

**AGENDA
REGULAR MEETING
LOCAL TRANSPORTATION AUTHORITY**

DATE: Thursday, July 17, 2014
3:00 P.M.

LOCATION: **Board of Supervisors Chambers**
481 Fourth Street, Hollister, CA 95023

DIRECTORS: Chair Victor Gomez, Tony Boch, Anthony Botelho,
Jerry Muenzer and Robert Scattini
Alternates: San Benito County: Jaime De La Cruz;
City of Hollister: Pauline Valdivia; San Juan Bautista: Andy Moore

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section B. Public Comment.***

3:00 P.M. CALL TO ORDER:

- A. **ACKNOWLEDGE** Certificate of Posting
- B. **PUBLIC COMMENT:** (Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. **Speakers are limited to 3 minutes.**)

CONSENT AGENDA:

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

1. **APPROVE** Local Transportation Authority Draft Meeting Minutes Dated June 19, 2014 – Gomez
2. **APPROVE** Local Transportation Authority Transaction Report (Financial Claims) Dated June 2014 – Postigo
3. **Replacement Phone System** – LiOwen
 - a. **APPROVE** Contract with General Telcom to Replace Phone Systems at Local Transportation Authority's Administration Office and Operations Facility for an Amount Not to Exceed \$11,819.58

- b. **AUTHORIZE** Executive Director to Approve Change Orders for an Amount Not to Exceed \$1,000.

Adjourn to LTA Meeting on Thursday, August 21, 2014. Agenda deadline is August 12, 2014 at 12:00 p.m.

In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Local Transportation Authority Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.

**San Benito County
LOCAL TRANSPORTATION AUTHORITY
REGULAR MEETING
June 19, 2014 3:00 P.M.**

DRAFT MINUTES

MEMBERS PRESENT:

Chair Gomez, Director Boch, Director Botelho, Director Muenzer, and Director Scattini

STAFF PRESENT:

Deputy County Counsel, Barbara Thompson; Executive Director, Lisa Rheinheimer; Administrative Services Specialist, Kathy Postigo; Transportation Planning Manager, Mary Gilbert; Transportation Planner, Veronica Lezama; Transportation Planner, Betty LiOwen, Transportation Intern, Regina Valentine; Secretary, Monica Gomez

CALL TO ORDER:

Chair Gomez called the meeting to order at 4:36 p.m.

A. CERTIFICATE OF POSTING

Upon a motion duly made by Director Muenzer, and seconded by Director Botelho, the Directors unanimously acknowledged the Certificate of Posting.

B. PUBLIC COMMENT: None

CONSENT AGENDA:

- 1. Approve** Local Transportation Authority Draft Meeting Minutes Dated April 17, 2014 – Gomez
- 2. Approve** LTA Transaction Report (Financial Claims) dated April through May 2014 – Postigo
- 3. Authorize** County Express Shuttle Service to the San Benito County Fair – LiOwen
- 4. Adopt** LTA Resolution 2014-01 Certifying the San Benito County Local Transportation Authority's Title VI Program – Lezama
- 5. Approve** FY2014/15 Local Transportation Authority Final Budget – Postigo

There was no discussion or public comment on the Consent Agenda.

Upon a motion duly made by Director Botelho, and seconded by Director Muenzer, the Directors unanimously approved Items 1-5 of the Consent Agenda. Vote:5/0 motion passes

Upon a motion duly made by Director Muenzer, and seconded by Director Botelho, the Directors unanimously adjourned the LTA meeting at 4:37 p.m. Vote:5/0 motion passes.

ADJOURN TO LTA MEETING JULY 17, 2014.

Council of San Benito County Governments
LTA Transaction Report
 June 2014

07/10/14

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Class</u>	<u>Amount</u>
LTA				
6/2/2014		San Benito Tire Inc.	LTA	292.94
6/2/2014		California Highway Patrol	LTA	700.00
6/9/2014	01244369	Tiffany Motor Company	LTA	642.70
6/9/2014	01244369	Tiffany Motor Company	LTA	400.18
6/9/2014	01244369	Tiffany Motor Company	LTA	358.51
6/13/2014	01244666	Jovenes de Antano	LTA	24,315.64
6/13/2014	01244669	Greenwood Chevrolet	LTA	52.05
6/13/2014	01244669	Greenwood Chevrolet	LTA	626.86
6/13/2014	01244669	Greenwood Chevrolet	LTA	551.20
6/13/2014	01244682	Cintas Corporation	LTA	25.68
6/13/2014	01244682	Cintas Corporation	LTA	97.54
6/13/2014	01244682	Cintas Corporation	LTA	25.00
6/13/2014	01244682	Cintas Corporation	LTA	25.68
6/13/2014	01244682	Cintas Corporation	LTA	25.94
6/13/2014	01244682	Cintas Corporation	LTA	26.09
6/18/2014		MV Transportation	LTA	76,671.52
6/18/2014		Hollister Auto Parts	LTA	936.47
6/18/2014	061814	Staples	LTA	47.73
6/19/2014	061914	MV Transportation	LTA	77,736.66
6/30/2014	J001	San Benito County County Counsel	LTA	420.00
6/30/2014	J002	Public Works	LTA	18,692.06
6/30/2014	J003	San Benito County County Counsel	LTA	1,740.00
6/30/2014	J004	San Benito County County Counsel	LTA	1,200.00
6/30/2014	063014	Jovenes de Antano	LTA	22,816.11
Total LTA				<u>228,426.56</u>
TOTAL				<u>228,426.56</u>

Staff Report

To: Local Transportation Authority
From: Betty LiOwen, Transportation Planner Telephone: (831) 637-7665
Date: July 17, 2014
Subject: Replacement Phone System

Recommendation:

- a. **APPROVE** Contract with General Telcom to Replace Phone Systems at Local Transportation Authority's Administration Office and Operations Facility for an Amount Not to Exceed \$11,819.58
- b. **AUTHORIZE** Executive Director to Approve Change Orders for an Amount Not to Exceed \$1,000.

Summary:

The Local Transportation Authority issued a Request for Proposals to purchase new phone systems at the administration office and the operations facility on April 18, 2014.

Financial Considerations:

The contract with General Telcom includes two new phone systems and installation costs for an amount not to exceed \$11,819.58. The project is fully funded by Public Transportation Modernization, Improvement and Service Enhancement Account Funds.

Background:

At the April 19, 2012 meeting, the Board of Directors authorized staff to apply for Public Transportation Modernization, Improvements, and Service Enhancement Account (PTMISEA) funds for a variety of capital projects. One of the projects included the replacement of the phone systems at the administration office and the operations facility.

There are problems with the existing phone systems and phones, which are more than fourteen years old. Several extensions have failed or in the process of failing. The new system will include features such as voice mail for the dispatch office, making it more convenient for transit riders to leave messages regarding rides and cancellations.

On April 17, 2014, the Board approved a Request for Proposals for the replacement phone system to be released on April 18, 2014. The Authority held a voluntary pre-proposal conference that allowed potential proposers to tour the Administration office and Operations facility on May 1, 2014.

Staff Analysis:

Proposals for the replacement phone systems were due on May 22, 2014. Staff received one proposal (General Telcom) which was reviewed and found to be responsiveness. Staff called the references on the list and received positive recommendations.

General Telcom recommends moving the Operations facility phone system from its current location to a climate controlled and secured location. The current location is located in the equipment room that is subject to extreme climate conditions. The task of relocating and rewiring for the new phone system is anywhere between \$500 to \$1,000 and has not been included in the contract. Staff is seeking authority for change orders up to \$1,000. The change order request will be evaluated by staff prior to approval for signature by the Executive Director.

Once the contract is approved and signed General Telcom anticipates the equipment will take two to three weeks to arrive and will take one day to install. Staff will coordinate with General Telcom to minimize any phone disruptions for clients.

Executive Director Review: _____

Counsel Review: Yes

Attachment: Contract with General Telcom

AGREEMENT FOR REPLACEMENT PHONE SYSTEMS

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and General Telecom ("CONSULTANT") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on July 18, 2014, and end on December 31, 2014 unless sooner terminated as specified herein.

2. Scope of Services.

CONSULTANT, for LTA's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

The CONSULTANT shall compensate the LTA according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONSULTANT shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is thirty (30) days.

7. Specific Terms and Conditions. (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for LTA:

Name: Lisa Rheinheimer

Title: Executive Director

Address: 330 Tres Pinos Road, Ste. C7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for CONSULTANT:

Name: Sean Campbell

Title: General Telcom

Address: 2930 Scott Blvd.

Santa Clara, CA 95054

SIGNATURES

APPROVED BY LTA:

Name:

San Benito County Local Transportation
Authority

Date:

APPROVED BY CONSULTANT:

Name:

Title:

Date:

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

Date: July 10, 2014

[Signature]
Name: Sean Campbell
Title: PRESIDENT
Date: July 10, 2014

ATTACHMENT A Scope of Services

The CONSULTANT for the LTA's benefit shall provide professional services regarding the replacement of LTA's telephone system, including but not limited to the provision of the materials, equipment, supplies and parts described in this Attachment A, CONSULTANT's technician's(s) services related to installation and programming of the new telephone system, and CONSULTANT's orientation and training of LTA personnel, in according with the schedule set forth in this Attachment A.

CONSULTANT will supply, install and program the equipment listed in Attachment A, during normal working hours, for the prices set forth in Attachment B to this contract. Normal working hours are 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays. CONSULTANT shall coordinate with LTA to ensure availability of space for installation of the system and to minimize impacts to operations at the Administration and Operations facilities.

If the conditions listed below do not exist then any additions, moves or changes to the original work order will require an amendment to this contract and will be billed at CONSULTANT's current regular/overtime rates, as set forth in Attachment B to this contract.

1. Existing cable must be home run from location of KSU to each station;
2. All cables must be terminated on standard telephone connecting blocks at location of KSU and standard telephone connection jack at stations. Jack locations must be accessible to CONSULTANT technicians upon their arrival. All equipment and/or furniture must be moved away from walls/cubicles for jack installation. CONSULTANT technicians are not allowed to move LTA's equipment and/or furniture;
3. LTA to assure that space will be available for mounting of telephone equipment at KSU location;
4. All materials provided and installation practices will be compliant with the "Commercial Building Telecommunications Wiring Standard";
5. All telephone and data cables must be labeled at both ends;
6. No data cables are to exceed runs of 328 feet;
7. All new cable installations must be completed prior to CONSULTANT commencing system installation.

Network Applications & System Administration

CONSULTANT will install Application Software on LTA's server equipment and two (2) additional client licenses on LTA equipment at the main location. Extended client license installations over 'Wide Area Network' connection shall be the responsibility of LTA. LTA's IT Administrator must be available for installation of software on the server and the two additional client licenses. Installation of additional Application Software Licenses by CONSULTANT may be purchased prior to installation.

LTA must have ports available on its network hub/switch. If LTA uses any System Administrator PC Programming software to make changes to its telephone/voicemail system, and if the use of such software causes any programming failures, CONSULTANT may repair the programming failure at

LTA's request, subject to an amendment of this contract. This type of programming failure will not be covered under any Warranty or Maintenance Agreement that may be in effect when LTA makes the programming changes and any technician hours expended on such repairs will be billed at CONSULTANT's current regular/overtime rates, as set forth in Attachment B to this contract.

Voice Mail - Auto Attendant

CONSULTANT will program Voicemail/Auto Attendant to include Single-Level Menu. CONSULTANT may program Multi-Level Menus at LTA's request and subject to an amendment of this contract, but programming of Multi-Level Menus may incur additional charges at CONSULTANT's current regular/overtime rates, as set forth in Attachment B to this contract.

On the date of installation, LTA will make the person who will be recording voicemail greetings (Day, Night, Holiday, etc.) available to CONSULTANT's technician. CONSULTANT shall provide LTA with sample greetings from its Customer Service Department prior to the date of installation.

For security purposes, and to help prevent hacking by outside sources, all voicemail users will be required to assign a password to each mailbox.

CONSULTANT will program Message Notification to pagers and/or cellular phones contingent upon the equipment being on site during system installation. CONSULTANT's technician may return to program additional equipment on additional dates, at LTA's request and at CONSULTANT's current regular/overtime rates, as set forth in Attachment B to this contract, subject to an amendment of this contract.

Training and Documentation

CONSULTANT shall deliver Quick Reference Guides for each telephone set at the time of installation. Additional documentation will be made available to LTA at www.generaltelcom.net

CONSULTANT will provide basic station and voicemail user orientation consisting in a class room environment of up to 15 users per 1-hour sessions at each location. One training session of up to 2 hours for System Administrators will be provided separately. CONSULTANT shall provide training documents for System Administrators for future reference.

CONSULTANT will train more than one person as System Administrator at no additional cost, and recommends that more than one person be trained. The orientation schedule will be established at the time of survey. CONSULTANT shall work with the LTA to coordinate the training of all end-users, including those end-users that work off-site, with the least possible impact on the operations at the Administration and Operations facilities.

All sessions are to be completed on the same day. Additional training will be made available at the request of the LTA, at CONSULTANT'S current regular/overtime rates, as set forth in Attachment B to this contract, subject to an amendment of this contract.

Warranty

CONSULTANT shall provide a five-year warranty on the proposed system and a one-year warranty on labor and those materials, equipment, supplies and parts supplied by the CONSULTANT. The warranty shall cover the CONSULTANT's supplied materials, equipment,

supplies, parts, labor, travel and miscellaneous costs and will commence the day following the date of System Acceptance.

If the system fails to perform as described in accordance with this Attachment A, the CONSULTANT shall take all necessary actions, at no additional cost, to restore the system to perform in accordance with Attachment A.

Miscellaneous

- Any work and/or material not specifically defined in the contract is excluded.
- Any additions or changes in quantities outside the scope of this project will be a change order and must be approved and received by CONSULTANT five (5) days before scheduled cutover.
- LTA will provide finalized documentation identifying station locations prior to the start of the project.
- It is assumed that CONSULTANT will be provided with an environment that is free from hazardous pollutants, including asbestos. In the event that pollutants are encountered the LTA shall remove the pollutants.

Equipment

Administration Office (330 Tres Pinos Road, Suite C7)

1	Toshiba Strata CIX40 Digital R3 Software 6.1 Telephone System. Equipped with 4 caller ID capable central office lines, 16 digital telephone ports. Equipped to integrate with 4 digital ports of automated attendant/voice mail plus 1 port(s) available for connection of analog devices. System also equipped with Network Interface Card providing one circuit for 100 base-TX Ethernet LAN Connection for FIX WinAdmin, Maximum capacity of 40 ports
1	Toshiba CIX 40 voice processing system with automated attendant and voicemail. Equipped with 4 digitally integrated ports, approximately 40 hours of storage or up to 10,000 total messages and 374 mailboxes
4	Analog Loop/Ground Start Central Office Ports with Caller ID
16	Digital Station Ports, support for connection of NEC Univerge DT300 Series Terminals, NEC DTR-Dterm I Terminals, and NEC DTH-IPK II Terminals
9	Toshiba 20-Button Digital Key Telephone (DP5132-SD) with 4-line Backlit LCD display, voice announce, handsfree answerback, LED message waiting indication, electronic volume and tone controls, half-duplex speakerphone capability and built-in headset interface
1	Reconnect one existing Polycom Conference phone
2	Jabra Wireless Headsets with 325' range and electronic hookswitch eliminating the need for lifters to answer and disconnect calls while away from desk
1	Toshiba Value Plus 5 year warranty on Parts

Operations (3240 Southside Road)

- 1 Toshiba Strata CIX40 Digital R3 Software 6.1 Telephone System. Equipped with 4 caller ID capable central office lines, 16 digital telephone ports. Equipped to integrate with 4 digital ports of automated attendant/voice mail plus 1 port(s) available for connection of analog devices. System also equipped with Network Interface Card providing one circuit for 100 base-TX Ethernet LAN Connection for FIX WinAdmin, Maximum capacity of 40 ports
- 1 Toshiba CIX 40 voice processing system with automated attendant and voicemail. Equipped with 4 digitally integrated ports, approximately 40 hours of storage or up to 10,000 total messages and 374 mailboxes
- 4 Analog Loop/Ground Start Central Office Ports with Caller ID
- 8 Digital Station Ports, support for connection of NEC Univerge DT300 Series Terminals, NEC DTR-Dterm I Terminals, and NEC DTH-IPK II Terminals
- 4 Toshiba 20-Button Digital Key Telephone (DP5132-SD) with 4-line Backlit LCD display, voice announce, handsfree answerback, LED message waiting indication, electronic volume and tone controls, half-duplex speakerphone capability and built-in headset interface
- 2 Jabra Wireless Headsets with 325' range and electronic hookswitch eliminating the need for lifters to answer and disconnect calls while away from desk
- 1 Toshiba Value Plus 5 year warranty on Parts

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by LTA to CONSULTANT at the address specified in paragraph 7 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

LTA shall pay to CONSULTANT: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$11,819.58

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

A. CONSULTANT shall invoice the LTA based upon the terms below:

Upon receiving the notice to proceed	\$2,954.90
When CONSULTANT certifies all cabling is completed before cutover has been installed	\$3,545.87
Upon delivery of main exchange unit	\$4,136.85
Upon system acceptance	\$1,181.96

B. In the event CONSULTANT provides additional services beyond those set forth in Attachment A to this contract, pursuant to an amendment of this contract, such additional services will be billed at CONSULTANT's current regular time rate at \$92 per hour or overtime rate at \$138 per hour.

C. *Phone Service*

CONSULTANT will not charge the LTA for any Telcon delays caused by telephone services ordered and coordinated by CONSULTANT's personnel. If telephone services are ordered by LTA or another vendor and delays occur causing CONSULTANT to expend significant additional labor hours (regular or overtime) on installation, CONSULTANT may charge the LTA for this additional time at

CONSULTANT's current regular/overtime rates set forth above in this Attachment B, on a separate invoice, subject to an amendment of this contract.

D. *Miscellaneous*

- Costs for additions and changes after initial inspection begins will be based on material cost plus actual labor at CONSULTANT's current regular/overtime rates set forth above in this Attachment B (Time and Material), subject to an amendment of this contract.

END OF ATTACHMENT B

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONSULTANT and LTA each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONSULTANT's duty to indemnify LTA, CONSULTANT shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that LTA shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming LTA and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONSULTANT shall require all subconsultants performing work under this contract to obtain substantially the identical insurance coverage required of CONSULTANT pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONSULTANT shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONSULTANT shall maintain comprehensive general liability insurance, covering all of CONSULTANT's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONSULTANT shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONSULTANT shall maintain comprehensive motor vehicle liability insurance covering all motor vehicles (including

owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.

- (d) Workers' compensation insurance. CONSULTANT shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONSULTANT elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONSULTANT and prior to any obligations of LTA, CONSULTANT shall file certificates of insurance with LTA, showing that CONSULTANT has in effect the insurance required by this contract. CONSULTANT shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONSULTANT may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONSULTANT warrants that CONSULTANT's self-insurance provides substantially the same protection to LTA as the insurance required herein. CONSULTANT further agrees to notify LTA in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONSULTANT shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONSULTANT shall contractually require that all of CONSULTANT's subconsultants performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONSULTANT or any subconsultant, shall be made available to LTA or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONSULTANT shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONSULTANT shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if LTA notifies CONSULTANT of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONSULTANT or any subconsultant of CONSULTANT shall, after completion and acceptance of the contract, become the property of LTA, and shall not be subject to any copyright claimed by the CONSULTANT, subconsultant, or their agents or employees. CONSULTANT may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by

CONSULTANT, any subconsultant, or any of their agents or employees, without the prior written consent of LTA is prohibited.

C-8. INDEPENDENT CONSULTANT.

CONSULTANT and its officers and employees, in the performance of this contract, are independent Consultants in relation to LTA and not officers or employees of LTA. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of LTA. CONSULTANT shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONSULTANT further represents to LTA that CONSULTANT has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this contract, no subconsultant or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONSULTANT shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONSULTANT shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONSULTANT shall immediately notify LTA in the event that CONSULTANT ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONSULTANT without the prior written consent of LTA, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, LTA shall pay CONSULTANT for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. LTA's receipt of consideration with knowledge of CONSULTANT's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONSULTANT and CONSULTANT's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONSULTANT. CONSULTANT and all of CONSULTANT's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONSULTANT agrees that LTA shall have the right to deduct from any payments specified in Attachment B any amount owed to LTA by CONSULTANT as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If LTA exercises the right to reduce the consideration specified in Attachment B, LTA, at the time of making a reduced payment, shall give CONSULTANT notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

~ END ATTACHMENT C ~

ATTACHMENT D

State and Federal Requirements

1. Record Retention/Audits

- A. The Consultants and its subconsultant shall maintain all source documents, books and records connected with their performance of work initiated under this contract for a minimum of three (3) years from the date of final payment from the LTA. The Consultant shall make all such supporting information available for inspection and audit by representatives of the State of California, the Bureau of State Audits, or the Federal Government upon request.
- B. The Consultant and subconsultant shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support segregate and accumulate the costs of work elements by line item and produce which clearly identify reimbursable costs and other expenditures as identified in Attachment A: Scope of Work of this contract.

2. Non-Discrimination Clause

- A. In the performance of work undertaken herein, the Consultant and subconsultant shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- B. The Consultant and subconsultant shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Consultant and subconsultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this MFTA by reference and made a part hereof as if set forth in full.
- C. The Consultants and subconsultant shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreement.
- D. The Consultant and subconsultant shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State of California to investigate compliance with this section.

~ END ATTACHMENT D ~