of this scope.

Working with VCTC, Nelson\Nygaard will also update the list of key stakeholders to encompass a broad range of interests and affiliations, starting with local transit and health and human service-centric committees, interest groups, and associations as identified by the lead agency and advisory committee before initiating any outreach activities. We would work off an updated contact list provided by VCTC, and incorporate participation from TRANSCOM and Citizens Transportation Advisory Committee/Social Services Transportation Advisory Council (CTAC/SSTAC).

## **1.4            *Monthly Project Team Meetings***

Nelson\Nygaard will focus on proactive project management. In line with this, we will organize regular calls (monthly, or as preferred by lead agency staff) to discuss project status, critical-path issues, next steps, and timelines. The project team is committed to completing the work in the proposed timeline. Regularly scheduled check-in meetings (or conference calls) will help ensure the project is tracking on schedule and on budget accordingly and provide the team with the opportunity to present any challenges or issues to the lead agency.

## **1.5            *Monthly Invoicing and Reporting Updates***

Nelson\Nygaard will complete and submit invoices for reimbursement to the VCTC Project Manager on a monthly basis. The invoices will contain a detailed accounting of expenditures for the prior billing cycle and a progress report outlining the work completed that month and anticipated for the upcoming months.

### **PHASE 1 DELIVERABLES**

- **Kickoff Meeting Agenda**
- **Project Management Plan (PMP), including:**

**Coordinated Public Transit-Human Services Transportation Plan Scope of Services**  
Ventura County Transportation Commission

- Kickoff Meeting Minutes
- Scope Modifications (If Applicable)
- Public Involvement Plan (PIP)
  - Stakeholder List
- Monthly Invoices and Reports
- Meetings/Workshops:
  - Kickoff Meeting with Project Management
  - Kickoff Meeting with Technical Advisory Committee

**PHASE 2 : EXISTING CONDITIONS AND ASSESSMENT OF AVAILABLE SERVICES**

Public and stakeholder engagement is both a required element of a Coordinated Public Transit- Human Services Transportation Plan and critical and valuable component of such a plan. Nelson\ Nygaard will work closely with VCTC staff to ensure appropriate stakeholders are engaged in the planning process (virtually or otherwise), and that meetings with stakeholders, the public, transit providers are fruitful, informative, and allow for consensus on priority strategies.

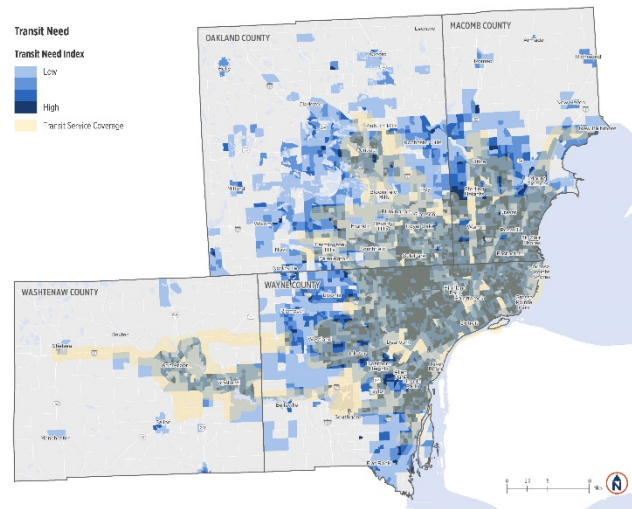
**2.1 Research of Legislation, Reports, Demographics and Inventory**

The 2017 Coordinated Plan (also known as the 2016 Revision) is the starting point for this task, as key elements (such as changes in demographics) will need to be updated. Results from the last three Unmet Transit Needs cycles and the most requested services will also be a primary source. Additional resources to research include the Ventura County Short-Range Transit Plan and the pending Transit Integration and Efficiency Study. Existing legislation and legislation changes since the 2017 Plan will be reviewed.

In the process of identifying existing efforts to eliminate barriers and improve coordination between agencies, Nelson\Nygaard will work with VCTC and stakeholders to identify where progress has been made or are no longer applicable.

**2.2 Inventory of Existing Transportation Services**

Nelson\Nygaard will create an updated inventory of available services and programs, combined with service area maps highlighting the various transportation providers from the region. Nelson\Nygaard intends to use the 2017 Coordinated Plan as a baseline for the development of materials throughout Phase 2. Although this information will be used to identify gaps, it also tells a story about any duplicative services, opportunities for streamlining or coordinating services,



**Sample Existing Conditions and Assessment Map developed for the Southeastern Michigan Coordinated Transit Human Services Plan.**

program needs, and other information that can be used in developing recommendations. The information will also be valuable to present to stakeholders to ensure they have a complete understanding of the breadth and depth of available services and programs. Nelson\Nygaard will provide simple, useful summaries and maps of the analysis to illustrate “the bottom line” for presentations to technical staff, partners, and policymakers.

### **2.3            *Research, Document and Identify Gaps in Service***

In this task, Nelson\Nygaard will identify where gaps and underserved areas are for target populations. These findings will be developed based on data from Phase 2 and feedback from the lead agency and any advisory committees from Phase 3. The information developed will be used during the engagement process for further feedback and comment from project stakeholders, the target populations, and the public.

It is anticipated that some of the identified needs may have service options available to address them, but that information and coordination can help make those services more effective. At the same time, a number of needs will likely be identified that cannot be met with existing services. Some examples of the types of findings we expect to document include the following:

- Spatial gaps: Where is service needed and not currently provided?
- Temporal gaps: When is service needed and not currently provided?
- Lack of transportation options in specific areas, especially for those without access to an automobile
- Need for specialized services for people with disabilities above and beyond what is required by the ADA
- Need for specialized services for people with low incomes who are seeking or working at entry-level jobs during non-traditional hours
- Need for better connectivity between communities
- Need for transportation to key destinations
- Need to better coordinate land-use decisions with transportation programs
- Need to enhance bicycle and pedestrian access and road safety in rural areas

These and other categories of unmet needs will be discussed and highlighted for the region as a whole, as well as for sub-regions within the region with unique demographic, land use, or transit demand characteristics.

### **2.4            *Technical Memorandum of Existing Conditions***

A technical memorandum encompassing the required reports of existing conditions, assessment of resources, and assessment of mobility needs and gaps will be submitted.

This is the first of three technical memorandums intended for initial distribution with the TAC and subsequent incorporation into the draft report.

## **PHASE 2 DELIVERABLES**

- **Draft and Final Technical Memorandum #1 (Existing Conditions), including:**
  - Report on existing conditions and assessment of resources
  - Report of Findings: Assessment of Mobility Needs and Gaps

## PHASE 3: PUBLIC AND STAKEHOLDER ENGAGEMENT

Public and stakeholder engagement is both a required and critical element of a Coordinated Human Services Public Transportation Plan, and in Ventura County, engagement is expected to be robust. Due to rapidly evolving events affecting public health, these tasks may be easily revised accordingly and should be finalized before proceeding.

### 3.1 **Stakeholder Participation and Interviews**

It is critical to meet with transit and human service agency transportation providers to understand operational issues, capacity constraints or excess capacity, expansion plans, and short-term goals. As one of the first steps in the stakeholder process, Nelson\Nygaard will meet with the local and regional providers to better understand their services and objectives for the Coordinated Plan. Nelson\Nygaard will also reach out to senior centers, disability advocates, social service agency staff, or other organizations serving low-income residents, non-English speakers, and minority populations.



Stakeholder workshop organized by Nelson\Nygaard for the RTC Coordinated Plan.

Through these various stakeholder activities, it is anticipated that interaction will result in the following:

- Provision of useful and relevant information about local transportation programs and unmet transportation needs
- Sharing results of previous planning efforts or documentation of unmet needs
- Representation of a range of interests to ensure broad-based participation in the planning process
- Provision of comments and input from the group's stakeholders at major milestones of the project
- Participation in public outreach efforts
- Provision of comments, and confirmation of project planning assumptions

### 3.2 **Stakeholder Survey**

With a goal of updating an inventory of existing services and publicizing the Coordinated Plan, Nelson\Nygaard will develop a questionnaire that collects the desired information, including areas serviced, eligibility/intake, days/hours of operation, fares, rider profiles, revenues/funding, fleet data, facilities, scheduling practices, and management/ staffing structure. This data will support establishment of a database of existing providers and information materials about available services.



### **3.3            *Focus Group Meetings***

Focus groups can be a useful engagement tool in longer-range projects where it is helpful to test out ideas and messaging with a smaller group before taking new ideas and concepts to the public. In the case of coordinated planning, focus groups are good audiences to work through various strategies and alternative approaches, and operate as a “test lab”, so to speak. For the purposes of this project, there will be two to four focus groups made up of representatives from the target populations that meet over the course of the project. The focus groups should be made up of a wide swath of the representation for whom the plan is being compiled, diversity in age groups, abilities, genders, ethnicities, and income levels.

Another option is to host “affinity groups”, wherein the groups consist of individuals with similar backgrounds, which sometimes makes it more comfortable for people to speak up.

### **3.4            *Public and Stakeholder Workshops***

It is expected that the stakeholder meetings and surveys will allow for robust participation by organizations with a stake in transportation and that these public and stakeholder workshops will allow members of the public to understand the outcomes of these stakeholder consensus-building meetings and the recommended actions in the Coordinated Plan. The objective of these workshops is to share the findings, proposed outcomes, solicit input, and get buy-in on strategies and approaches—as well as recommended investments for 5310 funds—from older adults, people with disabilities, and people with low incomes.

Nelson\Nygaard will work with lead agency staff to schedule these workshops. We will ensure that the workshops are held in a way to accommodate all abilities. For example, utilizing sign-language interpreters during public meetings and/or other options to meet any specialized needs of participants. Nelson\Nygaard will prepare the workshops’ notices, agendas, and presentations, facilitate the meetings, and summarize meeting outcomes.

At the workshops, the project team will facilitate discussions that solicit information from participants about 1) transportation gaps affecting the target populations, and 2) ideas for mitigating identified gaps. Through the public and stakeholder engagement, the project team will establish priorities, such as high, medium or low, for gap- mitigating solutions.

In addition to the workshops, an online comment form will be distributed to stakeholder organizations to share with constituents, clients, and consumers. The accessible and easy-to-use input tool will allow us to capture challenges and ideas from members of the public at the same time we gather input from stakeholders.

### **3.5            *Technical Memorandum on Public and Stakeholder Engagement***

A technical memorandum encompassing all engagement will be submitted. This is the second of three technical memorandums intended for initial distribution with the TAC and subsequent incorporation into the draft report.

#### **PHASE 3 DELIVERABLES**

- Draft and Final Technical Memorandum #2 (Public and Stakeholder Engagement), including:
- Stakeholder list (expanded or updated from Phase 1)
- Survey, survey distribution and analysis

**Coordinated Public Transit-Human Services Transportation Plan Scope of Services**  
Ventura County Transportation Commission

- Stakeholder workshops, collateral and notes
- Focus group meetings and notes
- Meetings/Workshops:
  - Public Workshop/Forum in East Ventura County (or Replacement Virtual Meeting)
  - Public Workshop/Forum in West Ventura County (or Replacement Virtual Meeting)
  - Outreach Planning Workshop/Forum with TAC
  - Virtual Workshop/Forum with Stakeholders and/or TAC
  - Up to Four (4) Focus Group Meetings
  - Up to Twelve (12) Stakeholder Interviews

**PHASE 4: STRATEGIES, ACTIVITIES AND/OR PROJECTS TO ADDRESS IDENTIFIED GAPS**

**4.1            *Development of Strategies***

Based on the work from the preceding tasks, Nelson\Nygaard will develop a set of solutions and strategies that can be applied throughout the county to eliminate or reduce duplication in services, fill service gaps, and otherwise provide more efficient utilization of transportation services and resources pertinent to the target populations.

As potential coordination strategies are identified, experience with coordination planning, knowledge of successful coordination and mobility management activities throughout the United States and California, and any actions recommended in current transit plans and the 2017 Coordinated Plan will be drawn upon. Both short-and long-term strategies will be considered in this stage of the process.

**4.2            *Recommended Strategies and Priorities***

Once the initial strategies are drafted, the project team will review the proposed approaches with stakeholders and the public to review recommendations and select criteria to evaluate and prioritize the solutions and strategies. Nelson\Nygaard will work closely with VCTC to sort the priorities by order of magnitude (ability to meet needs, fill gaps, etc.).

Prioritization of strategies will be based on an agreed-upon set of criteria. A preliminary list of strategies will be placed in a matrix alongside criteria and key questions. These questions might include:

- Does the strategy meet the documented gap or need? How well does the strategy address transportation gaps or barriers identified in this planning process? Strategies are evaluated based on how successfully they accomplish each of the following:
  - Provide service where there are few transportation options
  - Have stakeholder acknowledgement of the importance of the strategy
  - Serve locations where the greatest number of people will benefit
  - Improve the level of service available
  - Improve the quality of service available
  - Improve the mobility of low-income populations and other disadvantaged groups

- Provide a higher level of service than currently provided with existing resources
- Preserve and protect existing services
- How feasible is the strategy to implement? How likely is the strategy to be successfully implemented given available resources, funding opportunities, and the willingness of stakeholders to take the lead? What is the role for the lead agency versus other entities in the region? The most successful strategies would rank highly for each of the following:
  - Possibly be eligible for grant funding
  - Understand the likely costs, including ongoing operational costs
  - Efficiently use available resources
  - Have a potential project sponsor with staff or vehicles (or equipment) to carry out the strategy
  - Be sustainable beyond a short-term grant period
  - Offer the potential for savings in unit costs (cost/trip, cost/hour) (if applicable)
  - Have stakeholder support and availability of lead agencies
- How much does the strategy reflect a coordinated effort? Is coordination an element of the solution? How would the strategy encourage agencies to work with one another? Strategies are evaluated based on how successfully they accomplish the following:
  - Avoid duplication of services
  - Encourages agencies to work together to find efficient, effective solutions
  - Promote coordination of transportation services and other programs
  - Offer value to economic and regional development

The projects to be recommended will be paired with a proposed (likely) source of funding and will be tested for further long-term applicability in Ventura County. The project team will aid in developing the list for these projects, timelines, and proposed performance measures by which to measure the success of each project piloted.

#### **4.3            *Feedback on Strategies and Prioritization***

Based on the ranking of strategies, the project team will work with VCTC, stakeholders, and the public to distribute the draft recommendations and prioritization of projects for review and comment. Once comments are received (through a stakeholder workshop), the team can make recommendations on a selection of strategies to be pursued in greater detail (e.g., projects to be piloted).

#### **4.4            *Revised Recommended Strategies and Prioritization***

Based on the outcomes and feedback, Nelson\Nygaard will synthesize the preferred strategies, providing a timeline over the next five years prioritization, the estimated resources/costs for implementation, and an identified primary and secondary lead for implementing each strategy.

#### **4.5            *Technical Memorandum on Strategies***

A technical memorandum outlining all strategies, prioritization of strategies, the process of ranking strategies, and necessary implementation steps for each strategy will be submitted. The



memorandum will include the summary sheets for the priority strategies and/or pilot projects chosen and confirmed during the stakeholder and public meetings.

This is the last of three technical memorandums intended for initial distribution with the TAC and subsequent incorporation into the draft report.

#### **PHASE 4 DELIVERABLES**

- Draft and Final Technical Memorandum #3 (Strategies), including:
  - Strategies Matrix
- Revised Strategies Matrix
- Meetings/Workshops:
  - Stakeholder Prioritization Workshop (Location TBD)

### **PHASE 5: DRAFT AND FINAL REPORT AND PRESENTATIONS**

#### **5.1 Coordinated Plan Drafts**

Nelson\Nygaard will prepare a draft report after all recommendations have been reviewed by VCTC staff. The Draft Plan will synthesize all three technical memoranda previously produced for the project into a logical chapter format with technical appendices and supporting graphics. It will also address all items identified in the FTA checklist to ensure the updated plan meets all federal transit regulations associated with the Section 5310 and 5307 programs. The report will include a synthesis of the results of all previous work in logical chapter format with technical appendices and supporting graphics. VCTC staff will provide a consolidated set of comments from any other organizations reviewing the report and Nelson\ Nygaard will respond with changes and updates.

Based upon one set of non-conflicting comments from VCTC staff, Nelson\Nygaard will revise the Draft Plan and produce a second Draft Plan. In this version, the project team will provide two versions of the draft final document for VCTC review. One version will be a “clean” version, with no-mark-up, for clear review. The other version will be a marked-up version, depicting comments and edits received from the stakeholders.

#### **5.2 Commission/Board Meetings**

Prior to finalizing the plan, our team will (upon VCTC request) present the draft final plan and recommendations to the TAC, the Citizens Transportation Advisory Committee/Social Services Transportation Advisory Committee (CTAC/SSTAC), and the Transit Operators Advisory Committee (TRANSCOM) for review and approval. We will follow up with the committee members to ensure adequate time for review and comment and ensure that comments are responded to and/or incorporated into the final plan.



**Final Report developed by Nelson\Nygaard for the RTC Coordinated Plan.**

The final presentation will be given to the Commission and include a slide deck summarizing the draft plan.

### **5.3            *Coordinated Plan Finalization***

Based upon one set of non-conflicting comments from staff, Nelson\Nygaard will revise the Draft Plan and produce a Final Coordinated Plan. They will deliver the final document (including all supporting analysis files) in electronic form (Word and PDF), as well as provide bound paper copies upon request.

### **5.4            *Technical Assistance (as necessary)***

Upon completion of the final coordinated plan, our project team will assemble all final versions of the project deliverables to be provided to VCTC electronically through Nelson\Nygaard's file sharing site. The team will be available for technical and

implementation assistance as needed, even once the project has closed out.

## **PHASE 5 DELIVERABLES**

- First and Second Draft Coordinated Plan
- Final Coordinated Plan
- Technical Assistance (as necessary)
- Presentations (including PowerPoint slide deck summarizing Draft Final Plan)
- Meetings/Workshops:
  - Joint Meeting with CTAC/SSTAC and TRANSCOM (for Draft Plan Presentation)
  - Commission Meeting (for Final Plan Presentation)

**EXHIBIT B**  
**COMPENSATION SCHEDULE**





**EXHIBIT D**  
**FTA CONTRACT CLAUSES**

**FTA Contract Clauses  
Exhibit D**

**No Obligation by the Federal Government**

The VCTC and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VCTC, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

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

**Program Fraud and False Or Fraudulent Statements And Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

**Access to Records**

The Contractor agrees to provide VCTC, the FTA Administrator, the Comptroller General of the United States or of any of their authorized representatives access to any books, documents,

papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions.

The Contractor also agrees, pursuant to 49 CFR 633.1.7, to provide the FTA Administrator or his or her authorized representatives, including any Project Management Oversight (PMO) contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described in 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain such books, records, account and reports until the VCTC, the FTA Administrator, the Comptroller general, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

### **Federal Changes**

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the Ventura County Transportation Commission (VCTC) and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure by the Contractor to so comply shall constitute a material breach of this contract. In the event any such changes significantly affect the cost or the schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this contract.

### **Termination**

**Termination for Convenience** - The VCTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**Termination for Default [Breach or Cause]** - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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



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

**Opportunity to Cure (General Provision)** - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach** - In the event that VCTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by VCTC shall not limit VCTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### **Title VI Of The Civil Rights Act Of 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), and subcontractors agree as follows:

- A. Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination.** In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- C. Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
  - 1. Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which

implement Executive Order No. 11246 Relating to Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 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 for which this Contract work is being performed. 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 of 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.

2. **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 laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
3. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Immigration and Naturalization Act of 1986** – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

- D. Solicitations for Subcontractors, Including Procurement 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 procurement 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 non-discrimination on the grounds of race, color, or national origin.
- E. 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 City or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. 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 City or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- F. Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, City shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
  2. cancellation, termination, or suspension of the contract, in whole or in part.
- G. Subcontracts.** The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **Disadvantaged Business Enterprises**

The Ventura County Transportation Commission (VCTC) has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to this Agreement. The requirements and procedures of VCTC's DBE Program are hereby incorporated by reference into this Agreement. Failure by any party to this Agreement to carry out VCTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement, and may be grounds for termination of this Agreement, or such other appropriate administrative remedy. Each party to this Agreement shall ensure that compliance with VCTC's DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.

CONTRACTOR's failure to make good faith efforts to comply with VCTC's DBE Program shall be considered a material breach of this AGREEMENT and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. Part 26.107.

No later than Thirty (30) working days after receiving payment of retention from City for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall make full payment to its subcontractors of all compensation due and owing under the relevant subcontract agreement, unless excused by City for good cause pursuant to provisions of Section 1.1 below.

No later than Thirty (30) days after receiving payment of retention from City for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall also make full payment to its subcontractors of all retentions withheld by it pursuant to the relevant subcontract agreement, unless excused by City for good cause pursuant to provisions of Section 5.1 below.

There shall be no substitution of any DBE subcontractors subsequent to award of this Contract without the written approval of the City's DBE Officer.

### **Incorporation of Federal Transit Administration (FTA) Terms**

The Contractor shall take such action with respect to any subcontract or procurement as VCTC 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 VCTC, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Debarment and Suspension**

- A. The Contractor shall include in each subcontract exceeding \$25,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the certification set forth in paragraph B of this section. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract exceeding \$25,000 with a person who is disbarred, suspended or declared ineligible from obtaining federal assistance funds. If a proposed subcontractor is unable to certify to the statements in the following certification, the Contractor shall promptly notify VCTC and provide all applicable documentation.
  
- B. Each subcontractor with a subcontract exceeding \$25,000 shall certify as follows:

<p><b>CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS</b></p>
<p>The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:</p> <ol style="list-style-type: none"><li>1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,-</li><li>2. Have not within a three-year period preceding this proposal 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;</li><li>3. 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 enumerated in paragraph (2) of this certification; and</li><li>4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.</li></ol> <p>(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)</p> <p>THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 <u>ET. SEQ.</u> ARE APPLICABLE THERETO.</p>

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title of Contractor's Authorized Official

### **Breach of Contract**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **Clean Air**

The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1 1017 of the California Government Code. All Contractors and suppliers shall be required to submit evidence, if requested, to City that the governing air pollution control criteria will be met.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

**Clean Water**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

**Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Lobbying Certification**

As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of \_\_\_\_\_, to any person 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 pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person 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 any application to FTA for Federal assistance, I assure that Standard Form-LLL, "Disclosure Form to Report Lobbying," would be submitted and would include all information required by the form's instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Signature & Title of Authorized Official

\_\_\_\_\_  
Date

### **Fly America Requirements**

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

### **Federal Privacy Act**

Contracts Involving Federal 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 FTA.

### **Energy Conservation**

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

### **National Intelligent Transportation Systems Architecture and Standards**

The Recipient agrees to: (1) Conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), as amended by MAP-21, unless it obtains an exemption from those requirements, and (2) Except as the Federal Government determines otherwise in writing, follow: (a) FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455, January 8, 2001, and (b) Other applicable Federal guidance.

### **Access Requirements For Persons With Disabilities (ADA)**

The Recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and 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 thereto. In addition, the Recipient agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) 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;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

### **State and Local Government Laws/Regulations**

To the extent required under Federal law, the State, as the Recipient, agrees to provide the following information about FTA funding for State Programs or Projects: a. Types of Information. The State will provide information including: (1) Identification of FTA as the Federal agency providing the Federal funds for the Program or Project, (2) The Catalog of Federal Domestic Assistance Number of the Program from which the Federal funding for the Program or Project is authorized, and (3) The amount of Federal funds FTA has provided for the Program or Project, and b. Documents. The State will provide the information required under this provision in the following documents: (1) Requests for proposals, (2) Solicitations, (3) Grant or cooperative agreement applications, (4) Forms, (5) Notifications, (6) Press releases, and (7) Other publications.