

RESOLUTION NO. 94-08

A RESOLUTION OF THE CITY OF EL PASO DE ROBLES
APPROVING AND AUTHORIZING THE EXECUTION OF A
CONTRACT WITH THE DEPARTMENT OF TRANSPORTATION
FOR THE USE OF THE CITY'S GREYHOUND BUS DEPOT
FOR AMTRAK BUS SERVICES

WHEREAS, the State of California, Department of Transportation, Division of Rail is desirous of utilizing the City's Greyhound Bus Depot facility for their Amtrak Bus services; and

WHEREAS, the State of California, Department of Transportation, Division of Rail is prepared to make monthly payments in the amount of \$220.00 for its use; and

WHEREAS, the City Council of the City of El Paso de Robles is desirous of providing said facility for their use at the stipulated monthly rate.

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

APPROVED AND ADOPTED by the City Council of the City of El Paso de Robles this 4th day of January, 1994 by the following vote:

AYES: Heggarty, Macklin, Martin, Picanco, and Iversen

NOES: None

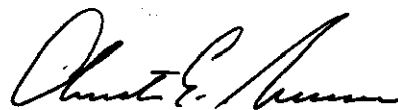
ABSENT: None

ABSTAIN: None

Attest:



Richard J. Ramirez, City Clerk



Christian Iversen, Mayor

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
STD. 2 (REV. 4-80)

CONTRACT NUMBER 75V905	AM. NO.
CONTRACTOR'S FEDERAL I.D. NUMBER	

AGREEMENT, made and entered into this 24th day of November, 1993,
State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <u>Director</u>	AGENCY <u>Transportation</u>
CONTRACTOR'S NAME <u>City of El Pso de Robles</u>	

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

**THE ENTIRE AGREEMENT IS SET FORTH
ON THE FOLLOWING PAGES**



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

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

STATE OF CALIFORNIA	CONTRACTOR
AGENCY <u>Department of Transportation</u>	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <u>City of El Paso de Robles</u>
BY (AUTHORIZED SIGNATURE) >	BY (AUTHORIZED SIGNATURE) ▷
PRINTED NAME OF PERSON SIGNING <u>HELY JONES</u>	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE <u>Headquarters Contract Officer</u>	ADDRESS <u>910 Park Street</u> <u>Paso Robles, CA 93446</u>

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ <u>1540.00</u>	PROGRAM/CATEGORY (CODE AND TITLE) <u>Transportation</u>		FUND TITLE <u>TP&D</u>	
	(OPTIONAL USE)			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ <u>0</u>	ITEM <u>2660</u>	CHAPTER <u>55</u>	STATUTE <u>93</u>	FISCAL YEAR <u>93/94</u>
NET AMOUNT ENCUMBERED TO \$ <u>1540.00</u>	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>75175-633802-34002-</u>			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER >			DATE	

*Department of General Services
Use Only*

I. DESCRIPTION - STATEMENT OF WORK

- A. The Contractor shall furnish the necessary personnel and facilities to establish safe, secure and convenient bus passenger facilities for persons using the state funded Amtrak buses to travel to and from the San Joaquin and San Diegan trains.
- B. The Contractor shall:
1. Provide a bus passenger facility that is clean, orderly, well lighted and in safe condition. State shall have the right to inspect and approve the facility provided by Contractor. Any facility not meeting public standards of safety, convenience and cleanliness may be rejected and the contract terminated by State.
 2. Be knowledgeable and answer questions and provide other assistance in person or by telephone to persons requesting fare and schedule information for the San Joaquin and San Diegan trains and connecting bus services.
 3. Prominently display Amtrak bus stop sign(s), posters, timetables and other information supplied by the State or Amtrak, in an accessible on site location readily available for public use.
 4. Be neat, cheerful and courteous, and employ a professional manner whenever discussing trains and connecting bus services.

II. CONTRACT MANAGER

The Contract Manager for the State will be Penny Gray, 916-227-9450.

III. CONTRACT PERIOD

This contract shall begin on December 1, 1993, contingent upon approval by the State, and expire on November 30, 1995.

IV. RATES

The Contractor will be paid at the rate of \$220.00 a month.

V. PAYMENT

- A. The State will reimburse the Contractor monthly in arrears as promptly as State fiscal procedures permit upon receipt of itemized invoices in triplicate. Invoices shall reference this contract number and shall be submitted to the Contract Manager at the following address:

Department of Transportation
Division of Rail
Attn. Penny Gray
P. O. Box 942874
Sacramento, CA 94274-0001

- B. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the contract have been met. Discount must be a minimum of 1/2 of 1% of the amount due, but not less than \$5.00.
- C. The total amount payable by State shall not exceed \$5280.00 to be encumbered as follows:
- Fiscal Year 93/94 - \$1540.00
 - Fiscal Year 94/95 - \$2640.00
 - Fiscal Year 95/96 - \$1100.00

VI. TERMINATION

The Department of Transportation reserves the right to terminate this agreement upon thirty (30) days written notice to the Contractor.

VII. NONDISCRIMINATION

- A. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and 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, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

VIII. STATEMENT OF COMPLIANCE

The Contractor's signature affixed to and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless

exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

IX. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this contract in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The State has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

X. MBE/WBE/DVBE PARTICIPATION (NO GOALS)

The State has established no goals for the participation of MBE/WBE/DVBE in this contract. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115, et seq., which is incorporated by reference, and is urged to obtain MBE/WBE/DVBE participation should clearly defined portions of the work become available.

XI. RETENTION OF RECORDS/AUDITS

For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 10532, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period for three years from the date of final payment under the contract. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits,

examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

XII. AMENDMENTS

This contract may be amended or modified only by mutual written agreement of the parties.

XIII. DISPUTES

- A. Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the contract on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the contract.

XIV. SUBCONTRACTING

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the Contract Manager, except that which is expressly identified in the Contractor's proposal.

XV - NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal court that orders the Contractor to comply with an order of the National Labor Relations Board.

XVI - DRUG-FREE WORKPLACE CERTIFICATION

By signing this contract, the contractor hereby certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and

specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)

- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
1. the dangers of drug abuse in the workplace,
 2. the person's or organization's policy of maintaining a drug-free workplace,
 3. any available counseling, rehabilitation and employee assistance programs, and
 4. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:
1. will receive a copy of the company's drug-free policy statement and
 2. will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Contractor may be ineligible for award of any future state contracts if the department determines that any of the following has occurred: 1) the contract has made a false certification or, 2) violates the certification by failing to carry out the requirements as noted above.

XVII - CITY/COUNTY CLAUSE

Should Cities or Counties fail to pay moneys due the State within 30 days of demand or within such other period as may be agreed between the parties hereto, State, acting through the State Controller, may withhold an equal amount from future apportionments due Cities or Counties from the Highway Users Tax Fund.