



BOARD OF DIRECTORS MEETING
WEDNESDAY, JUNE 1, 2016 – 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411

The Board of Directors meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or Limited English Proficiency services are needed in order to participate in the public meeting, requests should be made through the Board Secretary at least three (3) business days prior to the Board Meeting. The Board Secretary's telephone number is 909-379-7110 (voice) or 909-384-9351 (TTY). If you have comments about items on the agenda or other general concerns and are not able to attend the meeting, please mail them to Omnitrans at 1700 West Fifth Street, San Bernardino, California, Attention Board Secretary. Comments may also be submitted by email to BoardSecretary@omnitrans.org.

A. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance
3. Roll Call

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, July 6, 2016 – 8:00 a.m.
Omnitrans Metro Facility Board Room
2. Presentation: Benito Zevalza – 2nd Place APTA Roadeo Winner

C. COMMUNICATIONS FROM THE PUBLIC

This is the time and place for the general public to address the Board for items that are not on the agenda. In accordance with rules applicable to meetings of the Board of Directors, comments on items not on the agenda and on items on the agenda are to be limited to a total of three (3) minutes per individual.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

1. Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

E. CONSENT CALENDAR

The following items are expected to be routine and non-controversial. The Board will act upon them at one time without discussion, unless the Board directs that an item be held for further discussion under Agenda Item F, Discussion Items. Any person wishing to address consent items should address the Board under Agenda Item #E10, Action on Consent Calendar.

1. Approve Board Minutes – May 4, 2016
2. Receive and File Affirmative Action Status Report – As of May 12, 2016
3. Adopt Resolution No. 292-16, Authorization to Execute Certifications and Assurances for 2016 Affordable Housing and Sustainable Communities (AHSC) Program

3

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BOARD OF DIRECTORS MEETING
WEDNESDAY, JUNE 1, 2016 – 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411

E. CONSENT CALENDAR CONTINUED	
4. Authorize Release, Request for Proposals RFP-HRS17-03, Security Services	16
5. Authorize Release, Invitation for Bids IFB-MNT17-08, West Valley Hydraulic Vehicle Lifts Replacement	18
6. Authorize Release, Request for Proposals RFP-MNT17-09, Auction Services	20
7. Authorize Release, Request for Proposals RFP-MNT17-10, Twenty-Seven Fuel Efficient Mid-Size Sedans	22
8. Authorize Award, Contract IPMO17-06, Geotechnical and Materials Testing Services	24
9. Press Articles and Letters of Interest to the Board	85
10. Action on Consent Calendar	
F. DISCUSSION ITEMS	
The following items do not legally require any public testimony, although the Chair may open the meeting for public input.	
1. CEO/General Manager's Report	116
2. Adopt Fiscal Year 2016-2017 Marketing Plan	117
3. Approve Agreement No. 16-1001458, San Bernardino County Transportation Authority – Measure I Consolidated Transportation Services Agency Funds	146
4. Authorize Award, Contract IPMO16-98, sbX E Street Corridor Public Address System	162
5. Authorize Contract Amendment 1, Trapeze Contracts ITS16-07, MNT15-153, and MNT15-184	164
6. Authorize Award, Contract MNT16-100, Brake Shoe Relining Services	175
7. Authorize Award, Contract MKP16-102, Bus Book Printing Services	203
8. Authorize 40' Bus Donation to Family Services Association for Mobile Fresh Program	231
G. PUBLIC HEARING	
1. Call for Public Hearing – Proposed Route 80 Change to Serve Ontario International Airport	233
H. BOARD BUSINESS	
Closed Session	
1. Conference with Labor Negotiator P. Scott Graham concerning labor negotiations with Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6	
2. Conference with Labor Negotiator P. Scott Graham concerning labor negotiations with Teamsters Union Local No. 166 regarding the Maintenance and Administrative/Support Unit, pursuant to Government Code Section 54957.6	
I. REMARKS AND ANNOUNCEMENTS	
J. ADJOURNMENT	

ITEM # D1

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: DISCLOSURE(S) REGARDING RECOMMENDATIONS FOR
ACTION BY THE OMNITRANS BOARD OF DIRECTORS**

FORM MOTION

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Board of Director's Meeting scheduled June 1, 2016.

Item	Contract	Principals & Agents	Subcontractors
#E8	Authorize Award Contract IPMO17-06 Geotechnical and Materials Testing Services	<i>LOR Geotechnical Group Riverside, CA John P. Leuer President</i>	<i>None</i>
#F4	Authorize Award Contract IPMO16-98, sbX E Street Corridor Public Address System	<i>Ford Audio-Video Systems, Inc. Tulsa, OK Claire M. Ford Chief Executive Officer</i>	<i>None</i>
#F5	Authorize Contract Amendment 1 Trapeze Contracts ITS16-07, MNT15-153 and MNT15-184	<i>Trapeze Software Group, Inc. Cedar Rapids, IA Eric Herrmann, Chief Financial Officer</i>	<i>None</i>
#F6	Authorize Award Contract MNT16-100 Brake Shoe Relining Services	<i>American Moving Parts Los Angeles, CA Ernie Cisneros Vice President of Sales</i>	<i>None</i>
#F7	Authorize Award Contract MKP16-102 Bus Book Printing Services	<i>iColor Printing & Mailing, Inc. Los Angeles, CA Sameer Khan Account Manager</i>	<i>None</i>

PSG:JMS

CONFLICT OF INTEREST FORM

PURPOSE: This form is provided to assist members of the Omnitrans Board of Directors in meeting requirements of Government Code Section 84308 and 87100 in documenting conflict of interest as related to Omnitrans Board/Committee agenda items.

INSTRUCTIONS: Under certain circumstances, Omnitrans Board Members may be required to disclose and disqualify themselves from participating in, influencing, or voting on an agenda item due to personal income, real property interests, investments, business positions, or receipt of campaign contributions. If applicable, Board Members must personally state the following information, for entry into the public record, prior to consideration of the involved agenda item(s) and turn in the completing form to the Recording Secretary prior to leaving the meeting.

BOARD MEMBER INFORMATION

BOARD MEMBER NAME	CITY/COUNTY NAME	MEETING DATE

CAMPAIGN CONTRIBUTIONS

1. I have a disqualifying campaign contribution of over \$250 from _____
(Name of Company and/or Individual)
 and therefore I am abstaining from participation on Agenda Item _____, Subject: _____
2. I have a disqualifying campaign contribution of over \$250 from _____
(Name of Company and/or Individual)
 and therefore I am abstaining from participation on Agenda Item _____, Subject: _____
3. I have a disqualifying campaign contribution of over \$250 from _____
(Name of Company and/or Individual)
 and therefore I am abstaining from participation on Agenda Item _____, Subject: _____

FINANCIAL INTEREST

1. I have a financial interest of _____
State income, real property interest or business position

Identify company or property location
2. I have a financial interest of _____
State income, real property interest or business position

SIGNATURE

Board Member Signature	Date
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ITEM # _____ E1 _____

**BOARD OF DIRECTORS' MEETING
MINUTES OF MAY 4, 2016**

A. CALL TO ORDER

Chairman Sam Spagnolo called the regular meeting of the Omnitrans Board of Directors to order at 8:01 a.m., Wednesday, May 4, 2016, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

1. Invocation
2. Pledge of Allegiance
3. Roll Call

BOARD MEMBERS PRESENT

Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga – Chairman
Council Member Ron Dailey, City of Loma Linda – Vice Chairman
Mayor Carey Davis, City of San Bernardino
Mayor Richard DeLaRosa, City of Colton
Mayor Paul Eaton, City of Montclair
Council Member Pat Gilbreath, City of Redlands
Supervisor Josie Gonzales, County of San Bernardino
Supervisor Curt Hagman, County of San Bernardino
Council Member Penny Lilburn, City of Highland
Supervisor James Ramos, County of San Bernardino
Council Member Dick Riddell, City of Yucaipa
Council Member John Roberts, City of Fontana
Mayor Deborah Robertson, City of Rialto
Mayor Pro Tem Sylvia Robles, City of Grand Terrace
Council Member Peter Rogers, City of Chino Hills, Alternate
Supervisor Janice Rutherford, County of San Bernardino
Council Member Alan Wapner, City of Ontario
Mayor Dennis Yates, City of Chino

BOARD MEMBERS NOT PRESENT

Supervisor Robert Lovingood, County of San Bernardino
Mayor Ray Musser, City of Upland

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

P. Scott Graham, CEO/General Manager
Diane Caldera, Director of Operations
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources, Safety & Regulatory Compliance
Samuel Gibbs, Director of Internal Audit
Jacob Harms, Director of Information Technology
Andres Ramirez, IPMO Program Manager
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Wendy Williams, Director of Marketing & Planning
Jeremiah Bryant, Service Planning Manager
Anna Jaiswal, Planning Manager
Maurice Mansion, Treasury Manager
Ray Maldonado, Employee Relations Manager
Omar Bryant, East Valley Maintenance Manager
Tom Dahlin, IPMO Safety Manager
Eugenia Pinheiro, Contracts Manager
Kathy McClure, Sr. Contracts Administrator
Krystal Turner, Contracts Administrator
Christine Van Matre, Contracts Administrator
Frank Quass, Operations Services Supervisor
Mark Crosby, Security & Emergency Preparedness Coordinator
Bethany Fernley, Administrative Secretary
Vicki Dennett, Executive Assistant to CEO/General Manager

LEGAL COUNSEL

Carol Greene, Deputy County Counsel

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, June 1, 2016, 8:00 a.m.
Omnitrans Metro Facility Board Room
2. Omnitrans Employee of the Quarter was presented to Marcos Espinoza from Information Technology.

Member Gonzales arrived at 8:06 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

The members of the public who submitted speaker cards all asked to speak during presentation of Item F-5.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

Member Rutherford recused herself from voting on Item F-6.

E. CONSENT CALENDAR

1. Approve Board Minutes – April 6, 2016
2. Receive and File Executive Committee Minutes – January 8, 2016
3. Receive and File Administrative and Finance Committee Minutes – March 10, 2016
4. Receive and File Operations and Safety Committee Minutes – February 16, 2016
5. Receive and File Agency Management Report – Third Quarter Report
6. Receive and File sbX Construction Progress Report No. 46 through March 31, 2016
7. Receive and File sbX E Street Corridor BRT Project Quarterly Report – March 2016
8. Receive and File Fiscal Year 2016 Annual Management Plan Strategic Initiatives – Third Quarter Report
9. Receive and File Key Performance Indicators – Third Quarter Report
10. Adopt Resolution No. 289-16, Authorizing Filing of Transportation Development Act, Article 4, Reimbursement Claim to San Bernardino Associated Governments
11. Adopt Resolution No. 290-16, Authorizing Filing Fiscal Year 2017 Applications with Federal, State and Local Funding Sources for Federal Transportation Assistance
12. Adopt Resolution No. 291-16, Authorizing Filing of Application and Requests for Reimbursement for the Governor's Office of Homeland Security Fiscal Year 2015-2016 California Transit Security Grant Program Funding
13. Adopt Proposed Revision, Personnel Policy #603 – Retirement Plan
14. Approve New Positions; Adopt Proposed Revisions, Personnel Policy #402 Salary Ranges, Management Confidential Classifications
15. Support Proposed Fiscal Year 2017 Management Plan
16. Adopt Fiscal Year 2016-2017 Marketing Plan
17. Authorize Release, Invitation for Bids IFB-MKP16-37, Ruben Campos Park Bus Stop Improvement Project
18. Authorize Release, Invitation for Bids IFB-OPS17-07, 110 Tablets and A Shared Cellular Data Plan
19. Press Articles and Letters of Interest to the Board

Member Hagman arrived at 8:13 a.m.

Member Rutherford expressed concerns about several items on the Consent Calendar, in particular Items E8, E15 and E16, which were addressed by CEO/General Manager P. Scott Graham. Due to concerns about ridership and the need to do something profoundly different, the Marketing Plan was not approved and will be discussed at the next Board Meeting.

Member Ramos arrived at 8:20 a.m.

Member Robertson arrived at 8:25 a.m.

Member Gonzales left the meeting at 8:37 a.m., and returned at 8:38 a.m.

M/S (Yates/Eaton) that approved the Consent Calendar, with the exception of Item E16, which will be placed on next month's Discussion Calendar. Motion was unanimous by Members present, with the exception of Member Davis, who abstained from Items E2 and E4.

F. DISCUSSION ITEMS

1. State of the Agency Presentation

CEO/General Manager P. Scott Graham presented the State of the Agency report, outlining the ways and means Omnitrans will achieve its commitment to hold operational costs below the three percent growth rate without impacting employees or reducing service. In addition, Mr. Graham shared major accomplishments, including opening the San Bernardino Transit Center where we have achieved a 93% satisfaction rating, new bus technologies featuring improved wheelchair restraints and audible turn signals, and continued progress on the West Valley Connector Corridor project.

Member Ramos left the meeting at 8:43 a.m., and returned at 8:45 a.m.

2. Adopt Fiscal Year 2016-2017 Service Plan

Service Planning Manager Jeremiah Bryant presented this item for discussion, highlighting ridership trends, fare structure, phased changes, and proposed service changes.

Member Dailey left the meeting at 8:52 a.m., and returned at 8:57 a.m.

Member Wapner left the meeting at 9:00 a.m., and returned at 9:02 a.m.

Member Riddell left the meeting at 9:10 a.m., and returned at 9:12 a.m.

M/S (Yates/Rogers) that adopted the Omnitrans Fiscal Year 2016-17 annual Service Plan. Motion was unanimous by members present.

3. Adopt Fiscal Year 2016-2017 Budget Plan

M/S (Yates/Gilbreath) that adopted the Omnitrans Fiscal Year 2016-17 Annual Budget. Motion was unanimous by Members present.

4. Approve Administrative Agent Agreement Between Valley Transportation Services (VTrans) and Omnitrans

M/S (Wapner/Dailey) that authorized the CEO/General Manager to execute the Administrative Agent Agreement between Valley Transportation Services (VTrans) and Omnitrans for the period of 5/4/16-7/1/17 in substantially the same format presented in Item F4 with changes to the reimbursement amounts to be negotiated with VTrans and approved by SANBAG staff.

Member Robertson left the meeting at 9:23 a.m., Member Eaton left the meeting at 9:24 a.m., and Members Gilbreath and Wapner left the meeting at 9:25 a.m.; none of them returned.

5. Authorize Award, Contract FIN16-53, Design-Build-Maintain Compressed Natural Gas (CNG) Infrastructure at East Valley and West Valley Fueling Facilities

Member DeLaRosa left the meeting at 9:57 a.m., and returned at 9:58 a.m.
Member Dailey left the meeting at 10:08 a.m., and returned at 10:10 a.m.
Member Yates left the meeting at 10:12 a.m., and returned at 10:14 a.m.

Three speakers presented letters to the Board:

- (1) Charles Love and Derek Turbide from Clean Energy claimed that GP Strategies has not met the RFP requirements because they have not designed and built a CNG station of similar size and scope, much less two, in the last five years.
- (2) Rod Strange from TruStar Energy stated his bid price is shown incorrectly in the Board Memo; he echoed comments made by Clean Energy.
- (3) Mike Mackey from GP Strategies spoke on behalf of his firm, mentioning project successes over their fifty years of work history and financial stability in the industry.

The Board was concerned with the variances in the prices and asked questions about STV, Inc., the contractor hired to prepare the solicitation and why they were not present at the oral interviews. As they were not part of the selection committee, they were not required to be present, but they did score the proposals and concurred with staff's recommendation for award. IPMO Manager Andres Ramirez responded that the RFP process gave the proposers the opportunity to present their best approach, and GP's approach resulted in a big cost savings. He discussed the weighted criteria, and noted the three proposers and their scores, and how GP Strategies scored highest overall. He noted that Clean Energy did not meet the mandatory fueling date in their proposal. The RFP required that two D-B-M projects must have been completed within the past five years, and that GP Strategies did meet that requirement; references were checked and came back stellar. When asked about the legal review, Carol Greene responded that she did review and agreed with GP's qualifications, and with the selection committee's decision. With regards to the contingency, Andres explained that being a D-B-M project, the contingency being carried on the project is specifically for unforeseen conditions that were not part of the scope, and Omnitrans does not expect to dip into it at all.

M/S (Hagman/Robles) that authorized the CEO/General Manager to award negotiated Contract FIN16-53 to GP Strategies of Columbia, Maryland, for the Design-Build-Maintain of the Compressed Natural Gas (CNG) infrastructure at the East Valley and West Valley Vehicle Fueling Facilities, which includes maintenance for a one-year base period commencing upon completion and acceptance of construction, in the amount of \$7,305,261.00. In addition authorized Omnitrans to carry a ten percent contingency of \$730,526.00, and to apply a 3.27% Cost Allocation Plan of \$262,770.00 to the contract; and provided the CEO/General Manager the authority to exercise three (3) single option maintenance and warranty years in the aggregate amount of \$725,128.00. The total expenditure authorization for this contract is not-to-exceed the amount of \$9,023,685.00. Motion was passed by majority of Members present, with Members Gonzales, Riddell, DeLaRosa, Lilburn and Dailey opposed.

6. Authorize Award – Contract HRS16-31, Occupational Health Services, Occupational Health Services

M/S (Yates/Lilburn) that authorized the CEO/General Manager to award Contract HRS16-31 to U.S. HealthWorks Medical Group, of Valencia, CA, for the provision of Occupational Health Services required under mandated policies, guidelines, and regulations, for a two (2) year base period with the authority to exercise three (3) single option years, ending no later than June 30, 2021, in the amount of \$513,120, plus a ten percent contingency of \$51,312, for a total not-to-exceed amount of \$564,432, should all option years be exercised. Motion was unanimous by Members present.

G. PUBLIC HEARING

There is no Public Hearing scheduled.

H. BOARD BUSINESS

I. REMARKS AND ANNOUNCEMENTS

There were no remarks or announcements.

J. ADJOURNMENT

The Board adjourned at 10:20 a.m. The next regular meeting is scheduled Wednesday, June 1, 2016, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Christine Vega, Administrative Secretary

Submitted for the
Board Meeting of:
June 1, 2016

OMNITRANS
AFFIRMATIVE ACTION STATUS REPORT
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT
As of May 12, 2016

DEPARTMENT	Total Positions*	MALE ETHNIC COMPOSITION										FEMALE ETHNIC COMPOSITION										Existing Vacancies	INTERVIEWED										APPOINTED									
		ETHNIC COMPOSITION										ETHNIC COMPOSITION											INTERVIEWED										APPOINTED									
		C	B	H	AS	AI	2+	IWD	VET	C	B	H	AS	AI	2+	IWD	VET	C	B	H	AS		AI	2+	IWD	VET	C	B	H	AS	AI	2+	IWD	VET								
OPERATIONS	473	51	101	103	6	0	6	8	40	32	99	51	0	2	12	4	3	10	5	26	17	0	0	0	3	2	1	0	12	6	0	0	0	0	1							
MAINTENANCE	107	30	10	50	5	1	1	4	15	3	0	1	1	0	0	0	0	5	3	12	12	1	0	0	1	3	0	1	1	1	0	0	0	0	0							
EXECUTIVE OFFICE	5	1	1	0	0	0	0	0	1	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
INFORMATION TECH. SERVICES	8	2	0	1	4	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
MARKETING/ PLANNING	31	4	0	6	1	0	1	0	1	4	0	13	0	0	1	4	0	1	3	3	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0					
HUMAN RESOURCES/ SAFETY/SECURITY	13	3	0	1	0	0	0	1	1	5	0	3	0	1	0	2	0	0	1	1	0	0	1	0	0	0	1	0	0	0	0	1	0	0	0	0	0					
PROCUREMENT	20	4	1	8	0	0	0	1	3	3	2	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
FINANCE	12	0	2	0	2	0	0	0	1	2	0	3	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
SPECIAL TRANSPORTATION SERVICES	11	1	0	1	0	0	1	0	0	1	0	5	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
IPMO	3	1	0	1	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
AGENCY TOTALS	683	97	115	171	18	1	10	14	64	53	101	77	3	3	15	10	3	19	12	42	29	1	1	0	4	5	2	2	13	7	0	1	0	0	0	0	0	1				

C = Caucasian
B = Black
H = Hispanic
AS = Asian
AI = American Indian
2+ = Two or More Races
NH/PI = Native Hawaiian or Other Pacific Islander

COMPLETED BY:

Meredith Tshilonda
Meredith Tshilonda
(HR Analyst)

*Reflects numbers from the FY16 budget
**includes 7 temporary 5-week trainee positions

PERCENTAGES

	C	B	H	AS	AI	2+	IWD	VET
23%	150	216	248	21	4	25	24	67
	23%	33%	37%	3%	0.6%	4%	4%	10%
								664

ITEM # E2

ITEM # E3

RESOLUTION NO. 292-16

**AUTHORIZATION TO EXECUTE THE CERTIFICATIONS
AND ASSURANCES FOR THE 2016 AFFORDABLE
HOUSING AND SUSTAINABLE COMMUNITIES (AHSC)
PROGRAM**

WHEREAS, THE STATE OF CALIFORNIA, THE STRATEGIC GROWTH COUNCIL (SGC) and the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (Department) has issued a Notice of Funding Availability dated January 29, 2016 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200; and

WHEREAS, OMNITRANS (Applicant) desires to apply for AHSC Program funds and submit the Application Package released by the Department for the AHSC Program; and

WHEREAS, the SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program; and

WHEREAS, OMNITRANS will comply with the requirements of the Affordable Housing and Sustainable Communities Program transportation requirements as outlined in the grant application and agreement; and

WHEREAS, OMNITRANS commits to allocate a local match as agreed upon in the grant application; and

WHEREAS, OMNITRANS wishes to allow for grant amendments without its governing Board approval per recommendations made by the Affordable Housing and Sustainable Communities Program.

NOW, THEREFORE, BE IT RESOLVED by the Omnitrans Board of Directors that the fund recipient agrees to comply with all conditions and requirements set forth in the grant agreement, solicitation document and applicable statutes, regulations and guidelines for all Affordable Housing and Sustainable Communities Program funded transit projects through the Greenhouse Gas Reduction Fund (GGRF).

ADDITIONALLY, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to apply for and submit to the Department, the AHSC Program Application as detailed in the NOFA dated January 29, 2016, for the 2015-16 Fiscal Year in a total amount not to exceed \$2,221,109.00 consisting of \$1,494,506 for Sustainable Transportation Infrastructure and Program Grant of \$726,603. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed \$2,221,109, and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents").
2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.
3. The CEO/General Manager, P Scott Graham is authorized to execute in the name of Applicant the AHSC Program Application Package and the AHSC Program Documents as required by the Department for participation in the AHSC Program.

PASSED AND ADOPTED at an Omnitrans Board Meeting held on June 1, 2016.

CERTIFICATION

The undersigned duly qualified CEO/General Manager acting on behalf of Omnitrans certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Omnitrans Board of Directors held on this 1st day of June 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

P. Scott Graham, CEO/General Manager
Secretary, Omnitrans Board of Directors

The foregoing resolution is hereby approved this 1st day of June 2016.

Sam Spagnolo
Chair, Omnitrans Board of Directors

Approved as to form:

Carol Greene
Counsel for Omnitrans

Authorized Agent Signature Authority

AS THE _____ Chief Executive Officer/General Manager
(Chief Executive Officer / Director / President / Secretary)

OF _____ OMNITRANS
(Name of State Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named state organization, any actions necessary for the purpose of obtaining state financial assistance provided by the Affordable Housing and Sustainable Communities (AHSC) Program.

Donald Walker, Director of Finance, *OR*
(Name and Title of Authorized Agent)

Maurice Mansion, Treasury Manager, *OR*
(Name and Title of Authorized Agent)

Signed and approved this _____ *day of* _____, 20____

(Signature)

ITEM # E4

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

SUBJECT: AUTHORIZE RELEASE - RFP-HRS17-03, SECURITY SERVICES

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals RFP-HRS17-03, for the provision of Security Services beginning December 2016 for three base years and two single option years.

BACKGROUND

On February 5, 2014, Omnitrans' Board of Directors approved Contract SAS14-09 with General Security Services through June 30, 2019, for security services at its East Valley, West Valley, and I-Street facilities and along the sbX Green Line corridor, its stations and park and rides.

On June 1, 2015, the contract was amended to add security services at the San Bernardino Transit Center (SBTC) in the amount of \$369,365.52 for services through the base period ending June 30, 2016. Due to the additional costs to service the SBTC and the additional locations that may require security services during the next five years, a new solicitation is required. The new solicitation will include an option for the Redlands Rail.

To allow time for the solicitation process, Option Year One of the current contract was exercised in the amount approved by the Board, which will cover services to mid-February 2017. The new solicitation is scheduled for contract award in October 2016 with services commencing in early December 2016. With the start of the new contract, the current Contract SAS14-09 will be terminated for convenience.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for goods/services exceeding \$100,000. The Independent Cost Estimate for this project to maintain current levels of security services is \$6,361,891.10, including option years, plus \$590,912.70 for Redlands Rail.

FUNDING SOURCES

The cost associated with this procurement will be budgeted in the Human Resources & Safety Regulatory Compliance Department's Operating budget as follows:

Department Number 1630, 2110, 2600
Expenditure Code 503210

The cost for the option to provide security services for the Redlands Rail will be provided by SANBAG.

_____ Verification of Funding Source and Availability of Funds
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported - This procurement supports Omnitrans' Short Range Transit Plan (SRTP) for Fiscal Years 2015 – 2020 "Deliver safe, reliable, clean, frequent, convenient, comfortable and equitable services."

CONCLUSION

By proceeding with this solicitation, Omnitrans will have the ability to continue to promote a safe and secure environment for its passengers, employees, contractors, and visitors.

PSG:JMS:CVM

ITEM # E5

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE RELEASE – IFB-MNT17-08
WEST VALLEY HYDRAULIC VEHICLE LIFTS REPLACEMENT**

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT17-08 to replace six (6) Hydraulic Bus Lifts and one (1) Vehicle Lift at the West Valley location.

BACKGROUND

The project scope of work shall be a phased equipment replacement of six (6) hydraulic bus lifts and one (1) vehicle lift within the bus maintenance and repair building located at Omnitrans' West Valley facility. The lifts are obsolete and three (3) of the existing bus lifts have been shut down due to the need for major repairs. The new lifts will include updated technology and safety features, and will utilize bio-degradable, environmentally friendly hydraulic fluid.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$2,033,687.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the Operations Department's Capital Budget as follows:

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-90-Z008	2013	WV Hoist	D1340314F	\$695,283
Prop 1B	09/10-8-34C	2016	WV Hoist	D1740300B	\$931,666
STA	13-04-OMNB	2013	WV Hoist	D1340314S	\$173,821

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
STA	Prop 1B	2016	WV Hoist	TBD	\$ 232,917
Total					\$ 2,033,687

_____ Verification of Funding Sources and Availability of Funds.
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported – This procurement supports Omnitrans’ Short Range Transit Plan goal to expand, maintain and improve existing vehicles, facilities, and passenger amenities.

CONCLUSION

By proceeding with this solicitation, Omnitrans will have the ability to ensure the safety and proper maintenance of Omnitrans’ bus fleet.

PSG:JMS:KT

ITEM # E6

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

SUBJECT: AUTHORIZE RELEASE - RFP-MNT17-09, AUCTION SERVICES

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals RFP-MNT17-09, for the provision of auction services to facilitate the disposal of Omnitrans' equipment beginning September 2016 for three base years and two single option years.

BACKGROUND

Omnitrans may dispose of equipment after reaching the end of its useful life as defined by the Federal guidelines and the Fixed Asset Management Disposition section of Omnitrans' Procurement Policies & Procedures Manuals.

Omnitrans is required to seek the fair market value for equipment upon disposal. The use of competitive sales or auctions is the recognized method for determining fair market value and is required by Omnitrans' Procurement Policies & Procedures Manuals.

Currently, Omnitrans utilizes the services of an auction firm to dispose of its equipment. The contract expires August 31, 2016.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for goods/services exceeding \$100,000. The Independent Cost Estimate for this project anticipates \$110,000 in revenue over the five-year period.

FUNDING SOURCES

Short Range Transit Plan/Strategic Initiative Supported – N/A

CONCLUSION

By proceeding with this solicitation, Omnitrans will have the ability to ensure that it receives fair market value for its equipment upon disposal.

PSG:JMS:CVM

ITEM # E7

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE RELEASE - RFP-MNT17-10
TWENTY-SEVEN FUEL EFFICIENT MID-SIZE SEDANS**

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals RFP-MNT17-10 for the provision of Twenty-Seven Fuel Efficient Mid-size Sedans and the option for maintenance services.

BACKGROUND

Omnitrans' current Contract MNT12-07 for the lease of thirty non-revenue support vehicles expires April 2017. Omnitrans has an ongoing requirement to maintain a fleet of non-revenue vehicles. The fleet is used by coach operators to reach relief points for shift changes to maintain on-time bus service.

An analysis was conducted to determine the appropriate number of vehicles. With the opening of the San Bernardino Transit Center, the analysis concluded that twenty-seven vehicles were needed. In support of Omnitrans' fuel cost reduction measures, staff proposes the use of fuel-efficient vehicles. This solicitation allows for the purchase of twenty-seven vehicles; twelve electric and fifteen compressed natural gas (CNG), hybrid-technology or gasoline powered passenger cars. All vehicles shall conform to the Federal Transit Administration's (FTA) Buy America requirements.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for goods/services exceeding \$100,000. The Independent Cost Estimate for this project is \$1,010,000.

FUNDING SOURCES

The cost associated with this procurement is budgeted in Omnitrans' Capital Budget as follows:

FUNDING	GRANT	YEAR	PROJECT NAME	AMOUNT
FTA	CA-90-Z231	2015	Non-Revenue Vehicle	\$504,000
FTA	TBD	2016	Non-Revenue Vehicle	\$300,800
Prop1B	Prop1B	2015	Non-Revenue Vehicle	\$130,000
Prop1B	Prop1B	2016	Non-Revenue Vehicle	\$75,200
Total				\$1,010,000

_____ Verification of Funding Source and Availability of Funds
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported - This procurement supports Omnitrans' Strategic Initiative 1 – Fuel Cost Reduction.

CONCLUSION

By proceeding with this solicitation, Omnitrans will have the ability to replace its fleet of non-revenue vehicles upon lease expiration.

PSG:JMS:CVM

ITEM # E8

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Andres Ramirez, Program Manager

**SUBJECT: AUTHORIZE AWARD – CONTRACT IPMO17-06
GEOTECHNICAL AND MATERIALS TESTING SERVICES**

FORM MOTION

Authorize the CEO/General Manager to award Contract IPMO17-06 to LOR Geotechnical Group, Inc., of Riverside, CA, for the provision of geotechnical and material testing, inspection, observation, and reporting needed to meet applicable codes and regulations for the Pavement Rehabilitation of “E” Street From 300’ Northerly of 10th Street to Highland Avenue, in the amount of \$64,032, plus a ten percent contingency of \$6,403, and a 3.27% CAP in the amount of \$2,303, for a total not-to-exceed amount of \$72,738.

BACKGROUND

As a condition of performing the work associated with the Pavement Rehabilitation of “E” Street From 300’ Northerly of 10th Street to Highland Avenue Project, geotechnical and material testing, inspection, observation, and reporting is required.

On April 20, 2016, Omnitrans released Request for Qualifications RFQu-IPMO17-06. Notices were posted on Omnitrans’ online bidding system. Seven responses were received by the April 25, 2016, deadline and all were found to be responsive and responsible. Responses were then evaluated and scored in accordance with the evaluation criteria included in the RFQu. The results listed below and ranked from highest to lowest score.

	Experience Technical Competence & Past Performance	Professional Qualifications	Capacity	Location	Total
Weight Factor	45	25	20	10	100
LOR Geotechnical	42.75	22.50	18.00	9.00	92.25
Converse Consultants	38.25	22.50	18.00	9.50	88.25
Twining Consultants	38.25	20.63	18.00	9.75	86.63
Heider Inspection	36.00	18.75	18.00	8.50	81.25
AESCO	36.00	18.75	18.00	8.00	80.75
MTGL, Inc.	33.75	20.63	18.00	7.50	79.88
Smith-Emery	28.13	19.38	17.00	6.50	71.01

Negotiations were conducted and a Best and Final Offer was requested from the highest scoring firm. The proposal from LOR Geotechnical Group, a local firm, was found to be fair and reasonable. Therefore, staff recommends them for award.

This procurement meets the requirements of Omnitrans' Procurement Policies and Procedures.

FUNDING SOURCE

The cost associated with this procurement is budgeted as follows:

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
LTF	S-1407-28	2014	Geotechnical	X14101029L	\$72,738
Total					\$ 72,738

_____ Verification of Funding Sources and Availability of Funds.
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported – This procurement supports Omnitrans' Short Range Transit Plan goal to deliver safe, reliable, clean, frequent, convenient, comfortable and equitable service.

CONCLUSION

Approval of this item will allow Omnitrans to comply with the inspection and testing requirements of the project to allow the project to continue in accordance with the project schedule.

PSG:AR

Attachment



CONTRACT AGREEMENT

between

CONTRACTOR

LOR Geotechnical Group, Inc.
6121 Quail Valley Court
Riverside, CA 92507

(hereinafter "CONTRACTOR")
Telephone:
Fax:
Email:

And

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
(hereinafter "OMNITRANS")

CONTRACT DOCUMENTS

CONTRACT NO. IPMO17-06

**GEOTECHNICAL AND MATERIALS
TESTING SERVICES**

Contract Amount: \$ 64,032.00

Omnitrans Project Manager:

Name: Andres Ramirez
Title: Program Manager
Telephone: (909) 379-7288
Email: andres.ramirez@omnitrans.org

Contract Administrator:

Name: Krystal Turner
Title: Contract Administrator
Telephone: (909) 379-7202
Email: krystal.turner@omnitrans.org



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ATTACHMENTS:

ATTACHMENT A – SCOPE OF SERVICES

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PREVAILING WAGE RATES

This Agreement is made and entered into as of this 7th day of June, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and LOR Geotechnical Group, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through December 31, 2016, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
- 1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
 - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIRM FIXED PRICE basis and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Sixty Four Thousand Thirty Two Dollars (\$64,032.00), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable
Accountspayable@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage

resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Contract Administrator

To CONTRACTOR:

LOR Geotechnical Group, Inc.
6121 Quail Valley Court
Riverside, CA 92507
Attn: John Leuer, President

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Andres Ramirez

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
 2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
<u>to be submitted at a later date</u>	

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.
- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to

relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

Subcontractor's Name and Address	Work to Be Performed
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) General Requirements for Contractor

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;

- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) Other Insurance Provisions

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) Acceptability of Insurers

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

5) Verification of Coverage

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. MINIMUM INSURANCE COVERAGE

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☒ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- 4) ☒ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*
- 10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be

the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or

retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

28. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings

and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

- A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.
- B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFQu-IPMO17-06 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated April 25, 2016.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

CONTRACTOR

P. SCOTT GRAHAM
CEO/General Manager

John P. Leuer, GE
President

DATE

DATE

Federal Tax I.D. No. 33-0382851

DP_____

CM_____

ATTACHMENT A – SCOPE OF SERVICES
IPMO17-06
GEOTECHNICAL AND MATERIALS TESTING SERVICES

1. Introduction

Omnitrans is seeking the services of a qualified firm to provide geotechnical and materials testing, inspection, observation, and reporting needed to meet applicable codes and regulations for the rehabilitation project of a portion of road on “E” Street between 10th Street and Highland Avenue in the City of San Bernardino.

2. Background

Omnitrans, a Joint Powers Authority, has entered into a contract agreement for the rehabilitation of a portion of road on “E” Street between 10th Street and Highland Avenue in the City of San Bernardino, California and is to span from approximately 300 feet North of 10th Street to Highland Avenue. As a component of the modifications, there is a requirement to provide geotechnical testing and inspection services. Some of these services have already been provided and are not to be duplicated without prior approval.

3. Scope of Services

- a. The scope of services for this project include the remaining geotechnical testing, inspection, observation, and reporting needed to meet applicable codes and regulations. Consultant will provide materials testing services for the project, such as installation of various size water services, reconstruction of existing concrete culverts, cement treatment of subgrade, fine grading operations, ramps, curb and gutter, spandrels, approaches, driveways, sidewalk, Portland cement concrete pavement (PCCP) bus pads, aggregate base placement, grind and overlay of existing asphalt concrete (AC), full depth reconstruction of pavement sections, signage and stripping, and other miscellaneous appurtenances.
- b. The Consultant will be required to provide trained and experienced personnel available for assignment to this project. Consultant will provide qualified geotechnical and material testing personnel on an as needed basis within 24-hours of being noticed.
- c. Consultant shall be familiar with the industry standards of practice for the preparation of geotechnical reports and various soils tests. The selected Consultant must be under the responsible charge of a person registered as a geotechnical engineer in the state of California.

4. General Activities – Consultant shall:

- a. Communicate and coordinate with Omnitrans’ Project Manager on a regular basis including attending meetings pertinent to this scope of services.
- b. Perform project site reconnaissance.
- c. Review existing geotechnical maps, reports, or other related documents

- d. Prepare and maintain records of soils tests completed, daily reports (when on-site), and field notes.
5. Field/lab Activities – Consultant shall provide the following as-needed geotechnical and material testing related services for this project:
 - a. Utility Trench Excavations
 - b. Concrete placement and batch plant
 - c. Epoxy dowel testing
 - d. Cement treated compaction, application, and cracking
 - e. Asphalt placement and batch plant
 - f. Anchor Load Testing
 - g. Proctor Density (Soil & Aggregates)
 - h. Rock Correction
 - i. Sand Equivalent
 - j. Sieve Analysis
 - k. Concrete Compaction
 - l. Extraction, Including Gradation
 - m. Asphalt Maximum Density
 - n. Noise and Vibration Testing
6. All in-place/laboratory tests, sampling, and reports shall be performed and prepared in accordance with other applicable agency procedures, policies, regulations, requirements, and formats.
7. Consultant shall maintain a deficiency list of all items not corrected and shall re-inspect the area after the deficiency has been corrected. The list shall include:
 - a. Description of the deficiency
 - b. Date and time the deficiency was observed
 - c. Who was notified
 - d. Date of re-inspection
 - e. Description of the corrective action taken
8. Upon completion of the Consultant's scope of services for the project, the Consultant shall submit a final signed report stating whether the work tested and inspected conforms to the contract documents.
9. Optional geotechnical and material testing services:
 - a. Perform subsurface exploration and analysis, including in-place moisture and density tests, laboratory maximum density and optimum tests, sieve analysis, R-value determination, direct shear tests, consolidation or collapse tests, soils electrical resistivity tests, and other related tests.

- b. Provide geotechnical evaluation and recommendation on, including but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, pavement design, trench backfill, environmental concerns, removal of unsuitable materials, etc.
- c. Investigate existing conditions where street improvements are proposed accompanied by pavement coring and soil borings and sampling. Pavement corings and soil samples in sufficient quantities shall be taken and tested to determine R values and structural pavement sections to be considered for the project. The Consultant shall record the pavement and base thicknesses of each coring and record in-situ soil type, weight, moisture content, relative compaction, etc., at a minimum 2-foot (2') depth, or as recommended by the Geotechnical Engineer supervising investigation. Boring logs shall be prepared and presented in a report along with all test results and recommendations for project. Consideration for the effect of any overlay recommendations upon the existing profile, cross section and or drainage shall be addressed.
- d. Prepare field and final geotechnical reports and logs of exploratory borings and results of laboratory testing.
- e. Prepare scale plans showing locations and identifications of the borings and other required geotechnical information.

End Scope of Services

ATTACHMENT B

REGULATORY REQUIREMENTS

**THESE REGULATORY REQUIREMENTS APPLY TO THE
FOLLOWING CONTRACTS**

ITEM #E8	CONTRACT IPMO 17-06, GEOTECHNICAL AND MATERIALS TESTING SERVICES
ITEM #F6	CONTRACT MNT16-100, BRAKE SHOE RELINING SERVICES

Attachment B

REGULATORY REQUIREMENT

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REGULATORY REQUIREMENTS

*** Marks Required Subcontract Provisions that must flow down to all subcontracts as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein.**

RR-01

ADMINISTRATIVE CODE *

A. Applicability

This Article applies to all contracts.

B. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Omnitrans to have any financial interest in the Contract;
2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Omnitrans;
3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Omnitrans has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Omnitrans.

C. Campaign Contributions

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Omnitrans Board of Directors in violation of the California Government Code §§84300 et seq., or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

RR-02
DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

- B.** In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-03
WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.

- B.** Contractor shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the t. seq.

RR-04
PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

- B.** Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Omnitrans business, including all information and documents submitted by Contractor ("Records"), shall become the exclusive property of Omnitrans and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Omnitrans use and disclosure of its records are governed by this Act. Omnitrans will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to Omnitrans. Omnitrans will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
- C.** In the event of litigation concerning the disclosure of any Records, Omnitrans sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a

court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Omnitrans harmless from all costs and expenses including attorney's fees in connection with any such action.

RR-05

ACCESS TO RECORDS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor agrees to provide Omnitrans, the FTA Administrator, the Comptroller General of the United States or 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 audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to 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 at 49 U.S.C. 5307, 5309 or 5311.
- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Omnitrans, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. Contractor shall 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 Contractor agrees to maintain same until Omnitrans, 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.

RR-06

FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES*

A. Applicability

This Article applies to all federally funded contracts.

- B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions

required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised March 18, 2013 (including any changes), and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Omnitrans requests which would cause Omnitrans to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between Omnitrans and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

- C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Omnitrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract collectively “Federal Requirements”. These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-07

ENERGY CONSERVATION REQUIREMENTS

- A. **Applicability**

This Article applies to all federally funded contracts.

- B. Contractor shall 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 42 USC §6321 et seq.

RR-08

CIVIL RIGHTS REQUIREMENTS *

- A. **Applicability**

This Article applies to all federally funded contracts.

- B. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 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 law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national

origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity

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

RR-09**NO GOVERNMENT OBLIGATION TO THIRD PARTIES *****A. Applicability**

This Article applies to all federally funded contracts.

- B. Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award 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 Omnitrans, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

RR-10**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS *****A. Applicability**

This Article applies to all federally funded contracts.

- B. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to this Contract. Upon execution of this Contract, 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 this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, 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 Contractor to the extent the Federal Government deems appropriate.
- C. Contractor also acknowledges that this Contract is 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 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

- D. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

RR-11

SUSPENSION AND DEBARMENT*

A. Applicability

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

- B. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

- C. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. This certification is a material representation of fact relied upon by Omnitrans. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Omnitrans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

RR-12

RECYCLED PRODUCTS

A. Applicability

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

- B. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.
- C. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

RR-13

CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. Applicability

This Article applies to all federally funded contracts over \$100,000.

B. CLEAN WATER REQUIREMENTS

Contractor shall 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., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

C. CLEAN AIR

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

- C. Contractor shall include this Article in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RR-14

COMPLIANCE WITH FEDERAL LOBBYING POLICY *

A. Applicability

The following Article applies to federally funded contracts over \$100,000.

- B. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that 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," attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify 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 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 shall be forwarded from tier to tier up to Omnitrans.

RR-15

BUY AMERICA *

A. Applicability

The following Article applies to federally funded rolling stock purchase and construction contracts over \$100,000 and to contracts over \$100,000 for materials & supplies for steel, iron, or manufactured products.

- B. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Omnitrans may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

- C. FTA requires a Buy America certification to be submitted with the proposal, or the proposal shall be considered non-responsive.

RR-16

CARGO PREFERENCE*

A. Applicability

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

B. USE OF UNITED STATES FLAG VESSELS

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or

commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Omnitrans (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

RR-17

FLY AMERICA

A. Applicability

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

- B. 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 sub recipients 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. 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. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RR-18

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *

A. Applicability

This Article applies to federally funded construction contracts over \$2,000 (including ferry vessels), rolling stock purchases over \$2,500 and to operations/management contracts over \$2,500 (except transportation services)

- B. Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:
1. **Overtime requirements** – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the Article set forth in paragraph (1) of this Article Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Article, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.
 3. **Withholding for unpaid wages and liquidated damages** – Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.
 4. **Subcontracts** – Contractor or Subcontractor shall insert this Article in any Subcontracts and also an Article requiring the Subcontractors to include this Article in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with this Article.
 5. **Payrolls and basic records** – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Omnitrans and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract

for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

RR-19

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Disadvantaged Business Enterprises

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 8.4%.
- B. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Omnitrans deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- C. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid concurrent with and accompanying an initial proposal prior to award:
 - 1. The names and addresses of DBE firms that will participate in this contract;
 - 2. A description of the work each DBE will perform;
 - 3. The dollar amount of the participation of each DBE firm participating;
 - 4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 - 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 - 6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness with initial proposals prior to contract award] (*see* 49 CFR 26.53(3)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- D. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's receipt of payment for that work from the Omnitrans. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to his contract is satisfactorily completed.
- E. Contractor must promptly notify Omnitrans whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Omnitrans.

RR-20

ADA ACCESS

A. Applicability

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

B. Access Requirements for Persons with Disabilities

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons 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;
2. 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;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;
4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and

5. 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. ATBCB)/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) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
 - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
 - (11) Any implementing requirements FTA may issue.

RR-21

ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM *

A. Applicability

This Article applies to federally funded contracts for transit operations.

B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations

Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all “contractors” that have “covered employees” that perform “safety sensitive functions” as those terms are defined in the regulations.

C. Certificate of Compliance

The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

D. Drug and Alcohol Testing Program

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or Omnitrans, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor shall annually certify its compliance with Parts 653 and 65. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

E. Alcohol and Drug Free Workplace Program

In addition to the above, for Work performed on Omnitrans property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at <http://transit-safety.fta.dot.gov/DrugAndAlcohol/default.asp>

RR-22

TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS *

A. Applicability

Subject to the limitations in Sections B, C, and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

B. General Transit Employee Protective Requirements

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (“U. S. DOL”) guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply

with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

E. Indemnity

Contractor shall defend, indemnify and hold harmless Omnitrans, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

RR-23

BONDING REQUIREMENTS

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to ten (10) percent of the bid price. The "bid guarantees" shall consist of a firm commitment and may be in any of the following forms: (a) cash; (b) cashier's check payment to Omnitrans; (c) a certified check payable to the city; or (d) a bidder's bond executed by an admitted surety insurer. Such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

RR-24

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or

repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the Classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice,

trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Omnitrans may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Omnitrans for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without

rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate

specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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PRIVACY ACT - 5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

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:

- (1) 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.
- (2) 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.

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TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- a. **Termination for Convenience (General Provision)** Omnitrans may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Omnitrans to be paid the Contractor. If the Contractor has any property in its possession belonging to the Omnitrans, the Contractor will account for the same, and dispose of it in the manner the Omnitrans directs.
- b. **Opportunity to Cure (General Provision)** Omnitrans 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 Omnitrans' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Omnitrans setting forth the nature of said breach or default, Omnitrans 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 Omnitrans from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- c. **Waiver of Remedies for any Breach** In the event that Omnitrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Omnitrans shall not limit Omnitrans remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- d. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Omnitrans may terminate this contract for default. Omnitrans shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Omnitrans may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Omnitrans resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Omnitrans in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The

judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Omnitrans.

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SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

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 Omnitrans. 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 Omnitrans Construction Manager. 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 Omnitrans Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Omnitrans, 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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Omnitrans 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 Omnitrans 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 Omnitrans, 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.

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VETERANS PREFERENCE

Veterans Employment. Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

END OF REGULATORY REQUIREMENTS

ATTACHMENT “C”

PREVAILING WAGE RATES

IPMO17-06

**GEOTECHNICAL AND
MATERIALS TESTING
SERVICES**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

DETERMINATION: SC-23-63-2-2016-1D

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$40.73	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$65.72	\$86.085	\$86.085	\$106.45
Group 2	\$42.51	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$67.50	\$88.755	\$88.755	\$110.01
Group 3	\$44.51	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.50	\$91.755	\$91.755	\$114.01

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TTRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS:

GROUP I

Field Soils and Materials Tester
Field Asphaltic Concrete (Soils and Materials Tester)
Field Earthwork (Grading Excavation and Filling)
Roof Inspector
Water Proofer

GROUP II

AWS-CWI Welding Inspector
Building / Construction Inspector
Licensed Grading Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete
Post-Tension Concrete
Structural Steel and Welding Inspector
Glue-Lam and truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete batch Plant
Spray-Applied Fireproofing
Structural masonry

Group III

Nondestructive Testing (NDT)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SPECIAL SHIFT)

DETERMINATION: SC-23-63-2-2016-1D1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$41.23	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$66.22	\$86.835	\$86.835	\$107.45
Group 2	\$43.01	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.00	\$89.505	\$89.505	\$111.01
Group 3	\$45.01	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$70.00	\$92.505	\$92.505	\$115.01

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS:

GROUP I

Field Soils and Materials Tester
Field Asphaltic Concrete (Soils and Materials Tester)
Field Earthwork (Grading Excavation and Filling)
Roof Inspector
Water Proofer

GROUP II

AWS-CWI Welding Inspector
Building / Construction Inspector
Licensed Grading Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete
Post-Tension Concrete
Structural Steel and Welding Inspector
Glue-Lam and truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete batch Plant
Spray-Applied Fireproofing
Structural masonry

Group III

Nondestructive Testing (NDT)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (MULTI-SHIFT)

DETERMINATION: SC-23-63-2-2016-1D2

Issue Date: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours (d)	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$41.73	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$66.72	\$87.585	\$87.585	\$108.45
Group 2	\$43.51	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.50	\$90.255	\$90.255	\$112.01
Group 3	\$45.51	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$70.50	\$93.255	\$93.255	\$116.01

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^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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Water Proofer

GROUP II

AWS-CWI Welding Inspector
Building / Construction Inspector
Licensed Grading Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete
Post-Tension Concrete
Structural Steel and Welding Inspector
Glue-Lam and truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete batch Plant
Spray-Applied Fireproofing
Structural masonry

Group III

Nondestructive Testing (NDT)

Other
Wednesday, February 24, 2016

ITEM #E9

The Big Bear Grizzly

Mountain Transit approves Victor Valley discount

By Jonathan Riley Reporter, Feb 24, 2016



Photo courtesy of Omnitrans

Mountain Transit passengers can now get a dollar discount when transferring to Victor Valley Transit Authority bus routes, although the only place to transfer is the new San Bernardino Transit Center, shown here.



Photo courtesy of Omnitrans

The new San Bernardino Transit Center, where Mountain Transit passengers can now transfer to Victor Valley Transit Authority buses at a discounted rate, was completed last summer.

It's a long trip, but if you want to ride the bus from Big Bear to Victorville, the price just got cheaper.

Mountain Area Regional Transit Authority's board of directors unanimously approved an agreement Feb. 16 with Victor Valley Transit Authority that will give a \$1 discount to passengers transferring between the two bus systems. It's similar to the previously existing agreement between Mountain Transit and Omnitrans, which was also renewed Feb. 16.

Unlike its connection to Omnitrans though, Mountain Transit doesn't connect with VVTA's main service area. If Mountain Transit riders want to get their dollar discount, they'll have to transfer in San Bernardino. The only place where both systems meet is at the new San Bernardino Transit Center, where VVTA's "B-V Link" route has a stop.

Sun
Sunday, March 06, 2016

THE SUN

Hit and Run

Suspected drunk driver flees San Bernardino police, leaves children behind at crash scene

By Nereida Moreno, Inland Valley Daily Bulletin

POSTED: 03/06/16, 4:59 PM PST

SAN BERNARDINO >> A man suspected of driving under the influence fled from police Sunday afternoon after crashing into another vehicle, according to preliminary reports.

The man, who was not identified, left his two children at the scene of the crash before fleeing on foot, said San Bernardino police Sgt. Vicki Cervantes.

Authorities responded to a three-vehicle traffic collision near University and Hallmark Parkways shortly before 4:30 p.m. The driver of a green compact car crashed into vehicle, which then crashed into an Omni-Trans bus.

No injuries were reported, but the man's two children were transported to the hospital as a precaution, police said.

Redlands Daily Facts

TRANSPORTATION

Progress continues on Redlands Passenger Rail Project

By Sandra Emerson, Redlands Daily Facts
Posted: 03/07/16

REDLANDS>> Progress continues on the Redlands Passenger Rail Project.

The San Bernardino Associated Governments board of directors on Wednesday voted to seek proposals for construction management services for the project, which is currently in the design phase.

The project proposes to extend rail service nine miles from downtown San Bernardino to the University of Redlands. Construction is expected to start in late 2017, with operations in mid-2020.

SanBAG will be working on relocating utility lines along the rail line prior to construction, Michelle Adams, of SanBAG's office of Legislative & Public Affairs, said by phone Tuesday.

"So, people may think it's construction on the project happening right away. It's actually early utility relocation. We work with Southern California Edison and SoCal Gas to make sure we're moving all the necessary utilities prior to construction," she said.

SanBAG has hired Thomas Communications Group to assist with public outreach in Redlands and San Bernardino, which includes alerting residents of the utility relocation work.

"Once we get the timeline for the utility relocation they will be going out into the community and providing notices for when that construction is going to happen, what people can anticipate seeing and making sure that people receive alerts for any sort of impact that may occur," she said.

SanBAG is also in the process of developing a brand for the rail service, which will not be officially titled the Redlands Passenger Rail Project, since that is the name of the project itself.

"We will be working with the city of San Bernardino, city of Redlands and the community groups within both cities to help develop a regionally significant name, logo and tagline for the actual service that will run along the alignment," Adams said.

SanBAG will be updating the Redlands and San Bernardino City Councils on the project this month, she said.

Redlands Mayor Pro Tem Jon Harrison has been updating the public on the project during City Council meetings.

"They're continuing to push keeping to the schedule for that project so they can be operational by sometime in 2020," Harrison said Tuesday.

There are four stations planned: Waterman Avenue; New York Street near Esri (at Esri's expense); downtown Redlands; and the University of Redlands.

The Redlands rail will connect to the new San Bernardino Transit Center, which is Omnitrans' East Valley hub. SanBAG has recommended that Omnitrans take over operation of the Redlands rail.

SanBAG employees have been meeting with community groups to discuss the project, including Redlands Unified School District and University of Redlands officials, Adams said.

The design includes the stations and grade crossings, Adams said.

All of the 26 crossings along the line are within quiet zones, approved by the Redlands and San Bernardino City Councils, and will require increased safety features.

Thomas Communications will be helping SanBAG establish a rail safety campaign to inform the public of the incoming rail service.

"We're in the process of putting together the plan for how we're going to basically get out to everybody and once that plan is developed, then we'll move forward with the actual campaign," Adams said. "We will start that probably concurrent with construction, so mid to late 2017."

The project's estimated costs are about \$250 million, but costs to purchase Diesel Multiple Units and construction costs are still estimates, Adams said.

Vehicle procurement is expected to start this year, she said.

The project is heavily supported by the Measure I half-cent sales tax, originally approved by voters in 1989 and renewed in 2004.

For more information on the project visit www.redlandsrailproject.org

Highland Community News

Redlands Passenger Rail Project Gains Momentum

Map of the Redlands Passenger Rail Project



Rail to Redlands

Posted: Friday, March 11, 2016 10:05 am

By SANBAG

The San Bernardino Associated Governments (SANBAG) is pleased to announce that the Redlands Passenger Rail Project is now in Final Design. As we near the end of this phase of the Project, our engineers are putting the final touches on the rail footprint, as well as the design for each of the five station locations that include the San Bernardino Transit Center, Waterman Avenue, New York Street (ESRI), Downtown Redlands and the University of Redlands.

The Project is expected to drive and support the growth of the local economy while attracting and retaining businesses and employers. As part of its community outreach and education efforts, SANBAG recently launched a website dedicated to the Project – RedlandsRailProject.org. The site serves to deliver up-to-date information about the Project. In addition to providing answers to many of the common questions received by SANBAG, visitors are able to download the most current project information sheet and see a map of the planned route (see below). The website and project information sheet are available in English and Spanish.

According to Ryan McEachron, SANBAG Board President, "We have enlisted three of the most capable contractors to guide the Redlands Passenger Rail Project through the year 2020 when service is scheduled to begin. HDR, Inc., who SANBAG worked with during the Environmental phase, will complete the design of the rail footprint; Rail Pros, Inc. will serve as the project management firm, and Thomas Communications Group, LLC is tasked with community outreach and education. Last year we were focused on the environmental phase and now we turn our attention to making the Redlands Passenger Rail Project a reality. It's been exciting to see the overwhelming support of the community and feel the enthusiasm from those who are excited about the future of our region."

We encourage you to visit the Project website to find the latest project information or send us any questions that you may have about the project. SANBAG is committed to keeping our communities informed with up-to-date accurate information.

Progress, Growth and Mobility

The Redlands Passenger Rail Project is being developed to address a regional transportation need. The new passenger rail service will create a safe, reliable, and cost-effective travel alternative for the communities along and beyond the corridor including San Bernardino, Loma Linda, Redlands, and surrounding areas. As our communities experience growth it is important that SANBAG look to provide residents, commuters, and visitors with mobility options.

The passenger rail service will allow people to connect with other modes of transportation including Omnitrans, sbX, Metrolink, and other regional transportation alternatives. With the launch of the new service, residents who want to travel to Los Angeles, Orange County and San Diego will be able to connect to Metrolink service at the new San Bernardino Transit Center.

The Record Gazette



Pass Transit services to expand into Calimesa

by Julie Farren, Thursday, March 3, 2016

Pass Transit is looking to add a route to expand service from Beaumont into Calimesa, which will benefit middle school students, seniors and shoppers.

The Beaumont City Council unanimously approved the agreement Tuesday night.

Beaumont city management analyst Celina Cabrera gave a report to the city council on the request to expand Pass Transit service into Calimesa.

Last month, the city of Calimesa and Riverside Transit Agency approached the city of Beaumont to request expanding Beaumont Pass Transit services in the Calimesa area.

The current Route 120 stops in Calimesa and offers service to Beaumont, San Bernardino and Loma Linda, including the Metrolink station in San Bernardino and the VA Hospital in Loma Linda.

The request for additional transit services includes one fixed route, with complimentary Dial-A-Ride services.

The new route will include connections to and from the current Beaumont Commuter Route 120 and Omnitrans, transportation of youth to and from Mesa View Middle School to various locations in Calimesa; transporting of seniors to and from the Calimesa Senior Center, and transporting passengers to shopping centers in and around Calimesa.

Cabrera said there would be a general route, and a morning/afternoon alternate.

The alternate route will occur only from Monday through Friday during the normal school year. The bus schedule will not change on minimum or early release days and the alternate afternoon route will not run on these days, either. Each general loop will take an hour and the bus will do approximately nine loops a day.

Cabrera said that the alternate route cannot go down Sandalwood so the students will have to be dropped off by Jack-in-the-Box on Seventh Street.

The general route will run from 8 a.m. to 5 p.m. and begin and end at Calimesa City Hall.

Councilmember Mark Orozco said that if the students are not dropped off at the school but rather in front of Jack-in-the-Box, is there a crosswalk there for them?

Cabrera said that a stop sign would be proposed to the city of Calimesa.

Mayor Pro-tem Lloyd White recommended that a bus stop be installed instead on Sandalwood.

Mayor Mike Lara asked Gibbs about the increased mileage on buses due to the extended service.

Gibbs said it will take a toll on the current fleet. As the buses run out of miles, Gibbs said that she asks Riverside County Transportation Commission for two to three new buses ahead of time.

Lara also wanted to make sure that city staff time was not going to be used to construct bus stop signs for the city of Calimesa.

Gibbs said that 100 percent of the funds will come from RCTC. The city also applies for grants.

Now that Beaumont has approved the agreement, it was scheduled to go before the Transportation Now board on Thursday, March 3, and the city of Calimesa on Monday, March 7.

RCTC will have the ultimate say, Gibbs said. White said he believes the new services will benefit Beaumont students, who attend classes at Mesa View Middle School.

Other
Tuesday, March 15, 2016

Progressive RAILROADING

Rail News: Passenger Rail

Redlands passenger-rail project advances to final design

The [San Bernardino Associated Governments](#) (SANBAG) announced late last week that the [Redlands passenger-rail project](#) has entered final design.

During the design phase, the agency's engineers will put final touches on the rail footprint and design for each of the line's five station locations, SANBAG officials said in a press release.

The 9-mile route will run from downtown San Bernardino, Calif., to the University of Redlands in Redlands, Calif. The service will allow riders to connect with other modes of transportation, including San Bernardino County Public Transit (Omnitrans), [Metrolink](#) and other regional transit alternatives.

With the launch the new service, passengers who want to travel to Los Angeles, Orange County and San Diego will be able to connect to Metrolink service at the new San Bernardino Transit Center, SANBAG officials said.

"Last year we were focused on the environmental phase and now we turn our attention to making the Redlands passenger-rail project a reality," said SANBAG Board President Ryan McEachron.

The project is expected to support the local economy, SANBAG officials said.

Map of the Redlands Passenger Rail Project



Source: San Bernardino Associated Governments

Other

Thursday, March 31, 2016

San Gabriel Valley Tribune
March 31, 2016

Metrolink wants to turn your smartphone into a ticket

By Steve Scauzillo, *San Gabriel Valley Tribune*

POSTED: 03/31/16, 9:26 PM PDT |

For the first time since 1991, Metrolink passengers no longer have to buy tickets on station platforms.

The commuter-rail agency Thursday launched a mobile ticketing app that enables passengers to buy and store tickets on their smartphones, tablets or other devices.

"It will display on your phone. When you purchase your ticket it will give you a digital ticket. When the conductor comes through the train you just hold up your mobile device and the conductor will scan it," explained Scott Johnson, Metrolink spokesman.

As of Thursday afternoon, Metrolink's app had been downloaded 9,000 times and 4,700 tickets were purchased, he said.

"We expect that number to grow now that it is available across all seven of our lines," Johnson said.

Johnson called the move "way overdue" and more in line with other transit agencies and airlines.

The app allows for the purchase of one-way and round-trip tickets, as well as 7-Day and Weekend Day passes. A single device can hold several tickets. Each ticket must be activated for every member of the party.

The paperless ticket system is not available for riders connecting to Metro Rail, nor for those commuters using the Corporate QuickCard or for those taking part in the Rail 2 Rail program with Amtrak, he said. These passengers must continue to use the paper tickets from Metrolink's vending machines in order to make those transit connections. The system is accepted on Metro buses.

Johnson said Metrolink hopes to complete the mobile ticket option for all riders sometime this fall, when bar code readers will be installed at Metro Rail subway and light-rail gates. Then, a Metrolink passenger could transfer to rail by scanning their phone ticket on a reader affixed to the station. Metrolink is working with Amtrak to allow conductors to read the paperless ticket.

The commuter rail's mobile ticketing app is free and can be downloaded through Google Play and the Apple App Store by searching for "Metrolink."

Metrolink is a heavy-rail commuter line run with locomotives and train cars. It runs seven routes through a six-county area. Most go to and from L.A.'s Union Station from the Antelope Valley, Riverside, San Bernardino, Ventura and Orange County.

Los Angeles Times

Sunday, April 03, 2016

LA Times
April 3, 2016

Metrolink aims to rebuild ridership with new scheduling on the San Bernardino Line and digital ticketing



Metrolink's San Bernardino Line snakes its way along the 10 Freeway in Alhambra. The agency is adding two trains to the line during rush hour and eliminating express service. (Irfan Khan / Los Angeles Times)

Dan Weikel, Reporter

In an ongoing effort to bolster customer service, the [Metrolink](#) commuter railroad has made mobile ticketing apps available throughout its system and plans major schedule changes on Monday to reduce problems for users of the San Bernardino Line.

The digital ticketing and scheduling adjustments to one of Metrolink's most heavily traveled routes is part of a broad attempt to add amenities for passengers, reduce delays, improve safety and rebuild ridership.

"You need reliable, convenient service. Otherwise people just won't use us," said Art Leahy, Metrolink's chief executive officer who has vowed to help turn around the 512-mile system that serves six Southern California counties.

Metrolink officials say the San Bernardino Line, which runs from Los Angeles Union Station to San Bernardino, will continue to have 38 weekday trains. However, the new schedule will eliminate express service and add two trains during the morning and evening rush hours.

It is expected that the changes will reduce overcrowding on passenger cars, provide riders more options at peak travel times and improve on-time performance.

"I like the new schedule," said Gerry Salas of West Covina, who commutes on the San Bernardino Line. "The crowding was terrible, and under the old schedule, if I missed the 5 p.m. train, I'd have to wait an hour for the next one. Now there will be more options at night."

The changes are the result of a comprehensive review of the route's reliability and travel patterns. A customer survey conducted by Metrolink in mid-February found that more than 60% of riders supported removing the express train and adding service during peak travel times.

LA Times

April 3, 2016

Last year, the number of delayed Metrolink trains surged from 2,382 in 2014 to 4,395 — many were on the San Bernardino Line. The delays were caused by a variety of problems, including conflicts with freight trains, breakdowns of locomotives and glitches in the railroad's new positive train control system, which can automatically stop trains in an emergency.



Delays surged last year as Metrolink broke in a new system to prevent accidents

The situation was made worse for passengers in October when a train was removed from the schedule's peak hour, leading to overcrowded rail cars. The problems triggered an estimated 2,000 complaints.

"We're tightening up the schedule and offering better peak hour service. The single express train that has caused some delays will be turned into a non-express train," Leahy said. "There will be all around better service for everyone out there."

Metrolink also will make minor schedule changes on the Ventura County Line from East Ventura to L.A. and the 91 Line from downtown Riverside to Union Station via Anaheim.

Starting Monday on the Ventura line, Train 155 will leave Union Station at 3:15 p.m. and arrive in Chatsworth at 4:05 p.m. Train 115 will depart from Union Station at 3:35 p.m. and reach Moorpark at 4:47 p.m.

To avoid conflicts with [Amtrak](#) on the 91 Line, Train 707 will operate five minutes later and depart downtown Riverside at 6:07 p.m. and arrive at Union Station at 7:45 p.m.

In another customer relations move, Metrolink expanded the use of mobile ticketing apps last week to all its routes. The app gives riders the option of buying tickets on their smartphones, tablets and laptops.

Mobile ticketing began in early March on the Inland Empire-Orange County Line. Since then, the app has been downloaded more than 7,000 times, and users have bought more than 4,700 tickets, or about 13% of all tickets sold on the route.

The app, which is available for free in the Google Play and Apple App stores, allows riders to connect to participating transit bus systems at no extra cost.

Riders who transfer to Metro Rail, Corporate QuickCard users and Metrolink riders participating in the Rail2Rail program with Amtrak should continue to buy paper tickets from Metrolink's vending machines.

Railroad officials say they will introduce more improvements in the future to make mobile ticketing available to those customers.

Fontana Herald News

Tuesday, April 05, 2016

Fontana Herald News
April 5 2016

Omnitrans proposes new bus rapid transit line for Fontana and other cities; public meetings are planned



Bus service

Omnitrans, which provides bus service in San Bernardino County, is proposing a new rapid transit line which would serve residents of Fontana and other cities in the West End.

Posted: Tuesday, April 5, 2016 4:16 pm

Omnitrans will be holding a series of public meetings this month to gather public feedback on proposals for additional freeway express service in 2016-2017 and the future West Valley Connector bus rapid transit (BRT) line.

WEST VALLEY CONNECTOR BRT

Similar to the sbX green line BRT launched in San Bernardino and Loma Linda in 2014, the West Valley Connector would offer weekday service every 10 to 15 minutes, stations spaced at one mile to a half mile apart, transit signal priority, and enhanced stations with benches, trash cans, lighting, real time bus arrival signs, security cameras and emergency phones.

The proposed 25-mile long line would travel through Fontana, Rancho Cucamonga, Ontario, Montclair and Pomona, connecting major activity centers such as Kaiser Permanente Fontana Medical Center, Victoria Gardens, Ontario Mills, Citizens Business Bank Arena, Ontario Convention Center, Ontario Airport and multiple Metrolink commuter rail stations.

The project site is generally located along Holt Boulevard/Avenue and Foothill Boulevard.

The environmental document, preliminary engineering and final design for the West Valley Connector are anticipated to be completed by 2017. Following completion of final design, construction and purchase of buses are anticipated to be completed by 2019.

A public meeting to discuss the West Valley Connector will be held on Tuesday, April 19 from 4 to 7 p.m. at the Fontana Woman's Club, 16880 Seville Avenue in Fontana.

Also, another local public meeting is scheduled for Saturday, April 16 from 9 a.m. to 2 p.m. at the Terra Vista Farmer's Market, 10808 E. Foothill Boulevard in Rancho Cucamonga.

FREEWAY EXPRESS

Omnitrans is proposing a new weekday-only, peak-hour freeway express bus route to serve Yucaipa, Redlands, and San Bernardino via Interstate 10 beginning in January of 2017.

The transit agency also proposes increasing the service span and frequency on the Route 290 freeway express launched last year, which connects San Bernardino, Arrowhead Regional Medical Center in Colton, Ontario Mills and the Montclair Transit Center via Interstates 215 and 10.

If approved, Route 290 would provide additional early morning and mid-day trips beginning in September of 2016.

Public comments regarding these proposals also may be submitted by mail to Omnitrans, 1700 West Fifth Street, San Bernardino, CA 92411, by phone at (909) 379-7250, or email at tembi.tovar@omnitrans.org. The deadline for comments on freeway express proposals is Friday, April 29; the West Valley Connector comment deadline is Saturday, April 23.

For more information, visit www.omnitrans.org.

Other

Wednesday, April 06, 2016

Inland Empire News Examiner
April 6, 2016

Lovingood votes in favor of giving power of eminent domain to Omnitrans

Sharon Gilbert
Inland Empire News Examiner

On a 3-2 vote by the San Bernardino County Board of Supervisors, First District Supervisor Robert Lovingood joined Second District Supervisor Janice Rutherford and Fifth District Supervisor Josie Gonzales to give its transportation entity known as Omnitrans the ability to implement eminent domain proceedings against county landowners. Supervisors James Ramos and Curt Hagman voted against the board item.

Eminent domain is the power of government to take private land from citizens against their will for public use for compensation. The amount of compensation often falls short of what landowners believe the land is worth. If there are dwellings on the property, the government can forcibly evict the landowners and bulldoze their homes.

Omnitrans is a public transit agency providing bus service to the valley section of San Bernardino County. Omnitrans was created in 1976 by a joint powers agreement between the county of San Bernardino and the cities in the valley region of the county. It has been amended several times to include new cities as they incorporate and now includes Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa.

Today's action also gave Omnitrans the ability to levy a fee, assessment, or tax with voter approval. It will allow the appointment of a Chief Executive Officer and reduce county representation on the board from five members to four members.

During today's board of supervisors meeting, Chairman James Ramos expressed concern over the eminent domain provision. He was assured by San Bernardino County Deputy County Counsel Carol Greene that the safeguards currently part of any eminent domain proceeding would remain in effect. He was not convinced and voted against the item.

Supervisor Curt Hagman stated that he had voted against the matter as a member of the Omnitrans Board of Directors on Feb. 3, 2016, and would vote no again for consistency. Supervisor Rutherford also voted no during the Feb. 3 meeting but said her concerns were addressed. Supervisor Lovingood did not show up for the Feb. 3 meeting but voted in favor of giving Omnitrans eminent domain powers.

The S.B. American newspaper

Tuesday, April 12, 2016

[The San Bernardino American](#)

Omnitrans Offers \$2 Discount to National Orange Show

Tuesday, 12 April 2016 10:09



The sbX green line, above, and Omnitrans Route 2 offer direct service to the National Orange Show Citrus Fair in San Bernardino,

(San Bernardino, CA)—Omnitrans is partnering with the 101st National Orange Show Citrus Fair by offering \$2 off admission coupons onboard buses that are good any day of the event set for April 20 through 24, 2016.

"The National Orange Show Citrus Fair is among the biggest, family-friendly, annual events in our community. We are happy to make going a little easier for our riders with the discount coupons," explained Omnitrans spokesperson Wendy Williams. Coupons are available on all Omnitrans routes serving the eastern San Bernardino valley, from Fontana to Yucaipa.

The sbX green line, above, and Omnitrans Route 2 offer direct service to the National Orange Show Citrus Fair in San Bernardino.

Omnitrans provides direct service to the National Orange Show (NOS) fairgrounds via Route 2 and the sbX green line. sbX operates every 10 to 15 minutes from 6 am to 9 pm on weekdays. Route 2 runs hourly on weekdays from 5 am to 11 pm, and every 20 minutes on weekends from approximately 6:30 am to 9 pm on Saturday and 7 am to 7:30 pm on Sunday.

Additionally, 13 other bus routes connect to sbX and Route 2 at the San Bernardino Transit Center located at the southwest corner of E Street and Rialto Avenue in downtown, just a mile away from the fairgrounds. Detailed bus schedules and an online trip planner are available at: www.omnitrans.org/schedules/. For personalized assistance in English and Spanish, call 1-800-966-6428.

In keeping with the fair's "Blast from the Past" theme, Omnitrans will have "Old Blue", its vintage 1958 GMC bus, on display at the fair on Saturday and Sunday. Customers are invited to stop by to take a photo with Old Blue and cardboard cutouts of Elvis Presley and Marilyn Monroe. Photos posted online with #OmniRetro will be entered into an Omnitrans photo contest.

More information about the 101st NOS Citrus Fair: <http://www.nosevents.com/nos-citrus-fair/>

Inland New Today

Wednesday, April 13, 2016

Inland News Today
April 13, 2016

Omnitrans plans expanded valley service



Story Date: April 13, 2016

SAN BERNARDINO - (INT) - Omnitrans is proposing to expand bus service at opposite ends of the San Bernardino Valley.

Additional freeway express service is being suggested for the future West Valley Connector bus rapid transit line (BRT).

The proposed 25-mile long line would travel through Fontana, Rancho Cucamonga, Ontario, Montclair and Pomona. It would connect such locations as the Kaiser Permanente Fontana Medical Center, Victoria Gardens, Ontario Mills, Citizens Business Bank Arena, Ontario Convention Center, Ontario Airport and multiple Metrolink commuter rail stations.

Omnitrans likens it to the sbX green line launched in San Bernardino and Loma Linda in 2014. The West Valley Connector would offer weekday service every 10 to 15 minutes at stations spaced at one mile to a half mile apart.

Omnitrans is also proposing a new weekday-only, peak-hour freeway express bus route to serve Yucaipa, Redlands, and San Bernardino via Interstate 10 beginning in January 2017.

Public input for the West Valley Connector is welcome beginning April 12th at the Ontario Senior Center and for the Freeway Express Service on the I-10 on April 19th at the San Bernardino Transit Center and the Omnitrans offices.

Sun
Saturday, April 16, 2016

The Sun
April 16, 2016

Omnitrans welcomes public comment for West Valley bus rapid transit



Omnitrans plans to expand its rapid transit bus line SBX out west to Fontana and Rancho.

By Neil Nisperos, Inland Valley Daily Bulletin
POSTED: 04/15/16, 7:28 PM PDT |

The Omnitrans bus transportation company wants to increase speedy service to western San Bernardino County and is holding a series of public meetings this month to gather public feedback.

The West Valley Connector, similar to the sbX Green Line bus rapid transit system launched between San Bernardino and Loma Linda in 2014, would travel through Fontana, Rancho Cucamonga, Ontario, Montclair and Pomona.

At a total of 25 miles, the line would connect major activity centers, including Kaiser Permanente Fontana Medical Center, Victoria Gardens, Ontario Mills, Citizens Business Bank Arena, Ontario Convention Center, Ontario Airport and local Metrolink rail stations, according to Omnitrans.

Like the name implies, bus rapid transit, officials said, is faster and has fewer stops. The buses also will have traffic signal priority capability, allowing them to change stoplights to green for speedier travel.

"The main goal with bus rapid transit is to make travel times by bus faster because that's something we hear from the public and the rider," said Anna Jaiswal, development planning manager for Omnitrans. "BRT will help us get through traffic a little bit faster."

Transportation officials say expanding bus rapid transit in the region will reduce traffic on the region's freeways, improve air quality, increase bus ridership, foster transit-oriented development in the west end of San Bernardino County and provide better transit connections between the Omnitrans system, Metrolink, the Metro Gold Line and L.A./Ontario International Airport.

If all goes to plan, transportation officials hope to begin operation in 2020.

"The Inland Empire needs these kinds of projects and the reason they need these kinds of projects is connectivity and accessibility to opportunities," said Hasan Ikhrata, executive director of Southern California Association of Governments. "It's a key component of a good economy. So therefore, I think

The Sun

April 16, 2016

this project is very much needed, and more projects like this are needed because people need alternatives to the car.”

The West Valley Connector would offer weekday service every 10 to 15 minutes, with stations spaced at 1/2- to 1 mile apart. The stops would feature benches, real-time bus arrival signs, security cameras and emergency phones.

The system would include 5.4 miles of dedicated lanes, and 16 stations at major points of activity, such as colleges, hospitals, government centers, job centers and retail.

“This is an area that in the next decades is expected to have tremendous increased growth in both employment and residential, and that’s going to lead to congestion,” said Wendy Williams, Omnitrans spokeswoman. “So when we look at the justification for these types of enhanced transit lines, we’re looking at improved mobility, we’re looking at the environmental benefits and congestion relief.

“From an Omnitrans perspective, we’re looking to develop a high-quality transit line that can be time competitive with the automobile.”

The current rapid transit bus fleet is comprised of natural-gas-powered vehicles that can seat about 40, 80 with passengers standing.

Omnitrans is also proposing a new weekday-only, peak-hour freeway express bus route to serve Yucaipa, Redlands and San Bernardino via the 10 Freeway, beginning in January 2017.

In addition, the transit agency proposes increasing the service area and frequency on the Route 290 freeway express launched last year, which connects San Bernardino, Arrowhead Regional Medical Center in Colton, Ontario Mills and the Montclair Transit Center via Interstates 215 and 10. If approved, Route 290 would provide additional early morning and midday trips beginning in September.

Public comments may be submitted by mail to Omnitrans, 1700 W. Fifth St., San Bernardino, CA 92411, by phone at 909-379-7250, or by email at tembi.tovar@omnitrans.org. The deadline for comments on freeway express proposals is April 29. The deadline for West Valley Connector comments is April 23.

WEST VALLEY CONNECTOR

Today: 9 a.m. to 2 p.m. at Terra Vista Farmers Market, 10808 E. Foothill Blvd., Rancho Cucamonga

Tuesday: 4 to 7 p.m. at Fontana Women’s Club, 16880 Seville Ave.

Wednesday: 4 to 7 p.m. at Montclair Senior Center, 5111 Benito St.

FREEWAY EXPRESS SERVICE

Monday: 3 to 6 p.m. at Montclair Transit Center, 5091 Richton St.

Tuesday: 6 to 10 a.m. at San Bernardino Transit Center, 599 W. Rialto Ave.

Tuesday: 4 to 7 p.m. at Omnitrans Office, 1700 W. Fifth St., San Bernardino

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Daily Bulletin

Saturday, April 16, 2016

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Daily Bulletin

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Press Enterprise Sunday, April 17, 2016

Press Enterprise
April 17, 2016

SAN BERNARDINO COUNTY:

Omnitrans looking into speedy service

By NEIL NISPEROS / STAFF WRITER

Published: April 15, 2016 Updated: April 17, 2016 11:20 a.m.



Omnitrans' sbX rapid bus service launched between San Bernardino and Loma Linda in 2014. The West Valley Connector, which is similar to the sbX, would travel through Fontana, Rancho Cucamonga, Ontario, Montclair and Pomona and is the subject of several public meetings.

Omnitrans' sbX rapid bus service launched between San Bernardino and Loma Linda in 2014. The West Valley Connector, which is similar to the sbX, would travel through Fontana, Rancho Cucamonga, Ontario, Montclair and Pomona and is the subject of several public meetings.

An Omnitrans' sbX bus moves through San Bernardino in June. The West Valley Connector, which is similar to the sbX, would travel through Fontana, Rancho Cucamonga, Ontario, Montclair and Pomona and is the subject of several public meetings.



IF YOU GO

The following is the schedule of public meetings to discuss Omnitrans' proposed transit changes:

West Valley Connector

Tuesday: 4-7 p.m. at the Fontana Women's Club, 16880 Seville Ave., Fontana

Wednesday: 4-7 p.m. at the Montclair Senior Center, 5111 Benito St., Montclair

Press Enterprise

April 17, 2016

Freeway Express Service

Monday: 3-6 p.m. at Montclair Transit Center, 5091 Richton St., Montclair

Tuesday: 6-10 a.m. at the San Bernardino Transit Center, 599 W. Rialto Ave., San Bernardino

Tuesday: 4-7 p.m. at Omnitrans Offices, 1700 W. Fifth St., San Bernardino

Wednesday: 6-10 a.m. at Redlands Mall Transfer Center, 100 Redlands Mall, Redlands

Wednesday: 3-6 p.m. at Yucaipa Transit Center, 34272 Yucaipa Blvd., Yucaipa

The Omnitrans bus transportation company wants to increase speedy service to western San Bernardino County and is having a series of public meetings this week to gather public feedback.

The West Valley Connector, similar to the sbX green line bus rapid transit system launched between San Bernardino and Loma Linda in 2014, would travel through Fontana, Rancho Cucamonga, Ontario, Montclair and Pomona.

At a total of 25 miles, the line would connect major activity centers, including Kaiser Permanente Fontana Medical Center, Victoria Gardens, Ontario Mills, Citizens Business Bank Arena, Ontario Convention Center, the Ontario Airport and local Metrolink rail stations, according to Omnitrans.

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Transportation officials say expanding bus rapid transit in the region will reduce traffic on the region's freeways, improve air quality, increase bus ridership, foster transit-oriented development in the west end of San Bernardino County and provide better transit connections among the Omnitrans system, Metrolink, the Gold Line and L.A./Ontario International Airport.

If all goes to plan, transportation officials hope to begin operation in 2020.

"This is an area that in the next decades is expected to have tremendous increased growth in both employment and residential, and that's going to lead to congestion," said Wendy Williams, Omnitrans spokeswoman. "So when we look at the justification for these types of enhanced transit lines, we're looking at improved mobility. We're looking at the environmental benefits and congestion relief."

"From an Omnitrans perspective, we're looking to develop a high-quality transit line that can be time-competitive with the automobile."

Omnitrans also is proposing a new weekday-only, peak hour freeway express bus route to serve Yucaipa, Redlands and San Bernardino via I-10, beginning in January 2017.

In addition, the transit agency proposes increasing service span and frequency on the Route 290 freeway express launched last year, which connects San Bernardino, Arrowhead Regional Medical Center in Colton, Ontario Mills and the Montclair Transit Center via I-215 and I-10. If approved, Route 290 would provide additional early morning and midday trips beginning in September.

Redlands Daily Facts

Sunday, April 17, 2016

Redlands Daily Facts
April 17, 2016

Omnitrans to increase bus service area and frequency in region



Omnitrans plans to expand its rapid transit bus line SBX out west to Fontana and Rancho Cucamonga. (Staff file photo/Southern California News Group)

By [Neil Nisperos](#), *Inland Valley Daily Bulletin*

POSTED: 04/17/16, 12:27 AM PDT

The [Omnitrans](#) transit agency proposes increasing the service area and frequency on the Route 290 freeway express and is seeking the public's input.

The line was launched last year and connects San Bernardino, Arrowhead Regional Medical Center in Colton, Ontario Mills and the Montclair Transit Center via Interstates 215 and 10.

If approved, Route 290 would provide additional early morning and midday trips beginning in September.

To provide feedback, Omnitrans is holding public meetings on the following schedule:

- April 18: 3 to 6 p.m. at Montclair Transit Center, 5091 Richton St., Montclair
- April 19: 6 to 10 a.m. at San Bernardino Transit Center, 599 W. Rialto Ave., San Bernardino
- April 19: 4 to 7 p.m. at Omnitrans Office, 1700 W. Fifth St., San Bernardino
- April 20: 6 to 10 a.m. at Redlands Mall Transfer Center, 100 Redlands Mall, Redlands
- April 20: 3 to 6 p.m. at Yucaipa Transit Center, 34272 Yucaipa Blvd., Yucaipa

Also, public comments may be submitted by mail to Omnitrans, 1700 W. Fifth St., San Bernardino, CA 92411, by phone at 909-379-7250, or by email at tembi.tovar@omnitrans.org. The deadline for comments on freeway express proposals is April 29.

Fontana Herald News

Wednesday, April 20, 2016

Fontana Herald News
April 20, 2016

Omnitrans holds meeting to promote bus rapid transit project, but not everyone is on board

By ALEJANDRO CANO

Omnitrans is unveiling plans for a project which could benefit bus riders in Fontana, but two prominent local residents are questioning whether it would be effective.

The ideas and alternatives were expressed on April 19 during one of the scoping meetings held by Omnitrans, the public transit agency in San Bernardino County, in its attempt to gather input from the community regarding the proposed West Valley Connector project, which could begin operations by 2020.

The meeting took place at the Fontana Woman's Club and was attended by only a handful of residents, including Fontana Unified School District Board Member Matt Slowik and Fran Givens, a member of the California Senior Legislature, both of whom expressed concerns about the project.

According to Gerard Lumabas, a representative of Parsons Transportation Group Inc. (headquartered in Washington D.C.), the project would speed travel time from Fontana to Pomona while going through Rancho Cucamonga, Ontario, and Montclair, mainly along Foothill Boulevard and Holt Boulevard.

"The idea is to get from point A to point B in the fastest time possible. We are currently gathering input from the communities and we will consider any idea," said Lumabas. "We plan to launch the project by 2020, and it will be similar to the sbX Green line in San Bernardino."

The sbX project was launched in 2014 and connects San Bernardino to Loma Linda.

The West Valley Connector bus rapid transit (BRT) project would connect passengers to Kaiser Permanente Fontana Medical Center, Victoria Gardens in Rancho Cucamonga, and Citizens Business Bank Arena, Ontario Convention Center and Ontario International Airport in Ontario, as well as Metrolink stations, added Lumabas.

Among the number of benefits that the new express line would offer include premium transit with 10-15 minute service, transit signal priority, dedicated lanes, enhanced stations and integration to other routes, said Lumabas. The project includes stations at 27 locations and seeks to improve service to a region which is projected to add a million residents by 2030, said Omnitrans officials.

However, Slowik argued that by using Sierra Avenue as a main corridor in Fontana, there would be an increase in traffic and the possibility of accidents. As alternate routes, Slowik suggested using Mango or Juniper avenues to reach Foothill Boulevard.

"Stay off Sierra. The traffic signal priority is a false pretense. Traffic will be impacted. You can use Mango or Juniper, both avenues are wide and have less stop signs," said Slowik. "This is not the first time I expressed this to Omnitrans and I bet they will use Sierra anyway."

Lumabas said this was the first time he had heard this suggestion about alternate routes and that Omnitrans will take into consideration any proposal.

Meanwhile, Givens said that the area does not need faster service and that instead "it needs service."

"Period. The line as proposed will not have ridership," she added.

Omnitrans also proposes a new weekday-only, peak-hour freeway express route to serve Yucaipa, Redlands and San Bernardino via Interstate 10 beginning in January of 2017.



Gerard Lumabas discusses Omnitrans' proposed bus rapid transit project during an event at the Fontana Woman's Club. (Herald News photo by Alejandro Cano)

Redlands Daily Facts

Friday, April 22, 2016

Redlands Daily Facts
April 22, 2016

Redlands Passenger Rail Project subcommittee formed

By Sandra Emerson, Redlands Daily Facts

REDLANDS >> Mayor Pro Tem Jon Harrison and Councilwoman Pat Gilbreath have formed a Redlands Passenger Rail Project subcommittee, recommended by Mayor Paul Foster.

Harrison and Gilbreath are the City Council's representatives to the San Bernardino Associated Governments, or SanBAG, the lead agency on the project.

They will be meeting with city staff and updating the full council on the project, which proposes to extend rail service 9 miles from downtown San Bernardino to the University of Redlands.

"As you all know we're working diligently to move forward with the Redlands Passenger Rail Project, which will be coming to Redlands in 2020 approximately," Foster said Tuesday. "As it becomes more and more of a reality, I feel it's important for our council to be regularly involved with our staff in the discussions that are being held with the staff at SanBAG."

Construction of the rail line is expected to start in late 2017, with service starting in 2020.

There are four stations planned: Waterman Avenue, New York Street near Esri (at Esri's expense), downtown Redlands and the University of Redlands.

The Redlands rail will connect to the new San Bernardino Transit Center, which is Omnitrans' East Valley hub. SanBAG has recommended that Omnitrans take over operation of the Redlands rail.

Quiet zones will be in place in Redlands and San Bernardino, which limits the sounding of the train horn to emergencies.

SanBAG plans to purchase diesel multiple units, rather than traditional locomotives, because they are smaller, more efficient and quieter. But they are more expensive.

The project's estimated cost is about \$250 million and it is funded mostly by the Measure I half-cent sales tax approved by voters in 1989 and renewed in 2004.

Residents, some of whom are members of the Inland Empire Transit Alliance, have had a consistent presence at council meetings. They are concerned over the project's cost, potential for crime, association with high-density housing and potential lack of ridership.

"They estimate it will cost \$250 million to build," said Greg Brittain, who has been speaking in opposition to the train at council meetings. "Now that doesn't account for the first mile, the \$100 million, interest on the money they're borrowing for this and other expenses. And of course government projects typically cost more than what is estimated."

For a few meetings, a city employee has been assigned to address the residents' comments and concerns.

"There's a lot of misinformation being spread by the skeptics that rightly so needs to be heard and clarified whether by city staff or by SanBAG staff going forward," Harrison said.

The Sun
May 3, 2016

sbX bus ridership up at 2nd anniversary

By Ryan Hagen, *The Sun*

SAN BERNARDINO >> Riders of the sbX bus system praised it Friday, the second anniversary of the 16-mile line from north San Bernardino to Loma Linda.

They add to a ridership that's 1 million earlier this year, with more than 1.1 million boardings recorded between the April 2014 opening and March 2016, when the most recent information is available, according to Omnitrans figures.

"I ride it three times a week," said Deshawn Addison, 20, as he waited to board the bus on E Street at Base Line after attending San Bernardino Adult School. "It's really helpful, and pretty fast. I get a ride two days a week, and it almost takes as long."

Christian Flores, who often rides the bus to high schools as part of his work at Youth Action Project, said he often hears people skeptical that "anyone" rides sbX.

"It's usually pretty full when I'm on it, so I don't know why they can't see them," he said. "Maybe they're rushing and that's why they need to drive."

Flores said the charging stations and Wi-Fi are helpful, too.

The number of passes sold in March 2016 — 67,322 — was 38 percent higher than March 2015, said Omnitrans spokeswoman Wendy Williams.



Passengers disembark from the sbX bus outside of the San Bernardino Transit Center on E Street south of Rialto Avenue. Photo by Ryan Hagen



Ridership on the sbX bus line each month since its opening.

The Sun
May 3, 2016

“As expected, the opening of the San Bernardino Transit Center last September had a positive impact on sbX,” Williams said in an email. “We expect another boost when the Metrolink extension to SBTC is completed in 2017.”

The line is on pace with the projection made on the first anniversary, that sbX ridership would grow by 30 percent in a year: Fiscal year-to-date sbX ridership is 27.2 percent higher than Fiscal year 2015, according to Omnitrans.

The bus line also continues to 12 Comments for its price tag — although none of the \$197 million for construction or any of the maintenance costs came from the city’s coffers — and because the dedicated lane makes it more difficult for drivers to turn left into businesses.

Other

Saturday, May 07, 2016

Daily Press
May 7, 2016

TRANSPORTATION

Plan earmarks \$38.8B for county

Not all funding secured for ambitious blueprint, however

By From staff reports

Posted May. 7, 2016 at 5:21 PM

SAN BERNARDINO — The newly adopted 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (2016 RTP/SCS) includes \$38.8 billion for San Bernardino County projects that balance future mobility and housing needs with economic, environmental and public health goals over the next 25 years, according to regional leaders.

The Regional Council of the Southern California Association of Governments (SCAG) formally approved the plan this week. If fully implemented, it would reduce traffic congestion, improve air quality and boost the region's long-term economic viability, SCAG said.

The nation's largest metropolitan planning organization, SCAG is required by state and federal law to produce a long-range transportation plan every four years for a 38,000-mile, six-county region comprised of 191 cities and 18 million people. The RTP/SCS does not implement funding, but lays out a comprehensive strategy for addressing the region's current and future transportation challenges in compliance with clean air standards.

The 2016 plan identifies 1,022 San Bernardino County-specific projects, including express lanes on Interstate 10 (\$1.2 billion) and Interstate 15 (\$672 million), rail service from downtown San Bernardino to the University of Redlands (\$242 million) and an express bus route connecting Rancho Cucamonga, Fontana, Ontario, Montclair and Pomona (\$246 million).

Several High Desert projects are included on the wish list, including \$560,000 for paving El Mirage Road in Adelanto, \$3 million for Victorville's Mojave Riverwalk project, \$46 million for the Green Tree Extension/Mojave River Bridge crossing, \$6.5 million for widening Yucca Loma Road in Apple Valley, \$17.9 million for widening Main Street in Hesperia to six lanes from Maple to Highway 395 (including widening the bridge over the California Aqueduct), \$1 million for widening Ranchero Road in Hesperia from Topaz to Seventh, \$12 million for widening Ranchero to four lanes from Mariposa east for three miles, \$36 million for widening Rock Springs Road and building a new bridge over the Mojave River, and \$5.3 million for widening and bridge work on National Trails Highway.

Of the \$38.8 billion, 26 percent would go to transit projects, 61 percent for highways and 13 percent for local streets and roads. These improvements would meet the needs of a rapidly growing population, SCAG leaders said, noting that by 2040, San Bernardino County is expected to add more than 660,000 people, raising the total population to 2.731 million.

Daily Press

May 7, 2016

Region-wide, the 2016 plan identifies \$556.5 billion in transportation investments. Among the benefits would be an 8 percent reduction in greenhouse-gas (GHG) emissions by 2020, an 18 percent reduction by 2035 and a 21 percent reduction by 2040 — all meeting or exceeding state requirements.

"The 2016 RTP/SCS is a historic step forward for our region," said Cheryl Viegas-Walker, president of SCAG. "Transportation is critical to our economy and quality of life. This plan provides the framework for how we as a region are going to accommodate the needs of 4 million additional people over the next 25 years."

"Investments in transportation are critical to our long-term economic viability, as the RTP/SCS clearly demonstrates," said Hasan Ikhata, SCAG executive director.

Ikhata noted that congestion reduction and improvements in regional amenities as a result of implementing the plan will increase Southern California's competitiveness and economic performance, resulting in 351,000 additional jobs each year. Of those, 27,600 would be located in San Bernardino County.

The 2016-2040 RTP/SCS was developed in collaboration with local and county stakeholders and transportation agencies, including the San Bernardino Associated Governments.

Sun Tuesday, May 10, 2016

San Bernardino Sun May 10, 2016

Low-cost bike repair 'Hubitat' opens in San Bernardino

By Ryan Hagen, *The Sun*

SAN BERNARDINO >> A low-cost bicycle repair shop that shows people how to fix the problem themselves the next time it occurs opened Monday at the San Bernardino Transit Center.

Called "Bike Hubitat," the workshop uses largely donated parts and is run by volunteers, said Mark Friis, as he waited for the day's first customer.

Friis is executive director of the Inland Empire Biking Alliance, a nonprofit that aims to make biking and walking safer and more accessible, and which runs the service along with Omnitrans and the nonprofit San Bernardino Generation Now.

"We supply the tools and show them how to do it themselves," Friis said. "It's like the saying: 'Give a man a fish, you feed him for a day; teach a man to fish, you feed him forever.'"

The day's first customer was Levi King, 46, of San Bernardino. Friis walked him through tightening his brakes and fixing his kickstand.

"I really appreciate it," King said, saying he had needed to fix the problem for a while. "I didn't have the money to do it."

The service was free Monday. Going forward, the cost will vary by repair but be low cost, Friis said.

The "Bike Hubitat" expands on other services the Biking Alliance offers in Loma Linda, Rancho Cucamonga and its "flagship," the Redlands Bike BBQ, which started in 2010 and offers bike repair lessons Tuesday through Thursday and Saturday.

"Our clientele generally is students — college and high school — and homeless people," Friis said.

It also will help the large number of Omnitrans riders who use bicycles, said Omnitrans spokeswoman Nicole Ramos. "Some of them are dependent on their bikes for transportation, so low-cost, expert advice right here (at the transit center) where they already are should be a huge help," Ramos said.

Ramos also asks people to take a selfie with their bike and share it on Twitter or Instagram with the tag #bikehubitatSB to be eligible for prizes.

The San Bernardino Transit Center location — 599 W. Rialto Ave. — will be open from 3 p.m. to 6 p.m. Monday, Wednesday and Friday.



PHOTO BY RYAN HAGEN Levi King, 46, of San Bernardino fixes his bicycle under the supervision of Mark Friis, executive director of the Inland Empire Biking Alliance, at the newly opened Hubitat in San Bernardino. The service, which shows people how to repair their bikes, opened Monday.

MASS TRANSIT

Tuesday, May 10, 2016

Mass Transit Magazine Online
May 10, 2015

CA: Low-Cost Bike Repair 'Hubitat' Opens at San Bernardino Transit Center

RYAN HAGEN ON MAY 10, 2016

May 10--SAN BERNARDINO -- A low-cost bicycle repair shop that shows people how to fix the problem themselves the next time it occurs opened Monday at the San Bernardino Transit Center.

Called "Bike Hubitat," the workshop uses largely donated parts and is run by volunteers, said Mark Friis, as he waited for the day's first customer.

Friis is executive director of the Inland Empire Biking Alliance, a nonprofit that aims to make biking and walking safer and more accessible, and which runs the service along with Omnitrans and the nonprofit San Bernardino Generation Now.

"We supply the tools and show them how to do it themselves," Friis said. "It's like the saying: 'Give a man a fish, you feed him for a day; teach a man to fish, you feed him forever.'"

The day's first customer was Levi King, 46, of San Bernardino. Friis walked him through tightening his brakes and fixing his kick stand.

"I really appreciate it," King said, saying he had needed to fix the problem for a while. "I didn't have the money to do it."

The service was free Monday. Going forward, the cost will vary by repair but be low cost, Friis said.

The "Bike Hubitat" expands on other services the Biking Alliance offers in Loma Linda, Rancho Cucamonga and their "flagship," the Redlands Bike BBQ, which started in 2010 and offers bike repair lessons Tuesday through Thursday and Saturday.

"Our clientele generally is students -- college and high school -- and homeless people," Friis said.

It will also help the large number of Omnitrans riders who use bicycles, said Omnitrans spokeswoman Nicole Ramos. "Some of them are dependent on their bikes for transportation, so low-cost, expert advice right here (at the transit center) where they already are should be a huge help," Ramos said.

Ramos also asks people to take a selfie with their bike and share it on Twitter or Instagram with the tag #bikehubitatSB to be eligible for prizes.

The San Bernardino Transit Center location -- 599 West Rialto Ave. -- will be open Mondays, Wednesdays and Fridays from 3 p.m. to 6 p.m.

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ITEM # F1

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: CEO/GENERAL MANAGER'S REPORT

The 2016 American Public Transportation Association Bus and Paratransit Conference was held in Charlotte, North Carolina. The Bus Rodeo Competition was held on May 6th. This competition includes the best bus operators and bus maintenance teams in North America. The bus operators compete on a course that challenges their driving skills. The bus maintenance teams compete in a troubleshooting competition. The highlight of Omnitrans' participation was Coach Operator Benito Zavalza placing "Second" in a field of 36 transit agencies. As you might recall, Benito was last year's "Employee of the Year". We will be recognizing Benito at the Board Meeting.

Attended the VTrans Board Meeting on May 18, 2016, wherein the Board of Directors approved the Administrative Agent Agreement, which appointed me as the CEO/General Manager. Also approved was the budget for Fiscal Year 2017 and the assignment of several agreements between VTrans and other non-profit organizations to Omnitrans. Work continues on the transfer of all contracts to Omnitrans. VTrans' staff hired by Omnitrans as a result of the transition were relocated to Omnitrans on May 27.

Contract with GP Strategies for the Design-Build-Maintain of the Compressed Natural Gas Infrastructure was executed on May 12, 2016. The Notice to Proceed was subsequently issued on May 19, with a contract start date of May 30, 2016. Prior to the start date, on May 24th, Omnitrans and GP Strategies reviewed the project with all senior leadership to address any questions or concerns before the project proceeded.

Please join me in thanking Legal Counsel Carol Greene who has been providing legal services to Omnitrans, beginning with labor and employment services in late 2002 and advising on Board matters since January 2010.

PSG

ITEM # _____ F2 _____

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

SUBJECT: **FISCAL YEAR 2016-2017 MARKETING PLAN**

FORM MOTION

Adopt the Omnitrans Fiscal Year 2016-17 annual Marketing Plan.

This item was presented to the Plans and Programs Committee at its March 24, 2016 meeting, and is being moved forward to the Board without Committee recommendation as a quorum was not present.

BACKGROUND

Each year, the Marketing Plan is brought to the Board of Directors as part of the agency's guiding documents for the upcoming fiscal year.

The Marketing Plan outlines a strategic approach to attracting and retaining customers while maintaining overall community support through the promotion of Omnitrans services and programs. The plan begins with analysis of the marketplace and a review of agency strengths, weaknesses, opportunities, and threats. Key goals are established and marketing strategies are developed to achieve them, utilizing available resources.

Comparing calendar year 2015 to 2014, Omnitrans system ridership declined by 11.4% year over year. Through March of the current fiscal year, Omnitrans system-wide ridership remains 10.9% below the prior year. Other transit agencies in Southern California also are experiencing this negative trend, influenced by historically low gasoline prices. While overall system ridership is down, the sbX bus rapid transit line is growing, with sbX up 27.2% year to date through March and ridership on the new Route 290 freeway express doubled since launch.

Positive trends include the steady growth of Veteran trips since implementing the new discount category in 2015. Public awareness of Omnitrans is high, at 91% according to a recent survey, up from 85% in 2013. Customer satisfaction is 80% positive and public opinion is 76% favorable. The new San Bernardino Transit Center received an 88% positive rating from customers. Also, advertising revenue is up significantly (+23%).

Strategies include ongoing promotion of Omnitrans' family of services to core and niche market segments, effective customer communications, well-maintained passenger amenities, community outreach and partnerships, effective public relations, and fostering relations with community stakeholders. Omnitrans will enhance revenue through existing and new advertising contracts.

CONCLUSION

By implementing the Marketing Plan, Omnitrans will be able to promote the agency in ways that will effectively attract and retain customers while achieving public awareness and support. This plan can be implemented within the constraints of the 2016-17 Omnitrans budget.

PSG:WW



Marketing Plan 2016-2017



June 1, 2016

Omnitrans

1700 W. Fifth St.

San Bernardino, CA 92411

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EXECUTIVE SUMMARY

The mission of Omnitrans marketing is to generate a high level of public support and awareness of Omnitrans services and to promote increased use of those services. The annual Marketing Plan outlines a strategic approach to attracting and retaining customers while maintaining overall community support through the promotion of Omnitrans services and programs. The plan begins with analysis of the marketplace and a review of agency strengths, weaknesses, opportunities, and threats. Key goals are established and marketing strategies are developed to achieve them utilizing available resources.

Comparing calendar year 2015 to 2014, Omnitrans system ridership declined by 11.4% year over year. Through February of the current fiscal year, Omnitrans system-wide ridership remains 11.4% below the prior year. Other transit agencies in Southern California also are experiencing this negative trend, influenced by historically low gasoline prices. While overall system ridership is down, express routes including the sbX bus rapid transit line are growing.

Positive trends include the steady growth of Veteran trips since implementing the new discount category in 2015. Public awareness of Omnitrans is high, at 91% according to a recent survey, up from 85% in 2013. Customer satisfaction is 80% positive and public opinion is 76% favorable. Also, advertising revenue is up significantly (+23%).

The typical Omnitrans passenger is a young, working, English-speaking Hispanic woman with a high school education. Over 60% of rider households earn less than \$20,000 annually. About 16% of riders are students and 9% are senior citizens. Omnitrans passengers are heavily reliant on transit; nearly half do not have a driver's license and only 18% have a car readily available to them. The primary reason for riding Omnitrans is to get to work, followed by school, shopping, and medical trips.

Key objectives for Fiscal Year 2016-2017 are to generate increased ridership, revenue, customer satisfaction, public awareness and public opinion. To achieve these goals various marketing strategies will be employed. Increasing ridership will require ongoing promotion of Omnitrans' family of services (sbX bus rapid transit, freeway express service, local bus routes, and OmniGo community shuttles) to core and niche market segments. To attain revenue goals, we will promote bus pass values, continue advertising programs, and explore revenue opportunities at the San Bernardino Transit Center. Efforts to enhance customer satisfaction will include effective customer communications, well-maintained passenger amenities, customer education campaigns with a focus on safety and security, and promoting a customer service culture. Heightened public awareness and positive public opinion will be influenced through community outreach efforts, effective public relations, communicating system safety and security efforts, and maintaining good relations with community stakeholders.

In an effort to maintain low administrative costs for the agency, expenses for public relations, advertising, promotion, outreach, and printing are being maintained at prior year budget levels.

MARKETING PLAN 2016-2017

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MARKET ANALYSIS

Service Overview

Omnitrans was established in 1976 to provide a unified and comprehensive public transit system for the San Bernardino Valley. Omnitrans provides a family of services including both fixed route and demand response transportation. All services combined are supported by approximately 176 buses, 106 cutaway vehicles, 650 direct employees and 230 contracted employees.

Fixed Route: As of March 2016, Omnitrans provides transit service on 34 routes, including one bus rapid transit (BRT) line, two freeway express routes, 26 local bus routes and five community circulator routes. Combined, these provide over 43,000 passenger trips on weekdays. Routes cover the San Bernardino Valley and provide connections to other regional transit providers.

Demand Response: Access is a lift-equipped, curb-to-curb, shared-ride service mandated by the Americans with Disabilities Act (ADA). It is available for pre-qualified persons with disabilities throughout the Omnitrans service area. Service is offered seven days a week by advance reservation. Access provides approximately 1,600 passengers trips on a typical weekday.

Service Area

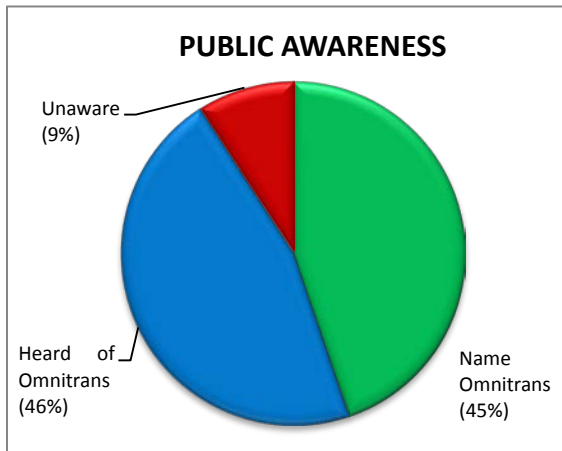
Geography: Omnitrans operates in an area of approximately 450 square miles area known as the San Bernardino Valley. This includes 15 cities: Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Yucaipa, and some unincorporated areas of San Bernardino County. Omnitrans also connects to neighboring transit services in Pomona and Riverside.

Population: The San Bernardino Valley is gaining population, but at a slower pace than a decade ago. According to the most recent U. S. Census data (July 2014), San Bernardino County had 2,112,619 residents, up 3.8% from 2010. In comparison, the Omnitrans service area is home to approximately 1.4 million people. Continued population growth is projected over the next 10 to 15 years, particularly in the western portion of the service area.

Employment: Unemployment levels have returned to near pre-recession levels. The San Bernardino County rate was just 5.8% in December 2015, down from an average of 8.1% in 2014 and half of the 13.5% high water mark in 2010. In comparison, the December 2015 rate for California was also 5.8%, and the national average was 5.0%. Job growth in the San Bernardino Valley is expected to outpace Los Angeles and Orange Counties in the long term. Southern California Association of Governments forecasts that Ontario and San Bernardino will be among the top ten job markets in the region by 2025.

Public Awareness

Overall awareness of Omnitrans among the general public surveyed in the 2015 Inland Empire Annual Survey was 91%, which is up significantly from 85% in 2013. When asked if they could name their local public transit service, 45% answered “Omnitrans”, or an Omnitrans service, such as sbX. Those who could not name Omnitrans outright were then asked if they had heard of Omnitrans and, with this prompting, 46% answered affirmatively. Only 9% indicated no awareness of Omnitrans. See graph at left.

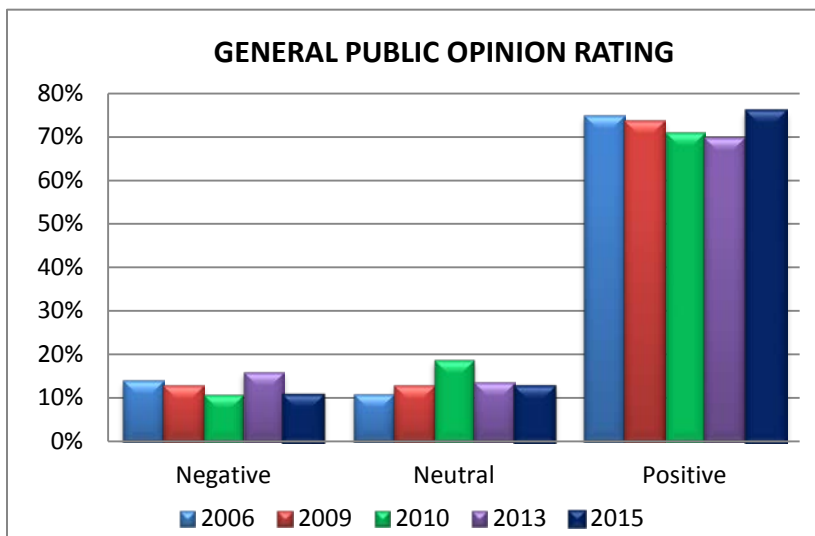


Such high awareness levels are an indication that Omnitrans is successful at promoting and building the agency brand through effective marketing

efforts. Strong public awareness is desirable because it influences people to seek out Omnitrans services when the need arises and to support funding initiatives for Omnitrans projects

Public Opinion

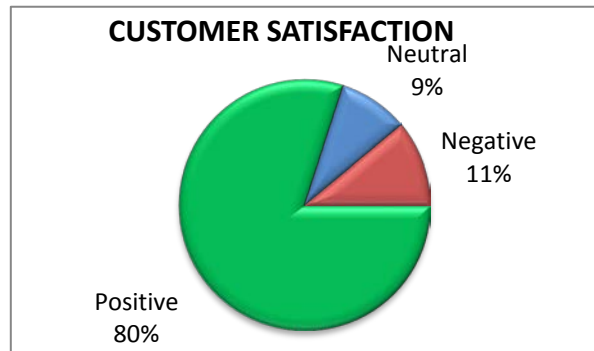
Beyond overall awareness, a strong majority of the general public views Omnitrans in a positive light. The 2015 Inland Empire Annual Survey showed that 76% of people rated the agency favorably even if they did not use our services. The graph below shows results of the same survey utilized intermittently since 2006. Additionally, survey participants were asked if their opinion of Omnitrans had changed in the past year. While most said their perception of



Omnitrans “stayed the same” at 72%, one-fourth (25%) said their perception improved while only 3% said their perception declined. When asked if they would consider becoming a bus rider, 13% said they would not consider riding, while 53% said they would ride if they had no other transportation and 29% said they would consider riding in the future. Current bus riders accounted for 4% of survey participants.

Customer Satisfaction

Omnitrans earns high marks from customers. In a 2015 online rider survey, 80% of fixed route riders gave Omnitrans a positive rating, as the chart at right illustrates. This was the third highest among 15 similar-sized agencies in the American Bus Benchmarking Group (ABBG) which ran the survey. The 2015 rating is down slightly from 83% positive ratings seen in two prior years. The survey showed that customers are most interested in service availability (service span and routing), time (on-time and travel time) and security, particularly at bus stops.

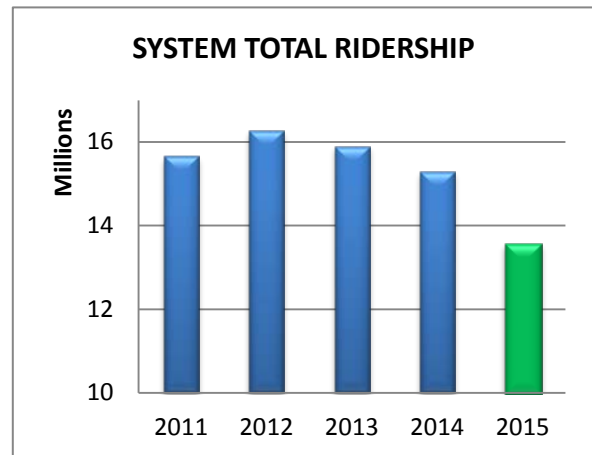


A survey conducted by Omnitrans staff at the San Bernardino Transit Center in February 2016 generated an 88% positive rating from customers. Additionally, 92% said they felt safe at the transit center and 92% indicated it was better than the prior downtown transfer location.

Omnitrans has not conducted a satisfaction survey among Access customers since 2011. At that time, 90% gave the service an overall satisfaction rating of excellent or good.

Ridership Trends

In calendar year 2015, ridership on all Omnitrans services totaled 13,555,013 trips, which is an 11.4% decrease from the prior year, continuing a downward trend that began in 2013. The primary driver of the decline is believed to be record low gasoline prices. A change to the driver's license requirements which now allows undocumented workers to apply appears to be a factor as well. Transit agencies across Southern California have experienced a similar trend. Other factors include the lingering effect of a September 2014 fare increase and impacts of route restructuring in September 2015 and a rise in lost service due to lack of available drivers. The chart at right displays the trend from 2011-2015.



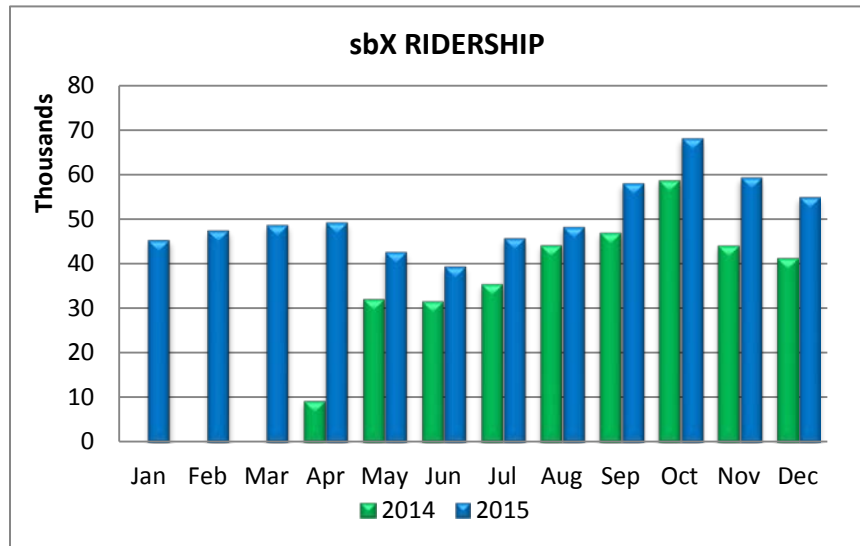
Fixed Route: Fixed route bus service generated 13.1 million boardings in 2015, down 11.5% from the prior year. Looking at ridership by fare category we find that half of riders (49.8%) paid full fare and 28.3% paid the discounted “half” fare for seniors age 62+, persons with disability or military veterans. Students in the GoSmart program and youth fares accounted for 14.6% of ridership. The remainder was attributed to free rides, transfers and miscellaneous categories.

In January 2015, Omnitrans implemented a new fare category for U.S. military veterans. Based on the experiences of neighboring Riverside Transit Agency, we projected that veterans would account for 0.3% of all trips. Actual results were four times higher at 1.2%, as nearly 160,000

MARKETING PLAN 2016-2017

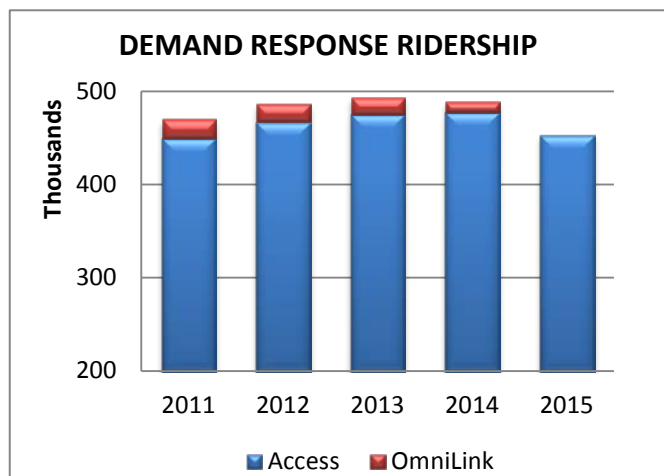
trips were tallied. This positive response helped increase trips among all half fare categories (senior/disabled/veteran combined) by 0.4% compared to the prior year. This was the only ridership segment that increased in 2015.

While overall fixed route ridership declined, activity on our premium services, sbX and freeway



express routes, is growing. sbX green line ridership increased 76.6% in 2015, carrying over 600,000 passengers during the year. While a portion of this gain is due to a full year of operation in 2015 versus 8 months in 2014, the BRT line also saw a significant increase after the opening of the San Bernardino Transit Center in September, as the graph at left illustrates. The long-awaited Transit Center

provides a convenient connection from sbX to local routes. As a result, Omnitrans was able to reduce the frequency on the “shadow” service for sbX (Route 2) to hourly frequency. The new Route 290 freeway express route, implemented in September 2015, gained a strong foothold among customers. Ridership has nearly doubled from the opening week ridership and requests for additional trips have prompted Omnitrans to substantially increase the number of round trips offered on the route in Fiscal Year 2016-2017.



Demand Response: Ridership on Access service in calendar year 2015 was 452,451, a drop of 5.3% vs. 2014. Overall, demand response declined by 7.4% in 2015, factoring in the elimination of OmniLink in September 2014. The five year demand response ridership trend is shown at left.

Omnitrans managed Access ridership lower through the implementation of a new eligibility process featuring in-person interviews in September 2015, which aided a cost reduction in Omnitrans’ most expensive per passenger service.

Omnitrans discontinued OmniLink, dial-a-ride service offered in Chino Hills and Yucaipa, following years of steady ridership declines after OmniGo community shuttle routes were implemented in 2010 to more efficiently serve these primarily low-density residential communities.

MARKETING PLAN 2016-2017

Revenue Trends

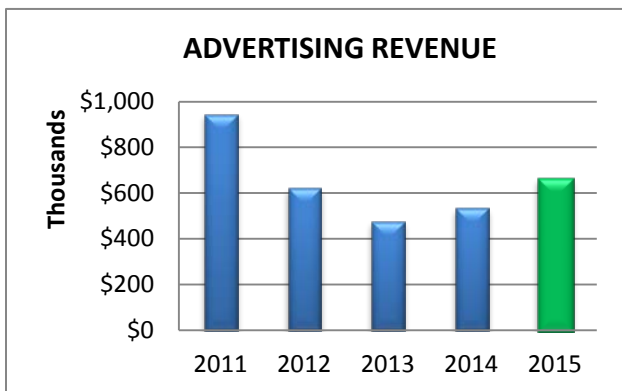
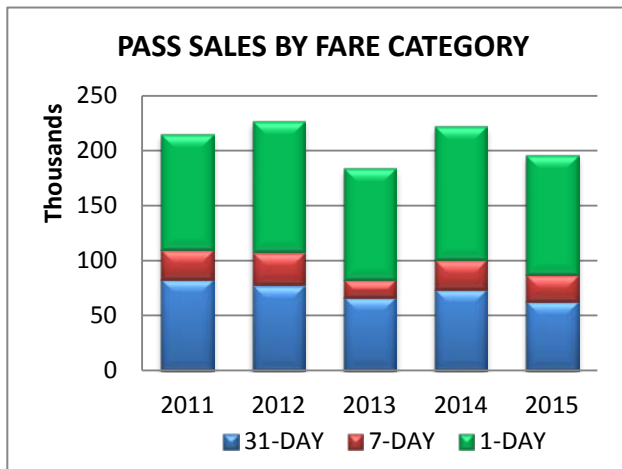
Pass Sales: In calendar year 2015, prepaid bus pass unit sales declined 11.9% versus 2014. The chart at right shows the bus pass unit sales trend for the past five years for 1-day, 7-day and 31-day passes. However, because the September 2014 fare increase impacted all of 2015, revenue from prepaid pass sales declined only slightly (-0.4%) despite lower unit sales.

Total revenue from pass sales was \$5,655,133, which included \$484,612 from online store sales, \$135,058 from ticket vending machine sales and \$405,387 from the GoSmart program. Online store sales revenue improved from 2014 in both units sold (147.2%) and revenue (25.2%). Ticket vending machines are found at all sbX station platforms as well as the San Bernardino Transit Center. The GoSmart program is a negotiated rate program with costs supported by student fees and/or administrative contributions by partner schools or employers. Students and employees use their photo ID for fare payment. Omnitrans implemented its first employer GoSmart program in December 2015 through a partnership with Loma Linda University Health Systems. Construction impacts on employee parking prompted them to subsidize Omnitrans service as an incentive to use transit as an alternative.

In 2015, prepaid passes and other non-cash fares were used for 70.0% of all passenger boardings. Omnitrans prefers to minimize cash fares because they require more boarding time which in turn adds to increased travel time. Additionally, cash fares generate costs related to money handling.

Advertising: Marketing is responsible for managing advertising on agency assets either through a contractor or directly. This includes advertising on the exterior and interior of Omnitrans buses and at bus shelters and stations owned by Omnitrans. Audio advertising on buses was implemented in 2015. Future opportunities might include station or line naming rights, on board video displays, or mobile app advertising. System advertising represents an important revenue stream for Omnitrans. Aside from the revenue, Omnitrans is able to use these various advertising methods for self-promotion at low or no cost.

Advertising revenue for 2015 was up 23% compared to the prior year. The five year trend for advertising revenue is shown above. The steep decline between 2011 and 2012 came after a five-year contract that was unfavorable to the contractor that handled exterior bus advertising. In 2012, Omnitrans implemented a one-year contract extension at a reduced rate. In 2013, a new five-year contract was implemented with a new vendor that handles both exterior bus and shelter ads. This contract accounts for 97% of all advertising revenue.



SWOT ANALYSIS

In preparing the marketing plan, we consider our strengths, weaknesses, opportunities and threats (SWOT) as shown below. Strengths and weaknesses are largely characteristics of the organization while opportunities and threats are due primarily to external influences.

	POSITIVE	NEGATIVE
INTERNAL	STRENGTHS Service quality <ul style="list-style-type: none"> Customer satisfaction Safety and security record On-time performance Improving fare box recovery System features <ul style="list-style-type: none"> Family of services (BRT, freeway, local, shuttle, Access) Transit centers, bus stop amenities, park and ride lots Fleet: Wheelchair accessible, bike racks, Wi-Fi, clean fuel Economical service <ul style="list-style-type: none"> Passes, GoSmart program for volume discounts Discounts for Veteran, Youth, Senior, Disabled, Medicare categories. Customer communication <ul style="list-style-type: none"> Multilingual (LEP) Schedules, newsletters, on board audio Community outreach, travel training Website, mobile app, social media NexTrip real time arrival info Call center New service <ul style="list-style-type: none"> New and expanded freeway express service Potential Ontario OmniGo route VTrans integration San Bernardino Transit Center	WEAKNESSES Constrained budget/service <ul style="list-style-type: none"> Limited funding Flat service levels Productivity vs. coverage demands Low service frequency Travel time Declining ridership <ul style="list-style-type: none"> Service changes, short term impact Dropped service, staffing levels Declining perceived reliability Public agency environment <ul style="list-style-type: none"> Lack of flexibility Funding mechanisms Procurement cycles Slow reaction time
EXTERNAL	OPPORTUNITIES Service area development <ul style="list-style-type: none"> Multimodal, TOD interest at Cities Growing population, urbanization, congestion Active transportation projects Improving local economy, employment Community Partnerships <ul style="list-style-type: none"> Students, GoSmart Veterans Senior and disabled Employers Spanish/Hispanic Multimodal planning/future modes (Redlands Rail) Millennial generation pro transit Public awareness/public opinion New revenue/funding opportunities <ul style="list-style-type: none"> New fare payment options Potential grants: Article 3, Cap and Trade Advertising programs 	THREATS Car culture <ul style="list-style-type: none"> High auto ownership Free parking Low market share Few "choice" riders Lower gasoline prices Driver's license law change Lack of transit-friendly infrastructure <ul style="list-style-type: none"> Gaps in pedestrian/ bicycle infrastructure Suburban sprawl Graffiti and vandalism Perception of safety/security <ul style="list-style-type: none"> Waiting at bus stops Construction impacts New private services <ul style="list-style-type: none"> Uber, Lyft, private shuttles, etc.

TARGET MARKETS

Identification of target markets is key to the success of any marketing plan. Only when target markets are clearly defined, can effective messages and media tactics be developed.

FIXED ROUTE

Core Market: Since our most likely new customers are those who most closely resemble current users of the service, these characteristics also identify our core target market. According to a 2011 rider survey, the typical Omnitrans fixed route rider is:

- **Young:** 16 to 29 years of age (43%); median age 33.
- **Gender Neutral:** Female (52%); Male (48%)
- **Ethnically Diverse:** Primarily Hispanic (46%); African American (25%); White (21%)
- **Low Household Income:** Under \$20K (61%); \$20K to \$35K (19%)
- **Employed:** (54%)

Niche Markets: Market segments below provide an opportunity for ridership growth:

- **Students:** Approximately 14% of current Omnitrans riders are student age. Students tend to be economically less likely to afford a car, or may not be old enough to drive. Omnitrans focuses on students attending high schools, colleges and trade schools.
- **Spanish Speaking:** In the Omnitrans service area, an estimated one-third of residents are Spanish speakers and 16% speak English less than “very well” according to the 2011 American Community Survey. To effectively reach this market, specialized materials and messages must be created to attract Spanish speakers to the system.
- **Seniors:** In the 2011 rider survey, 9% of passengers were 60 years of age and older, compared to 18% of County residents. This is one of the fastest growing segments of our population. Thus, we have the opportunity to attract more senior riders to transit.
- **Veterans:** Veterans make up approximately 5.8% of the population in the Omnitrans service area. The veteran discount fare, implemented in January 2015, increases our opportunities to partner with local Veterans organizations to promote Omnitrans services.
- **Commuters:** Commuters represent the best potential for daily transit trips. Omnitrans works to attract commuters through large employers and by promoting premium services such as sbX and freeway routes which are more time competitive with the automobile. Most commuters in our service area have access to a personal automobile. In a 2015 survey, 29% of non-riders indicated they might consider taking the bus in the future.

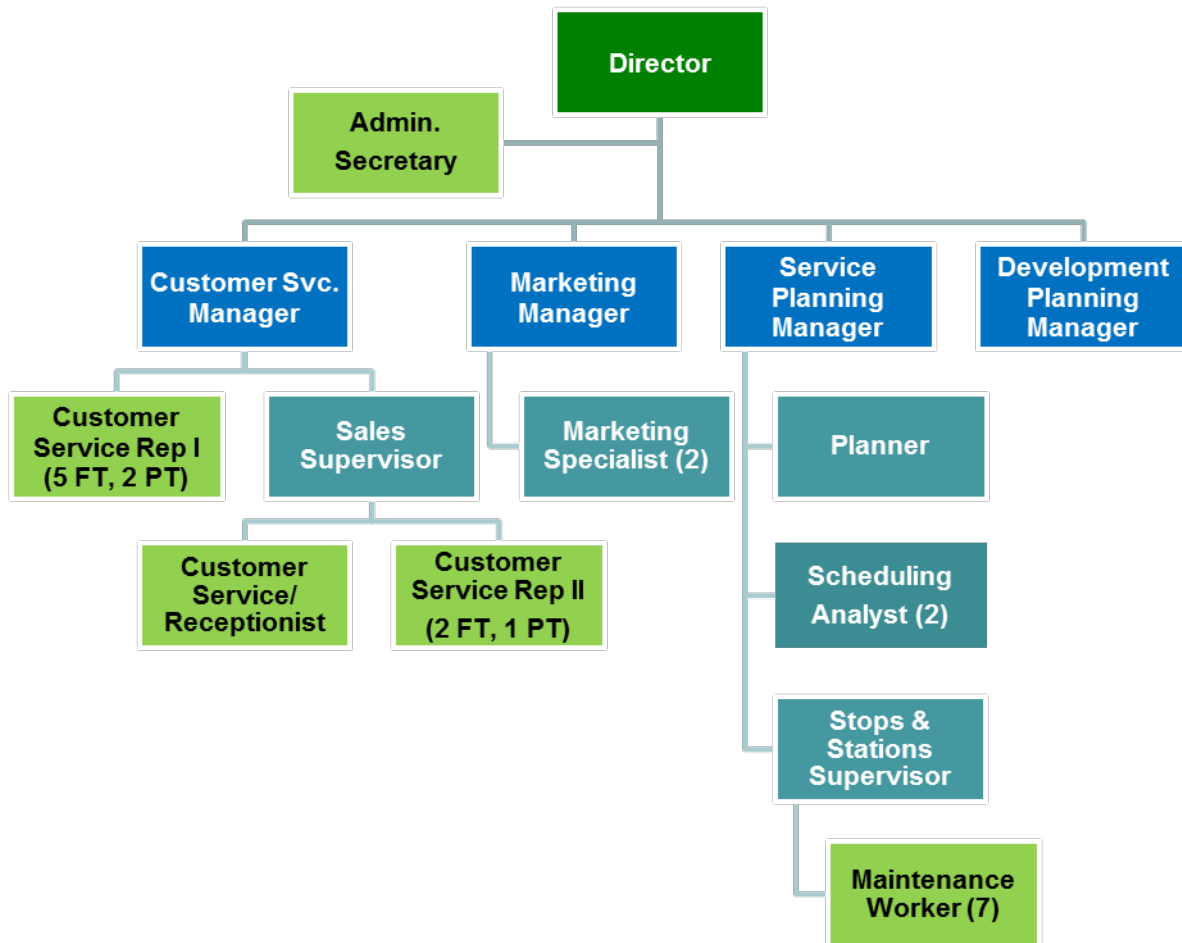
ACCESS

Access provides transportation service mandated by the Americans with Disabilities Act (ADA) for people unable to independently use the fixed route bus service for all or some trips.

Target Market: Persons with physical or mental disabilities. Customers are reached primarily through local social service organizations. We also maintain customer databases to effectively reach these target markets in order to alert them of service and policy changes. As VTrans transitions to the Omnitrans Special Services Department we can become even more effective in reaching these target markets.

MARKETING RESOURCES

At Omnitrans, marketing, public relations, planning and customer service functions fall within the Marketing & Planning Department. The marketing and planning functions work together to identify customer and community transportation needs in order to develop and enhance service offerings then effectively communicate them to the public. The organization chart below shows all positions in the department. The customer service section has 13 positions including 10 that provide customer assistance in the agency call center and San Bernardino Transit Center seven days a week. This section also manages fare media sales, reduced fare ID cards, lost and found and reception. The marketing section has three positions which are responsible for all community outreach efforts and customer communications, both printed and electronic. The planning section handles public outreach related to service and fare changes and system development. The stops and stations team works to keep up the appearance of our bus stops and transit centers and provide informational signage at stops. Omnitrans utilizes an advertising agency to provide advertising and design services including creative development, graphic design, media buying and webmaster responsibilities. The department director oversees revenue contracts, the advertising agency and serves as the agency's public information officer.



MARKETING GOALS

The primary role of Marketing is to effectively communicate Omnitrans' messages to target audiences in a manner that contributes to the Omnitrans mission. Resources are focused on generating a high level of public awareness in order to attract and retain customers, achieve high customer satisfaction and maintain positive public opinion. Marketing also promotes pre-paid fare media sales and oversees advertising contracts which are important sources of revenue for the agency. Below are four primary goals and key performance indicators for Fiscal Year 2016-17 with comparisons to Fiscal Year 2015-16 targets and year-to-date results through March.

1. INCREASE RIDERSHIP

System Ridership

FY 2017 TARGET	-3.1%
FY 2016 Target	+1.2%
FY 2016 Actual YTD	-11.0%

2. INCREASE REVENUE

Bus Pass Sales Revenue

FY 2017 TARGET	>0.0%
FY 2016 Target	+5.0%
FY 2016 Actual YTD	-2.1%

Advertising Revenue

FY 2017 TARGET	+10%
FY 2016 Target	+15%
FY 2016 Actual YTD	+23%

3. MAINTAIN HIGH CUSTOMER SATISFACTION

Customer Satisfaction (favorable)

FY 2017 TARGET	85%
FY 2016 Target	85%
FY 2016 Actual*	80%

Call Center Efficiency (abandoned calls)

FY 2017 TARGET	<15%
FY 2016 Target	<15%
FY 2016 Actual YTD	18%

4. MAINTAIN HIGH PUBLIC AWARENESS AND POSITIVE OPINION

Public Awareness

FY 2017 TARGET	90%
FY 2016 Target	90%
FY 2016 Actual**	91%

Outreach Activities

FY 2017 TARGET	+5%
FY 2016 Target	+5%
FY 2016 YTD	0%

Public Opinion (favorable)

FY 2017 TARGET	75%
FY 2016 Target	75%
FY 2016 Actual**	76%

Media Coverage (favorable)

FY 2017 TARGET	66%
FY 2016 Target	66%
FY 2016 YTD	70%

*Customer satisfaction rating from American Bus Benchmarking Group annual survey, conducted in 2015.

**Public awareness and public opinion data from Inland Empire Annual Survey 2015.

MARKETING STRATEGIES

Marketing strategies and the tactics planned to implement them are the heart of the marketing plan. Below are the key strategies Omnitrans will employ in the 2016-2017 Fiscal Year. Each strategy is grouped with the strategic goal it is designed to achieve.

GOAL 1: INCREASE RIDERSHIP

Strategy: Promote express service

- Develop launch campaign for Yucaipa/Redlands freeway route; include other express routes
- Ongoing advertising and outreach for sbX green line service to build awareness and use

Strategy: Promote local bus service to core market

- Utilize recurring advertising schedule to maintain/improve overall awareness
- Promote key destinations to generate additional trips from existing riders
- Deliver advertising messages primarily via local radio, cable television, direct mail, online, print and outdoor media to reach core market

Strategy: Promote OmniGo services in communities served

- Partner with Greater Ontario Convention & Visitor Bureau, hotels, and entertainment venues to develop and then promote new Ontario route
- Advertise existing routes to maintain awareness and attract new riders
- Partner with senior facilities and schools to increase awareness and use
- Participate in community events to increase awareness of service

Strategy: Market to high school and college students

- Promote GoSmart program at partner schools to increase use
- Attain successful referendums at community colleges to continue program
- Market to high schools/students through free trial and travel training programs
- Promote discounted youth bus pass options
- Expand use of targeted digital advertising to reach student market

Strategy: Market to Hispanic and Spanish-speaking market segment

- Develop Hispanic-focused and Spanish-language advertising campaigns
- Provide Spanish translation in printed schedules, brochures and website
- Increase participation in Hispanic-focused community events

Strategy: Market to senior citizens and persons with disabilities

- Work closely with VTrans/Omnitrans Special Services Department to promote mobility options for senior citizens, persons with disabilities and persons of low income
- Conduct outreach through senior centers/groups, and social service organizations
- Develop promotions specifically for senior and disabled markets; promote reduced fare
- Provide travel training for seniors and persons with disabilities

Strategy: Market to military Veterans

- Conduct outreach through Veteran facilities and organizations
- Develop promotions specifically for Veteran market
- Promote discounted Veteran fare

Strategy: Market to commuters through corporate outreach programs

- Utilize e-marketing and events to reach large employers
- Promote GoSmart program for Loma Linda University Health System employees
- Pitch GoSmart program as an option for other large employers
- Develop specialized promotions directed at commuter market including travel training
- Create incentives for employers to promote transit use

Strategy: Utilize marketing research to guide decisions

- Participate in annual ABBG customer service survey
- Participate in Inland Empire Annual Survey
- Conduct sbX before and after study survey
- Conduct intercept or online customer surveys on selected topics

Strategy: Analyze ridership and pass sales data

- Evaluate overall ridership trends and by customer segment
- Track sales and usage of bus passes to determine trends and opportunities

GOAL 2: INCREASE REVENUE

Strategy: Promote prepaid fares

- Promote pass sales at San Bernardino Transit Center
- Promote online, ticket vending machine, and retail outlet bus pass sales
- Target potential retail partners to become pass outlets to increase sales
- Promote fare media values in marketing materials
- Explore new fare collection technology such as mobile ticketing

Strategy: Increase advertising revenue

- Ensure that existing advertising revenue contracts deliver maximum revenue potential through effective contract management
- Promote interior bus card advertising program to increase revenue
- Research ways to generate advertising revenue on agency assets such as fleets, facilities

Strategy: Leverage San Bernardino Transit Center

- Explore joint development opportunities on Omnitrans-owned property at San Bernardino Transit Center at E Street and Rialto Avenue in San Bernardino
- Explore other possible revenue opportunities for San Bernardino Transit Center

GOAL 3: MAINTAIN HIGH CUSTOMER SATISFACTION

Strategy: Improve customer communications

- Maintain mobile-friendly agency website, www.omnitrans.org, and mobile app
- Provide links to transportation network companies (Uber, Lyft) for first/last mile solutions.
- Expand and enhance social media, and e-marketing communications
- Maintain call center efficiency to maximize calls answered
- Utilize on board audio announcements to inform and educate customers

MARKETING PLAN 2016-2017

- Provide communications for limited English proficiency (LEP) populations
- Utilize bus book, brochures, newsletters, posters and bus cards to inform customers

Strategy: Enhance passenger amenities at stops and stations

- Maintain cleanliness and safety of local bus stops, sbX stations, SB Transit Center
- Provide updated passenger information at stops, shelters and transit centers
- Develop and install enhanced bus shelters at key locations

Strategy: Implement customer education campaigns

- Develop campaign to promote system safety and security
- Provide how-to materials on system features such as bike racks, Wi-Fi, wheelchair securements, NexTrip bus arrival information system
- Create messages and materials to promote positive customer behavior
- Partner with local school district or college to create education campaign

Strategy: Promote a customer service culture at Omnitrans

- Continue employee recognition programs for positive customer service behavior
- Promote employee bus ride program to increase understanding of customer experience
- Provide internal customer service training through videos, articles, and presentations
- Implement customer appreciation activities

GOAL 4: MAINTAIN HIGH PUBLIC AWARENESS, POSITIVE OPINION

Strategy: Expand community outreach and partnerships

- Expand participation in and sponsorship of community events
- Continue partnerships with local minor league sports teams
- Utilize travel training bus and video in outreach to target groups
- Utilize agency mascot and vintage bus at community events
- Engage the community during the final design of West Valley Connector project

Strategy: Effective public relations practices

- Deliver key messages to target groups including stakeholders and general public
- Produce positive news releases and related coverage each month
- Respond to media inquiries in a timely manner
- Provide media communication training for key staff

Strategy: Positive communications and partnerships with community stakeholders

- Continue e-newsletters to inform community leaders and decision makers
- Enhance partnerships with key organizations such as VetLink, American Lung Association, Veterans Affairs, cities, chambers, school districts, etc.
- Maintain awareness of key agency projects such as West Valley Connector project
- Presentations at city councils of member cities, local service and business organizations, etc. as requested
- Promote transit benefits through participation in national or regional events such as Dump the Pump Day, Earth Day, Bike to Work Week, Rideshare Week, etc.



OmniTrans

**2016
2017**

MARKETING PLAN

WENDY WILLIAMS

DIRECTOR OF MARKETING & PLANNING

JUNE 1, 2016



Marketing Plan

Market Analysis (KPIs)

- **Public Awareness**
 - 91% know Omnitrans brand
- **Public Opinion**
 - 76% positive
- **Customer Satisfaction**
 - ABBG: 80% positive
 - SBTC: 88% satisfaction
 - 92% feel safe at SBTC
 - 92% better than 4th/F

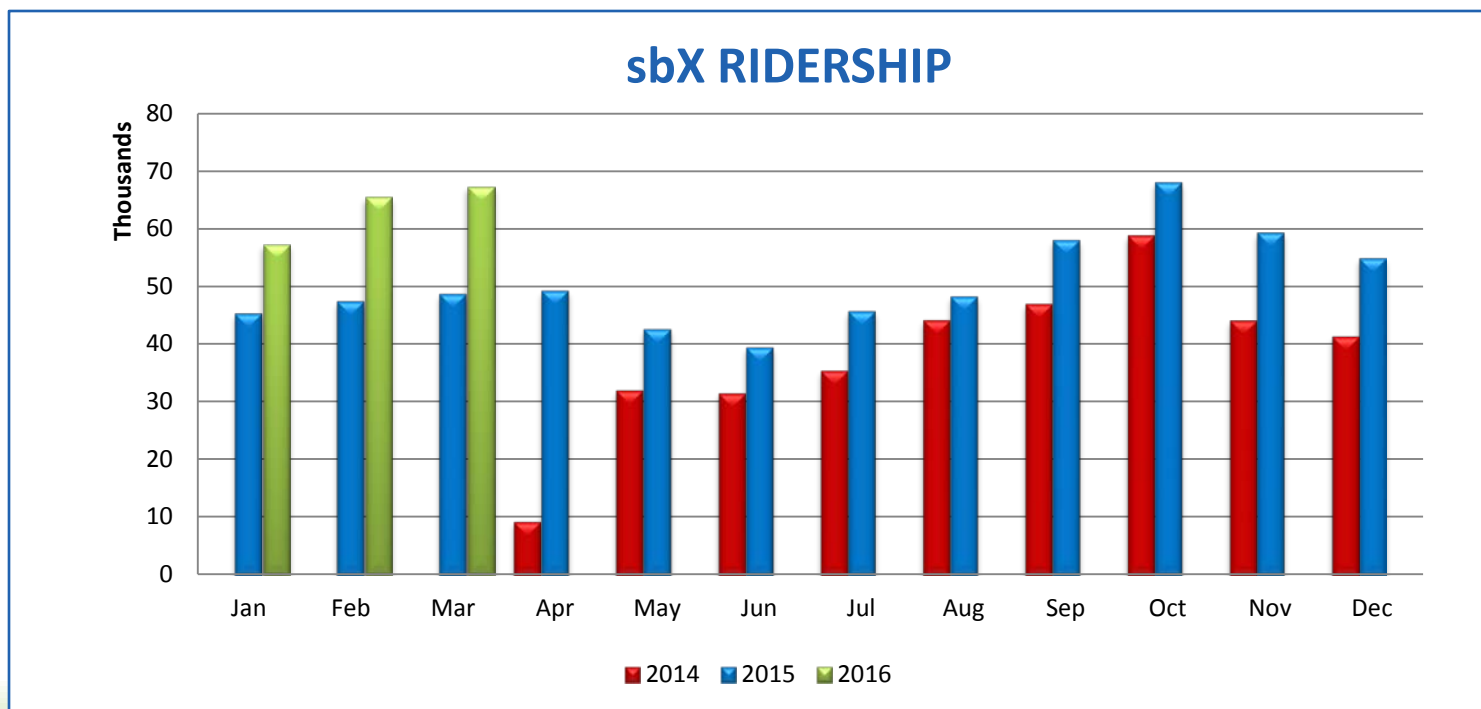


Marketing Plan

Market Analysis (KPIs)

Ridership: -11% YTD

- sbX +27% YTD





Marketing Plan

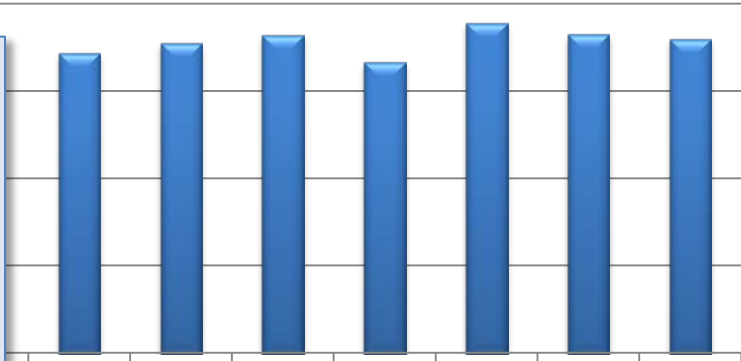
Market Analysis (KPIs)

Ridership: -11% YTD

- sbX +27% YTD
- Route 290 Freeway Express
- Veterans Fare

VETERANS FARE TRIPS

16,000



Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Veterans: 5.8% of population
Projected: 0.3% of trips
Actual: 1.2% (159,753)
S&D + Vet Category: +0.4%

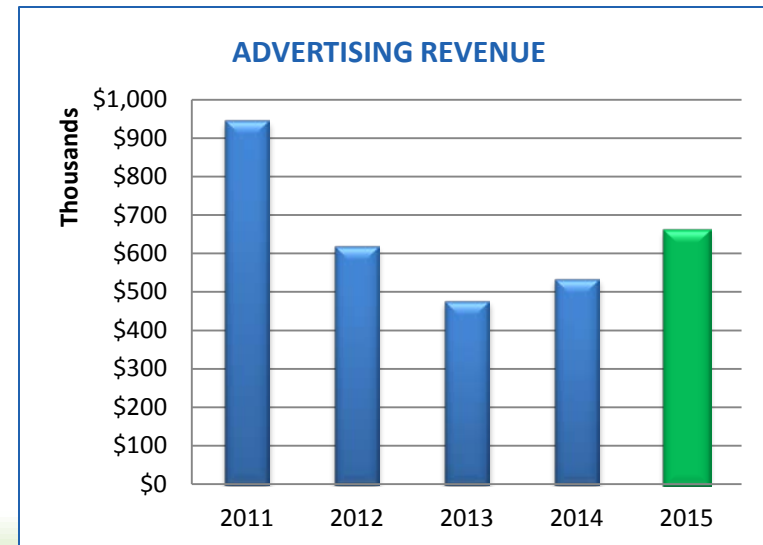


Marketing Plan

Market Analysis (KPIs)

Ridership: -11% YTD

- sbX +27% YTD
- Route 290 Freeway Express
- Veterans Fare
- Revenue
 - Pass Sales: -2%
 - Advertising Revenue: +23%





Marketing Plan

Increase Ridership

Exceed projected -3.1% system wide decline

Increase Revenue

>0.0% Pass Sales; +10% Advertising

Maintain High Customer Satisfaction

85% customer satisfaction rating

<15% lost calls in call center

Maintain High Awareness/Public Opinion

>90% public awareness; >75% positive opinion

+5% in outreach; positive media 66% share

Marketing Plan

Increase Ridership

- Promote express services (Freeway, sbX)
- Market to core and niche markets
 - Students, seniors, commuters, Vets, Spanish
 - Expand digital advertising
- Promote OmniGo
 - Pilot Ontario Route
- Research, Data
 - sbX Survey



Marketing Plan

Increase Revenue

- Promote prepaid fares
 - SBTC sales
 - Explore new fare payment technology
- Increase Advertising Revenue
- Leverage SB Transit Center



Marketing Plan

Maintain Customer Satisfaction

- Improve customer communications
 - Mobile-friendly website, TNC links
- Enhance passenger amenities
- Customer service culture
- Customer education campaigns
 - Safety/Security, Courtesy
 - How-To: NexTrip, bike racks, Wi-Fi



NexTrip Real time arrival info

TEXT Message Text to
"omni 0080" to 41411

www.omnitrans.org

1-800-966-6428

STOP # 0080
PARADA #

Arriving
3 min
13 min

**Check the sign to
connect on time.**

Text, click, call or scan for
instant arrival times.
CLICK FOR MORE INFORMATION

NexTrip
Your Real Time Ride Guide.

Marketing Plan

Maintain Awareness/Public Opinion

- Community outreach
 - Events, sponsorships, partnerships
 - Travel training, Vtrans/STS Dept.
 - West Valley Connector
- Effective public relations
- Stakeholder outreach, communications





Marketing Plan

Thank You!

ITEM # _____ F3

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

**SUBJECT: APPROVE AGREEMENT NO. 16-1001458
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY –
MEASURE I CONSOLIDATED TRANSPORTATION SERVICES AGENCY
FUNDS**

FORM MOTION

Approve Agreement No. 16-1001458, in substantially the form attached, with the San Bernardino County Transportation Authority (SANBAG), allocating Measure I Consolidated Transportation Services Agency (CTSA) funds to Omnitrans for operations of a CTSA to provide for the coordination of transit services for seniors and persons with disabilities

BACKGROUND

On February 3, 2016, the Omnitrans Board of Directors approved Agreement No. 16-1001458 with San Bernardino County Transportation Authority (SANBAG), , allocating Measure I CTSA funds to Omnitrans for operations of a CTSA for a five-year term

As Omnitrans and VTrans began to work through details of transition of VTrans to Omnitrans, it became apparent that modifications to the terms of the funding agreement were necessary before Measure I funds could be transferred to Omnitrans.

- Language has been added that will allow Omnitrans to transfer Measure I CTSA Funds to the General Fund for administrative overhead that has been verified and approved by the Federal Transit Administration. Currently, that rate is 3.27% of the Measure I Funds, or about \$81,000 annually
- Terms have been added concerning the CTSA Funds and capital assets that have been purchased with CTSA funds that are returned from VTrans to SANBAG and how those will be transferred to Omnitrans
- As a condition of being designated a CTSA, SANBAG requires Omnitrans to maintain in full force insurance with acceptable terms and conditions through the entire term of the Agreement. SANBAG also requires all policies except Worker's Compensation to contain SANBAG and all of its associated entities and capacities as

additional covered parties based on specific terms in the Agreement. The insurance language on page 6 of the Agreement was revised to reflect Omnitrans' current liability and physical damage coverage provided by the California Transit Insurance Pool (CalTIP) to its members.

CONCLUSION

Once approved by the Omnitrans Board of Directors, the agreement will be presented to the SANBAG Board of Directors in June for approval. Once approved by SANBAG, Omnitrans will be able to receive Measure I funds from SANBAG for the operation of the CTSA as provided for in the Agreement.

PSG

CONTRACT NO. 16-1001458

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
OMNITRANS**

**Funding Operation of a consolidated transportation services agency to provide for the
coordination of transit services for seniors and persons with disabilities**

This Contract is made by and between San Bernardino County Transportation Authority ("SANBAG"), and Omnitrans, for itself and (~~"Omnitrans"~~) as Administrative Agent on behalf of Valley Transportation Services (VTrans).

RECITALS

WHEREAS, in 2004, SANBAG adopted and the voters of San Bernardino County approved Ordinance No. 04-01 (Measure I) that provided for the imposition of a one-half of one percent retail transactions and use tax in San Bernardino County from April 1, 2010, to March 31, 2040, for transportation purposes;

WHEREAS, Measure I, which may be amended in accordance with its terms, currently provides that 8% of Measure I revenue generated in the San Bernardino Valley subarea (Valley Measure I) shall fund Senior and Disabled Transit Service, and that included in this amount at least 2% of Valley Measure I revenue shall provide funding for a Valley Consolidated Transit Services Agency (CTSA); and

WHEREAS, on November 4, 2015, the San Bernardino County Transportation Commission approved Resolution 16-005 designating Omnitrans as a CTSA for the San Bernardino Valley.

WHEREAS, on May 4, 2016, Valley Transportation Services, a Consolidated Transportation Services Agency (VTrans) and Omnitrans entered into an Agreement to provide VTrans with various administrative, financial, and clerical services for its established programs.

NOW, THEREFORE, in consideration of the mutual promises below, the Parties agree as follows:

- 1. Purpose.** The purpose of this Contract is to provide for the allocation by SANBAG of Valley Measure I revenue for Ongoing Annual CTSA Programs (as defined below) to be administered by Omnitrans as Administrative Agent for VTrans and itself and to be expended by Omnitrans in accordance with the terms of this Contract and Measure I (as defined below).
- 2. Definitions.** As used in this Contract, the following terms shall have the following meanings:

- a. “Measure I” means San Bernardino County Transportation Authority Ordinance No. 04-01, as approved by the voters of San Bernardino County in 2004, which provides for the continued imposition of a one-half of one-percent (0.5%) retail transactions and use tax for local transportation purposes for thirty years, and the Transportation Expenditure Plan and Schedules attached to and incorporated into Ordinance No. 04-01, as it may be amended from time to time in accordance with its own terms.
- b. “Measure I CTSA funds” means at least 2% of Valley Measure I revenues provided by SANBAG to a Valley CTSA for the CTSA purposes set forth in the Strategic Plan—Policy 40009.
- c. “Ongoing Annual CTSA Programs” means the Valley Senior and Disabled Transit (VSDT) Programs set forth in Strategic Plan—Policy 40009, that are funded with Measure I CTSA funds.
- d. “Qualified Expenditures” means those expenditures of Measure I CTSA funds for Ongoing Annual CTSA Programs consistent with all of the following: Measure I, the Strategic Plan, SANBAG’s approved guidelines for the use of Measure I funds, Omnitrans and ~~Omnitrans’ VTrans~~’ Short Range Transit Plans, and Omnitrans and ~~Omnitrans’ VTrans~~’ current annual budgets. Subject to the required approvals under Section 3 below, these expenditures may include the operation costs, which shall include a cost allocation for administrative services at the percentage approved by the Federal Transit Administration, and the capital needs of Omnitrans and ~~Omnitrans’ VTrans~~’ CTSA functions, including possible use as matching funds for capital purposes, cost-sharing agreements with other organizations for the provision of senior and disabled transportation services or other support of senior and disabled transportation functions of partner organizations.
- e. “Strategic Plan” means the Measure I 2010-2040 Strategic Plan as amended by SANBAG from time to time.
- f. “Valley Measure I revenue” means Measure I revenue collected from the San Bernardino Valley subarea as such subarea is defined in Measure I.

3. Revenue Allocation and Disbursement

- a. SANBAG shall allocate future Measure I CTSA Funds to Omnitrans -and existing funds already allocated to VTrans will be administered by Omnitrans as Administrative Agent for the operation of the CTSAs for the term of this Contract.
- b. (1) In the case that Measure I CTSA Funds are returned to SANBAG by VTrans,

Comment [AZ1]: We removed the word future because then it becomes unclear when we will start doing this

SANBAG shall transfer those funds to Omnitrans within ten (10) days of receipt of such funds.

(2) In the case that capital assets purchased with CTSA Funds are returned to SANBAG by VTrans, SANBAG shall notify Omnitrans of those capital assets and transfer those capital assets as requested by Omnitrans to Omnitrans.

(3) By March of every year, SANBAG shall provide an estimate of the amount of Measure I CTSA Funds to be allocated to Omnitrans ~~as Administrative Agent~~ for the next fiscal year starting July 1st for use by Omnitrans in budgeting. SANBAG shall have no liability or responsibility for the accuracy of the estimate. If the actual amount of Measure I CTSA Funds received in any fiscal year is less than the amount projected by SANBAG, SANBAG ~~will notify Omnitrans promptly to allow maximum time shall incur no liability to provide any additional funds to Omnitrans. Omnitrans shall bear full responsibility~~ to adjust operating plans and/or expenditures to address the difference between projections and actual receipts, ~~and SANBAG shall incur no liability to provide any additional funds to Omnitrans.~~

Comment [AZ2]: This statement should remain.

Comment [AZ3]: Per Eileen Tiechert 3/16/16

(42) Except as otherwise provided herein, Measure I CTSA Funds shall be conveyed ~~to~~ monthly as a pass-through from SANBAG to Omnitrans ~~as Administrative Agent~~ based on actual Valley Measure I revenue received. The pass-through payments shall equal 2% of the actual amount of Valley Measure I revenue received from the California State Board of Equalization (BOE) after deduction of a pro-rata share of the costs of collection, including the BOE's fees, and are subject to revenue corrections or adjustments as determined by the State. In no event shall Omnitrans ~~as Administrative Agent~~ be entitled to receive any Measure I CTSA Funds until after actual receipt by SANBAG.

(53) In the event that Measure I CTSA Funds exceeding the amounts required under the Measure I are provided to Omnitrans ~~as Administrative Agent~~ in error, SANBAG shall notify Omnitrans in writing of the error. Within 30 days of such notice, Omnitrans ~~as Administrative Agent~~ shall return such funds to SANBAG, or at SANBAG's sole discretion, or in the event Omnitrans ~~as Administrative Agent~~ fails to promptly return such funds after such notice, the amount of any overpayment may be deducted and withheld from one or more future payments to Omnitrans ~~as Administrative Agent~~.

- c. Omnitrans for itself and as Administrative Agent for VTrans, agrees that Measure I CTSA Funds disbursed by SANBAG to Omnitrans or held by Omnitrans -as Administrative Agent shall be used or spent only for Qualified Expenditures.
- d. Prior to SANBAG's disbursement of Measure I CTSA Funds, Omnitrans as Administrative Agent will adopt a Short Range Transit Plan. It shall continue to be updated every two years and submitted to SANBAG for review and approval of the

CTSA proposed budget and projects prior to the commencement of the next fiscal year. Not less than 60 days prior to the beginning of each fiscal year, Omnitrans ~~as Administrative Agent~~ shall submit to SANBAG its annual budget for CTSA services. SANBAG staff will review the use of Measure I revenue in the ~~Omnitrans B~~ budget for consistency with the latest approved Short Range Transit Plan, the Measure I Strategic Plan, and Measure I, and make a recommendation to the SANBAG Board of Directors concerning approval or disapproval. In the event that SANBAG staff determines that the budget is not consistent with the aforementioned documents, notice shall be given to Omnitrans ~~as Administrative Agent~~ in order to allow Omnitrans ~~as Administrative Agent~~ the opportunity to amend the budget to render it consistent. Failure to obtain SANBAG Board of Directors' approval of the budget shall be a material breach of this Contract. Any amendments to the budget during the fiscal year and involving the change in use of Measure I funds as outlined in the original budget shall be provided to SANBAG within 30 days of approval by the ~~Omnitrans V~~ Trans ~~respect~~ ive Board of Directors and subject to the same review and approval process. Changes to the budget involving only revenue sources other than Measure I CTSA Funds are not subject to this provision and shall not be the basis for a denial of approval by SANBAG's Board of Directors. In the event that Omnitrans ~~as Administrative Agent~~ for itself or as Administrative Agent fails to comply with the requirements of this paragraph or expends any Measure I CTSA Funds in any manner inconsistent with this Contract, SANBAG may withhold future funds until compliance is fully reinstated and demand repayment of any amounts improperly expended, which shall be repaid within thirty (30) days of such demand. Failure to make full and timely repayment and/or to fully reinstate compliance shall be a material breach of this Contract.

- e. Omnitrans ~~as Administrative Agent~~ shall, at all times, segregate all Measure I CTSA Funds received from SANBAG and hold them in a separate, dedicated account, except for the cost allocation, which shall be transferred to the Omnitrans general fund. Interest earned on the funds held in such segregated account shall be retained in the segregated account and used by Omnitrans ~~as Administrative Agent~~ only on Qualified Expenditures.

- 4. **Reporting and Performance Review.** Omnitrans for itself and as Administrative Agent shall submit to SANBAG on the first of every month the form attached to this Contract as Exhibit "A" reporting on the prior month's activities and expenditures. At any time during the term of this Contract, and from time to time, Omnitrans ~~as Administrative Agent~~ shall provide such information and documents as the SANBAG Executive Director or designee (Executive Director) may request in order to conduct an evaluation of Omnitrans' ~~Administrative Agent~~ performance in meeting the goals, objectives and purposes of the Ongoing Annual CTSA Programs. As part of such evaluation, the Executive Director may review the audits, along with the levels of expenditures of Measure I revenue made in prior fiscal years and projected for the upcoming fiscal year, and the amount of Measure I funds being held unexpended by

Omnitrans ~~as Administrative Agent~~. The Executive Director shall provide his or her findings to Omnitrans ~~as Administrative Agent~~ in writing. A substantial failure to meet such goals, objectives and purposes, or an excessive or unreasonable accumulation of unexpended Measure I revenue thus hindering the Ongoing Annual CTSA Programs shall be a material breach of this Contract and, in addition, may result in SANBAG withdrawing certification of Omnitrans as ~~Administrative Agent for~~ the CTSA and designation of another agency in that role. Decertification shall take place only after Omnitrans ~~as Administrative Agent~~ has been afforded not less than 60 days' notice and an opportunity to present evidence and be heard in a public hearing before the SANBAG Board of Directors. The finding of the SANBAG Board shall be final.

5. **Audits.** Annual audits of Omnitrans' use of the Measure I CTSA Funds ~~as Administrative Agent and separate CTSA~~ -will be performed by an independent auditor contracted through SANBAG at SANBAG's expense. Omnitrans ~~as Administrative Agent~~ agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) and to segregate and separately account for Measure I CTSA Funds received and expended and to provide those records for review by SANBAG or its designee for audit purposes. Any expenditure of Measure I CTSA Funds by Omnitrans ~~as Administrative Agent~~ that is determined to be unallowable is subject to repayment by Omnitrans ~~as Administrative Agent~~ to SANBAG. Disallowed amounts must be reimbursed to SANBAG within sixty (60) days unless SANBAG approves in writing an alternative repayment plan. Failure to fully or timely repay such amounts in accordance with this Section shall be a material breach of this Contract.
6. **Record Retention.** Omnitrans ~~for itself and- as Administrative Agent~~ shall provide SANBAG, or other authorized representatives or agents of SANBAG, access to Omnitrans' records ~~as Administrative Agent~~ which are directly related to this Contract for the purpose of inspection, auditing or copying. Omnitrans ~~as Administrative Agent~~ shall maintain each fiscal year's records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of four (4) years from the date of each fiscal year's final payment by SANBAG, except in the event of litigation or settlement of claims arising out of this Contract in which case Omnitrans ~~as Administrative Agent~~ agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. Omnitrans ~~as Administrative Agent~~ shall allow SANBAG or its representatives of agents to reproduce any materials upon request. This Section applies to all subcontractors at any tier that are performing work under this Contract.
7. **Signs.**
 - a. Vehicles purchased or operated with Measure I funds shall display signs clearly visible to riders indicating the vehicle is funded through Measure I funding.

- b. Signage must conform with approved Measure I signage and be approved by the SANBAG Executive Director.
- c. Capital projects constructed by Omnitrans ~~as Administrative Agent~~ using Measure I funds shall also have Measure I signage approved by the SANBAG Executive Director.
8. **Term.** The term of this Contract shall end on ~~November 4, 2020~~, unless extended by further written agreement or terminated in accordance with Section 9 below.
9. **Termination.** Should SANBAG determine that Omnitrans ~~as Administrative Agent~~ has violated a material provision of this Contract, it shall have the right to serve on Omnitrans ~~as Administrative Agent~~ a notice of default and intention to terminate the Contract. Upon receipt of such notice to terminate, Omnitrans ~~as Administrative Agent~~ shall have 30 days in which to cure the stated violation(s) and to provide to SANBAG sufficient evidence that the violations have been cured. If after 30 days after the notice has been served on Omnitrans ~~as Administrative Agent~~, Omnitrans ~~as Administrative Agent~~ has not cured and has not provided sufficient evidence of such to SANBAG, SANBAG may stop making payments under the Contract, terminate the Contract, and/or revoke the Omnitrans ~~as Administrative Agent~~ designation as the CTSA for the San Bernardino Valley. Should Omnitrans be dissolved, or should SANBAG elect to terminate the Contract or revoke Omnitrans' designation as ~~Administrative Agent for~~ the CTSA for the San Bernardino Valley, any unobligated Measure I funds held by Omnitrans ~~as Administrative Agent~~ at that time shall be returned to SANBAG.
10. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Omnitrans ~~for itself and as Administrative Agent~~ agrees to save, indemnify, defend, and hold harmless SANBAG and its respective officers, employees, volunteers, contractors and agents, from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of this Contract, the performance of this Contract, or out of the acts or omissions of Omnitrans ~~as Administrative Agent~~ or any of its officers, employees, volunteers, contractors or agents in carrying out the design, construction, operation, maintenance or use any of Omnitrans ~~as Administrative Agent~~ operations, projects, activities, programs, vehicles, properties or facilities of any nature. The indemnification obligation of Omnitrans ~~as Administrative Agent~~ hereunder does not apply to claims, actions, losses, damages, and/or liability arising out of SANBAG's sole negligence or "willful misconduct" within the meaning of Civil Code Section 2782.
11. **Insurance.** Omnitrans ~~for itself and as Administrative Agent~~ shall, at its sole expense, procure and maintain in full force insurance with carriers and with terms and conditions acceptable to SANBAG through the entire term of this Contract. ~~Omnitrans as Administrative~~

Comment [ET4]: Insurance provisions are not updated with current language, because it is anticipated that Omnitrans will have comments on this Section to make the insurance requirements consistent with their insurance coverages.

AZ: updated with Omnitrans' edits sent 4/26/16.
New since last review – changes to General liability and Additional Insured sections

Agent for VTrans will ensure that VTrans' coverage remains the same as currently existing until February 28, 2017. The policies shall be written by a carrier authorized to do business in the State of California ~~with a recent A.M. Best rating of A-VII or better,~~ and shall be written ~~with a least~~ to include the following ~~limits of liability:~~

- Workers' Compensation – Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability ~~with-~~ ~~\$1,000,000 per occurrence~~ covering all persons providing labor or services on behalf of Omnitrans for itself and as Administrative Agent and all risks to such persons under this Contract.
- Employer's Liability – Employer's Liability insurance shall be provided in an amount equal to or greater than existing levels of insurance coverage ~~Omnitrans maintains on its current operations. include coverage in the amount of \$1,000,000 for Bodily injury per accident, a policy limit of \$1,000,000 Bodily Injury by Disease and \$1,000,000 Bodily Injury by Disease for each employee.~~
- Commercial General Liability - ~~Commercial General Liability insurance shall include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. Also included shall be \$1,000,000 in the aggregate for Personal/Advertising, \$100,000 for Damages to Rented Premises and \$10,000 for Medical Expenses. For products and completed operations a \$2,000,000 aggregate shall be provided. Commercial General Liability insurance shall be primary and non contributory with any insurance carried or administered by SANBAG. Liability insurance shall include coverage of the Ultimate Net Loss (as defined in CalTIP's Memorandum of Liability Coverage for Omnitrans) Omnitrans is legally obligated to pay as damages by reason of liability imposed by law, or assumed by contract because of: (1) Bodily Injury, (2) Property Damage, (3) Personal Injury, and (4) Public Officials Errors and Omissions, in an amount limited to a \$10,000,000 Ultimate Net Loss for each Occurrence for damages caused by, or arising out of an Occurrence.~~
- Automobile Liability - ~~s~~Shall be provided in an amount equal to or greater than existing levels of insurance coverage ~~Omnitrans maintains on its current operations. To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit.~~
- Excess -Liability - ~~s~~Shall be provided in an amount equal to or greater than

~~existing levels of insurance coverage Omnitrans maintains on its current operations. To include \$5,000,000 per occurrence and \$5,000,000 in the aggregate.~~

Omnitrans ~~for itself and as Administrative Agent~~ shall furnish SANBAG with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, Omnitrans ~~as Administrative Agent~~ will provide SANBAG thirty (30) days prior written notice of cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium Omnitrans ~~as Administrative Agent~~ will provide SANBAG ten (10) days written notice. Omnitrans ~~as Administrative Agent~~ shall maintain such insurance for the entire term of this Contract. The certificate(s) of insurance are to include the Contract number and Project Manager's name on the face of the certificate(s) and shall be submitted directly to SANBAG's Procurement Manager.

Additional Insured – All policies, except for Worker's Compensation, shall contain endorsements naming San Bernardino Associated Governments and all of its associated entities and capacities as additional covered parties based on specific terms in the contract. Omnitrans' current insurer California Transit Insurance Pool (CalTIP) needs to provide input into those specified terms to ensure that risk has been properly addressed and that the additional covered party language is consistent with the CalTIP coverage, limits, etc. CalTIP will not issue an additional covered party endorsement without an executed contract and, in some cases, will not or cannot issue an endorsement depending on the terms of the contract/agreement.

CalTIP will need to continue to provide input into the terms especially if an additional covered party endorsement is being requested. Once an agreement is finalized, an additional covered party endorsement would be issued based on the terms of that agreement.

~~All policies, except for Worker's Compensation, shall contain endorsements naming San Bernardino Associated Governments and all of its associated entities and capacities, including the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino Congestion Management Agency, San Bernardino County Service Authority for Freeway Emergencies and their officers, employees, contractors, agents, and volunteers as additional insured parties. The additional insured endorsements shall not limit the scope of coverage for SANBAG to vicarious liability but shall allow coverage for SANBAG to the full extent provided by the policy.~~

12. **Incorporation of Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
13. **Notices.** All notices and demands shall be given in writing either by personal service

or by registered or certified mail, postage prepaid, and return receipt requested, or by facsimile transmission with a confirmation copy to be sent by mail. Any such notice shall be effective as of the date it is transmitted and mailed or delivered, if transmitted by facsimile transmission on or before 5:00 p.m., Pacific Time, or on the following day if transmitted after 5:00p.m., Pacific Time. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

To SANBAG: Executive Director
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, CA ~~California~~ 92410

To Omnitrans: CEO/General Manager
 1700 West Fifth Street
 San Bernardino, CA 92411

14. **Assignment.** Omnitrans itself and acting as Administrative Agent may not assign or transfer this Contract or any of the rights under it without the prior written consent of SANBAG in SANBAG's sole discretion.
15. **Attorney Fees.** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees.
16. **Waivers.** No waiver of any breach of any covenant or provision in this Contract shall be deemed a waiver of any breach of any other covenant or provision in this Contract or of the same covenant or provision at a later time, and no waiver shall be valid unless in writing and executed by the waiving party.
17. **Construction.** Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Contract. The singular form shall include the plural and vice versa. This Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Contract.
18. **Integration.** This Contract contains the entire agreement between the parties and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the Contract.
19. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together will constitute one and the same instrument.

20. **Exhibits.** Exhibit A is incorporated into this Contract by this reference.
21. **Amendment.** This Contract may not be amended or altered except by a written instrument executed by the parties to this Contract.
22. **Partial Invalidity.** Any provision of this Contract that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Contract shall be of no effect, but all the remaining provisions of this Contract shall remain in full force.
23. **Authority of Parties.** All persons executing this Contract on behalf of any party to this Contract warrant that they have the authority to execute this Contract on behalf of that party.
24. **Governing Law.** The validity, meaning, and effect of this Contract shall be determined in accordance with California laws.
25. **Effective Date.** The Effective Date of this Contract is the date of execution by SANBAG.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Contract to be executed below.

OMNITRANS

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____	By: _____
<u>Sam Spagnolo</u>	<u>Ryan McEachron</u>
<u>Board Chair</u>	<u>Board President</u>

Date: _____	Date: _____
_____	_____

<u>APPROVED TO FORM</u>	<u>APPROVED TO FORM</u>
-------------------------	-------------------------

By: _____	By: _____
<u>Carol Greene</u>	<u>Eileen Monaghan Teichert</u>
<u>Legal Counsel to Omnitrans</u>	<u>General Counsel</u>

Date: _____	Date: _____
_____	_____

CONCURRENCE

By: _____	
<u>Jeffery Hill</u>	
<u>Procurement Manager</u>	

By: _____	By: _____
_____	_____

Date: _____	Date: _____
_____	_____

<u>APPROVED TO FORM</u>	<u>APPROVED TO FORM</u>
-------------------------	-------------------------

By: _____	By: _____
<u>Carol Greene</u>	<u>Eileen Monaghan Teichert</u>

Date: _____ Date: _____

CONCURRENCE

By _____
Jeffery Hill
Procurement Manager

Exhibit "A" - Monthly Financial Reporting Format

Quantitative Monthly Reporting

Fiscal Year MONTHLY REPORT

OPERATOR: Omnitrans

PROJECT NAME: CTSA Activities

INPUT ONLY

Information reported shall be for this project only.

	Year 1 Goal	Month			Qtr 1 Total	Month			Qtr 2 Total	Month			Qtr 3 Total	Month			Qtr 4 Total	FY 15/16 YTD Total
		Jul-15	Aug-15	Sep-15		Oct-15	Nov-15	Dec-15		Jan-16	Feb-16	Mar-16		04/01/201	May-16	Jun-16		
OPERATING DATA																		
1. Total One-Way Passenger Trips (report for this project only)																		
1a. Seniors									0				0				0	0
1b. Disabled									0				0				0	0
1c. Low-Income									0				0				0	0
1d. Others-veterans									0				0				0	0
Total Passenger Trips (sum of 1a thru 1d)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2. Total Unique Persons Served per Period (all modes)																		
2a. Seniors																		
2b. Disabled																		
2c. Low-Income																		
2d. Others																		
Total Persons served (sum of 2a thru 2d)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Of the above (2), how many military service personnel or veterans were served?																		
3. Total Project Vehicle Service Hours																		
4. Total Project Vehicle Service Miles					0				0				0				0	0
OTHER OPERATING DATA																		
5. Number of vouchers distributed																		
5a. One-way trips supported by vouchers (est.)					0				0				0				0	0
5b. Unique persons receiving vouchers (est.)					0				0				0				0	0
5c. Number of agencies participating in voucher program					0				0				0				0	0
6. Miles reimbursed per Period																		
6a. One-way trips supported					0				0				0				0	0
6b. Unique persons traveling on mileage reimbursement (riders only)					0				0				0				0	0
7. Mobility Mgmt & Travel/Sensitivity Training																		
7a. Unique persons served/trained per period					0				0				0				0	0
7b. Number of mobility or training contacts per period					0				0				0				0	0
7c. Mobility mgmt or travel/sensitivity training hours per period					0				0				0				0	0
FINANCIAL DATA																		
9. Measure I CTSA Funding																		
10. Agency Cash Match																		
11. In Kind Contributions																		
12. TOTAL REVENUE (sum of items 9 thru 11)																		
13. TOTAL OPERATING COST																		
14. Net Expenses (item 12 minus item 13)	0																	
15. Milestone Progress																		
a.									Completed?									Date Completed
b.									YES									
c.									YES									
d.									YES									
Please provide any additional comments that you would like to make. For example, if your "farebox/donations" have increased significantly; and/or if ridership has increased or decreased, we like to know why.																		
16. MUST PROVIDE QUARTERLY: 1. Provide a short quarterly status update of the project. (4-5 sentences) 2. Provide a quarterly quantitative update of the project (i.e. one-way trips provided/supported, unique persons served, persons trained, mobility manager hours, etc.).																		
Qtr1																		
Qtr2																		
Qtr3																		
Qtr4																		
PERFORMANCE MEASURES (formulas: do not enter data)																		
17. Measure I Subsidy per Passenger		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
18. Measure I Subsidy per Person Served		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
19. Measure I Subsidy Per Vehicle Hour		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
20. Measure I Subsidy per Vehicle Mile		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
21. Passengers Per Vehicle Hour		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
22. Passengers Per Vehicle Mile		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
23. Measure I Subsidy per MM/TT Person Served		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
24. Measure I Subsidy per MM/TT Hour		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

ITEM # _____ F4 _____

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT IPMO16-98
sbX E STREET CORRIDOR PUBLIC ADDRESS (PA) SYSTEM**

FORM MOTION

Authorize the CEO/General Manager to award Contract IPMO16-98 to Ford Audio-Video Systems, Inc., of Tulsa, OK, for the provision and installation of integrated Public Address (PA) system along the sbX E Street Corridor in the amount of \$563,875.00, plus a ten percent contingency of \$56,387.50, and a 3.27% CAP in the amount of \$20,282.58, for a total not-to-exceed amount of \$640,545.08.

Contract documents available upon request.

BACKGROUND

This award is for the implementation of a Public Address System for the sbX E Street Corridor Bus Rapid Transit route to allow security personnel to interact via voice announcements (while viewing live video surveillance) to stop or prevent graffiti/illicit activity occurring at the bus stations and park and ride lots. The PA system will integrate with Omnitrans' existing NextBus database to announce bus arrival times, pre-recorded messages, and ad hoc messages.

On February 3, 2016, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB-IPMO16-98 to provide and install integrated Public Address (PA) systems for 23 bus stations and four park and ride lots along the sbX E Street Corridor. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. Three bids were received by the March 3, 2016, deadline and one bid was found to be responsible.

In accordance with FTA Circular 4220.1F, and Omnitrans Procurement Procedure 4050.1, Section 5, awarding a contract in response to a single bid is allowed when an unusual and compelling urgent need will not permit a delay resulting from competitive solicitation for the property or services.

A cost analysis was conducted, and award is recommended to Ford Audio-Video Systems, Inc., for the project. The \$563,875.00 bid from Ford Audio-Video Systems was deemed to be fair and reasonable, and is less than 1% over the Independent Cost Estimate (ICE) of \$559,023.41. Staff confirmed the Contractor's understanding of the scope of work.

This procurement meets the requirements of Omnitrans' Procurement Policies and Procedures.

FUNDING SOURCES

Funding for this contract will be determined from the following sources:

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
LTF	S-1407-28	2014	sbX PA System	X14101022L	\$640,546.00

_____ Verification of Funding Sources and Availability of Funds.
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported - This procurement supports Omnitrans' Short Range Transit Plan goal to deliver safe, reliable, clean, frequent, convenient, comfortable and equitable service.

CONCLUSION

By approving award of this contract, Omnitrans will be able to implement the sbX E Street Corridor Public Address (PA) System.

PSG:JMS:KAM

ITEM # _____ F5 _____

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE CONTRACT AMENDMENT 1
TRAPEZE CONTRACTS ITS16-07, MNT15-153, AND MNT15-184**

FORM MOTION

Authorize the CEO/General Manager to execute Amendment 1 to Sole Source Contract ITS16-07 to Trapeze Software Group, Inc., Cedar Rapids, IA, to upgrade Omnitrans' Onboard Communication System, in the amount of \$507,932, with the option to upgrade Omnitrans' paratransit fleet in the amount of \$87,833, plus a five percent contingency of \$29,788.27, and a 3.27% Cost Allocation Plan (CAP) of \$20,455, for a total not-to-exceed amount of \$646,008;

Authorize the CEO/General Manager to execute Amendment 1 to Sole Source Contract MNT15-153 to reduce the amount of the base agreement by \$9,790.82, and \$7,368.15, should all option years be exercised; and

Authorize the CEO/General Manager to execute Amendment 1 to Sole Source Contract MNT15-184 to reduce the amount of the base agreement by \$65,560.48, and \$49,349.76, should all option years be exercised.

BACKGROUND

On July 1, 2015, Omnitrans' Board of Directors approved award of Sole Source Contract ITS16-07 with Trapeze to provide TransitMaster Hardware Upgrade and Training, to upgrade the legacy Integrated Vehicle Logic Units (IVLU's) Mobile Display Terminal (MDT) equipment with the new VI-IVLU and Touch MDT. The Board also approved two supplemental agreements MNT15-153 and MNT15-184 with Trapeze to provide onboard communication replacement parts for staff to install.

Prior to installation, Omnitrans was notified that the radio and antenna equipment listed in the supplemental agreements were obsolete. This item removes the obsolete equipment and adds the new equipment, installation and training to Contract ITS16-07.

In accordance with FTA Circular 4220.1F, Section VI-17, procurement by noncompetitive proposals may be used when the manufacturer is the sole provider of the items compatible with existing equipment/systems and when the equipment/systems are not interchangeable with similar parts and equipment from other manufacturers. Trapeze Software Group, Inc., is the Original Equipment Manufacturer (OEM), the sole manufacturer and seller of these parts.

A cost analysis was conducted. Price is deemed fair and reasonable as the bid of \$595,765 is within ten percent of the Independent Cost Estimate (ICE) of \$577,298.

This procurement meets the requirements of Omnitrans' Procurement Policies and Procedures.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the IT Department's Capital Budget as follows:

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-90-Z112		ITS Solution – Transit Master	D1422024F	\$516,806
FTA	Prop 1B		ITS Solution – Transit Master	D1422024B	\$129,202
Total					\$646,008

_____ Verification of Funding Sources and Availability of Funds.
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported – Strategic Initiative 2 – New Bus Technology.

CONCLUSION

By proceeding with this award, Omnitrans will have the ability to provide safe public transportation.

PSG:JMS:KT

**AMENDMENT 1
TO CONTRACT ITS16-07**

BETWEEN

OMNITRANS

AND

TRAPEZE SOFTWARE GROUP, INC.

TransitMaster Hardware Upgrade and Training

This Contract Amendment, effective _____ is entered into by and between Omnitrans (hereinafter called “Omnitrans”) and Commercial Cleaning Services, Inc. (hereinafter called “Contractor”).

RECITALS

WHEREAS:

- I. Omnitrans and Contractor have entered into Contract ITS16-07 on July 7, 2015 and;
- II. Omnitrans and Contractor hereby agree to amend the Contract under Amendment 1 to update recitals, add the Onboard Communication System Upgrade and Additional Integration, and increase the contract amount by \$507,932 for a new not-to-exceed amount of \$2,135,395.68.

NOW THEREFORE, OMNITRANS and CONTRACTOR hereby amend their Contract as follows:

- I. Contract Agreement title page **Contract Amount**, delete in its entirety and replace with:

Contract Amount: \$2,135,395.68.

- II. Contract Agreement, Page 3, delete Recitals in its entirety and replace with the following:

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code with power to contract for the goods set forth in Attachment C to this Agreement entitled, Price, Payment Milestones, and Deliverables and the services set forth in Attachment A to this Agreement entitled Scope of Work (hereinafter referred to as “Work”);

WHEREAS, CONTRACTOR has indicated it is qualified to deliver such goods and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

- III. Contract Agreement, page 3, delete 2. Period of Performance in its entirety and replace with the following:

The term of this Agreement shall be from the date of execution and continue in full force and effect through July 31, 2017, unless earlier terminated or extended as provided.

All specified provisions in this Agreement shall remain in effect following the termination of this Agreement.

- IV. Contract Agreement, page 3, delete 3. Compensation in its entirety and replace with the following:

3. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this agreement, OMNITRANS shall pay CONTRACTOR on a FIXED UNIT PRICE basis at the fully burdened fixed prices shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation, excluding tax, shall not exceed Two Million, One Hundred Thirty Five Thousand Three Hundred Ninety Five Thousand and Sixty Eight Cents (\$2,135,395.68), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

- V. Attachment A – Scope of Work, II. SCOPE OF WORK, page 2, replace subsection 5. Testing and Acceptance with 5. Onboard Communication System Upgrade and Additional Integration and insert 6. Testing and Acceptance:

5. Onboard Communication System Upgrade and Additional Integration

A. Tait Radios with Installation

- i.** Fixed Route Vehicles - Trapeze shall test existing functionality on 182 buses prior to removing obsolete radio equipment. Trapeze shall remove and install new Tait Radios and verify all functionality is still present. In the event a bus does not have communication with dispatch, it should be brought to the attention of the IT department and any communication issues must be resolved prior to completing installation.
- ii.** Optional: Paratransit Vehicles - Trapeze shall test existing functionality on 110 paratransit vehicles prior to removing obsolete radios. Trapeze shall remove and install new Tait Radios and verify all functionality is still present. In the event a vehicle does not have communication with dispatch, it should be brought to the attention of the IT department and any communication issues must be resolved prior to completing installation.

B. Farebox Integration Single Sign-On

The Farebox shall be logged on once the Operator has logged onto the MDT. This is what is known as Single Sign on. There is a one-time licensing fee that is required to turn on the integration functionality.

C. Headway Sign Integration

The Headway Sign should change as the bus changes direction at the end of line.

D. Map Upgrade

- i.** Install the Map in Trapeze PASS/FX during off hours
- ii.** Provide an updated coverage Map of Omnitrans Service Area.
- iii.** Using the Map provided by Trapeze, the map is to be installed into our PASS and Bus Ops Programs.

6. Testing and acceptance

- A.** The following test is to be performed on each vehicle:

- i. **Voice:** A successful test of the IVLUs should result in voice call from dispatch and Vehicle call to dispatch with voice reception clear.
- ii. **Data:** Vehicles are present on the Transitmaster AVL Map Software, Events and Alarms are present in TransitMaster Bus Ops. The testing Operator should be able to log into the block and run assigned.

1	MDT going dark and verifying occurrence upon maintenance inspection or reports of multiple occurrences
2	Multiple occurrences of IVLU abnormally rebooting
3	IVLU Missing Time Point as related to failure of GPS system or IVLU hardware

VI. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

TRAPEZE SOFTWARE GROUP

P. Scott Graham
CEO/General Manager

Printed Name:_____

Dated_____

Title:_____

Dated _____

Attachment: Attachment A – Price and Payment Milestones

DP _____

CM _____

ATTACHMENT A - PRICE AND PAYMENT MILESTONES
ITS16-07
TRANSITMASTER HARDWARE UPGRADE AND TRAINING

PRICING FOR HARDWARE AND SERVICES			PAYMENT MILESTONES		
Fixed Route Mobile Radio and Antenna System Replacement					
Item	Description		Item	Milestone	Payment (% of Contract Value)
1	Licenses	NA	1	Submission of Vehicle Upgrade Project Plan	10%
2	Implementation Services & Expenses	\$ 129,033.36	2	Submission of On-site Vehicle Survey Results	10%
3	Hardware Total	\$ 254,156.00	3	Shipment of 100 Fixed Route Kits	25%
4	Sales Tax at 8.25%	\$ 20,967.87	4	Shipment of 82 Fxed Route Kits	20%
	Total	\$ 404,157.23	5	Installation of 100 fixed route vehicles	20%
			6	Installation of 82 fixed route vehicles	15%
Fixed Route Farebox Integration			DELIVERABLES		
1	Licenses	\$ 36,400.00	Quantity	Part Number	Description
2	Implementation Services & Expenses	NA	200	45T0061-002	Radio, Altered, Tait, Tm8105, 450-520Mhz, 40W
3	Hardware Total	\$ 7,021.56	200	75T1004-003	Cable, W1B, Tait Tm8105 Ve/Vi Ivlu
4	Sales Tax at 8.25%	\$ 579.28	200	24T0438-002	Antenna, Mobile, 450-470 Mhz, 3Db Gain, White
	Total	\$ 44,000.84	200	75T0145-001	Cable, Antenna Coax
Fixed Route Destination Sign Integration			200	24T0054-001	Conn, Mini,Uhf,Male
1	Licenses	\$ 21,125.00	200	75T1146-002	Cable, Radio Comm Adaptor W/Cts & Rts
2	Implementation Services & Expenses	\$ 23,829.00	54	75T0368-020	Cable, J1708 To Twin Vision Destination Sign, 20'
3	Hardware Total	\$ 13,690.58	115	75T0369-020	Cable, J1708 To Luminator/Hanover Sign, 20'
4	Sales Tax at 8.25%	\$ 1,129.47	182	75T0417-025	Cable, J1708 Box To Fare Box
	Total	\$ 59,774.05			
Optional: Paratransit Radio Installation					
1	Licenses	NA			
2	Implementation Services & Expenses	\$ 87,833.34			
3	Hardware Total	NA			
4	Sales Tax at 8.25%	NA			
	Total	\$ 87,833.34			
	GRAND TOTAL	\$ 595,765.46			

**AMENDMENT 1
TO CONTRACT MNT15-153**

BETWEEN

OMNITRANS

AND

TRAPEZE SOFTWARE GROUP, INC.

Trapeze Replacement Parts

This Contract Amendment 1, effective _____ is entered into by and between Omnitrans (hereinafter called “Omnitrans”) and Trapeze Software Group, Inc. (hereinafter called “Contractor”).

RECITALS

WHEREAS:

- I. Omnitrans and Contractor have entered into Contract MNT15-153 on June 3, 2015 and;
- II. Omnitrans and Contractor hereby agree to amend the Contract under Amendment 1 to update recitals, reduce contract amount by \$9,790.82 for a new not-to-exceed amount of \$376,700.13.

NOW THEREFORE, OMNITRANS and CONTRACTOR hereby amend their Contract as follows:

- I. Contract Agreement title page **Contract Amount**, delete in its entirety and replace with:

Contract Amount: \$376,700.13

- II. Contract Agreement, Page 3, delete Recitals in its entirety and replace with the following:

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code with power to contract for the goods set forth in Attachment C to this Agreement entitled, Price, Payment Milestones, and Deliverables and the services set forth in Attachment A to this Agreement entitled Scope of Work (hereinafter referred to as “Work”);

WHEREAS, CONTRACTOR has indicated it is qualified to deliver such goods and (1) has reviewed all the available data furnished by OMNITRANS pertinent

to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

- III. Contract Agreement, page 3, delete 3. Compensation in its entirety and replace with the following:

3. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this agreement, OMNITRANS shall pay CONTRACTOR on a FIXED UNIT PRICE basis at the fully burdened fixed prices shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation, excluding tax, shall not exceed Three Hundred Seventy Six Thousand Seven Hundred Dollars and Thirteen Cents (\$376,700.13), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

TRAPEZE SOFTWARE GROUP

P. Scott Graham
CEO/General Manager

Printed Name:_____

Dated_____

Title:_____
Dated_____

DP _____
CM _____

**AMENDMENT 1
TO CONTRACT MNT15-184**

BETWEEN

OMNITRANS

AND

TRAPEZE SOFTWARE GROUP, INC.

Onboard Radio Communication Replacement Parts

This Contract Amendment 1, effective _____ is entered into by and between Omnitrans (hereinafter called “Omnitrans”) and Trapeze Software Group, Inc. (hereinafter called “Contractor”).

RECITALS

WHEREAS:

- I. Omnitrans and Contractor have entered into Contract MNT15-184 on July 7, 2015 and;
- II. Omnitrans and Contractor hereby agree to amend the Contract under Amendment 1 to update recitals, reduce contract amount by \$65,560.48 for a new not-to-exceed amount of \$100,732.35.

NOW THEREFORE, OMNITRANS and CONTRACTOR hereby amend their Contract as follows:

- I. Contract Agreement title page **Contract Amount**, delete in its entirety and replace with:

Contract Amount: \$100,732.35

- II. Contract Agreement, Page 3, delete Recitals in its entirety and replace with the following:

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code with power to contract for the goods set forth in Attachment C to this Agreement entitled, Price, Payment Milestones, and Deliverables and the services set forth in Attachment A to this Agreement entitled Scope of Work (hereinafter referred to as “Work”);

WHEREAS, CONTRACTOR has indicated it is qualified to deliver such goods and (1) has reviewed all the available data furnished by OMNITRANS pertinent

to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

- III. Contract Agreement, page 4, delete 3. Compensation in its entirety and replace with the following:

3. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this agreement, OMNITRANS shall pay CONTRACTOR on a FIXED UNIT PRICE basis at the fully burdened fixed prices shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation, excluding tax, shall not exceed One Hundred Thousand Seven Hundred Thirty Two Dollars and Thirty Five Cents (\$100,732.35), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

TRAPEZE SOFTWARE GROUP

P. Scott Graham
CEO/General Manager

Printed Name:_____

Dated _____

Title:_____

Dated _____

DP _____
CM _____

ITEM # _____ F6 _____

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MNT16-100
BRAKE SHOE RELINING SERVICES**

FORM MOTION

Authorize the CEO/General Manager to rescind award of Contract MNT16-100 to Franklin Truck Parts Inc., of Commerce, CA, for the provision of Brake Shoe Relining Services, for a three (3) year base period with two (2) single option years, ending no later than April 2021, in the amount of \$679,469; and

Authorize the CEO/General Manager to award Contract MNT16-100 to American Moving Parts, LLC of Los Angeles, CA, for the provision of Brake Shoe Relining Services, for a three (3) year base period with two (2) single option years, ending no later than June 2021, in the amount of \$673,260, plus a ten percent contingency of \$67,326, for a total not-to-exceed amount of \$740,586.

BACKGROUND

On April 6, 2016, Omnitrans' Board of Directors approved the award of Contract MNT16-100 to Franklin Truck Parts. Franklin Truck Parts is unable to provide relining services. MNT16-100A was rereleased on April 14, 2016 for brake shoe relining services.

In accordance with FTA Circular 4220.1F, and Omnitrans Procurement Procedure 4050.1, Section 5, awarding a contract in response to a single bid is allowed when it can be determined that the lack of competition was not due to unfavorable terms and conditions or unduly restrictive scopes of work or technical specifications. Staff conducted extensive outreach and was unable to identify another source for relining services.

A cost analysis was performed and the price is deemed fair and reasonable as the bid of \$740,586 is within ten percent of the Independent Cost Estimate of \$736,958, which was based on historical unit pricing and usage.

This procurement meets the requirements of Omnitrans' Procurement Policies and Procedures.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the Maintenance Department's Operating budget as follows:

Department	1200
Expenditure Code	504010

_____ Verification of Funding Source and Availability of Funds
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported - This procurement supports Omnitrans' Short Range Transit Plan goal to expand, maintain and improve existing vehicles, facilities and passenger amenities.

CONCLUSION

Award of this contract will allow Omnitrans to ensure the safety and proper maintenance of Omnitrans' bus fleet.

PSG:JMS:KT



CONTRACT AGREEMENT

between

CONTRACTOR
American Moving Parts, LLC
695 S. Santa Fe Avenue
Los Angeles, CA 90021

(hereinafter "CONTRACTOR")
Telephone: (714) 944-7422
Fax: (888) 744-3125
Email: ernie@americanmovingparts.com

And

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
(hereinafter "OMNITRANS")

CONTRACT DOCUMENTS

CONTRACT NO. MNT16-100

BRAKE SHOE RELINING SERVICES

Contract Amount: \$673,260

Omnitrans Project Manager:

Name: Rick Barone
Title: Materials Manager
Telephone: (909) 379-7402
Fax: (909) 379-7107
Email: rick.barone@omnitrans.org

Contract Administrator:

Name: Krystal N. Turner
Title: Contract Administrator
Telephone: (909) 379-7202
Fax: (909) 379-7402
Email: krystal.turner@omnitrans.org



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ATTACHMENTS:

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING

This Agreement is made and entered into as of this _____ day of June, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and American Moving Parts, LLC (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through June ____, 2016, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTOR'S default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from June _____,

2019 through June _____, 2021, which period encompasses the Initial Term, Option Year 1 and Option Year 2.

3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
- 1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
 - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Six Hundred Seventy Three Thousand, Two Hundred and Sixty Dollars (\$673,260), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable
Accountspayable@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

TITLE

- a. Title shall pass to Omnitrans at the time of payment.
- b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.
- c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.
- d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411

Attn: Krystal N. Turner
Contract Administrator
krystal.turner@omnitrans.org

To CONTRACTOR:

American Moving Parts, LLC
695 So. Santa Fe Avenue
Los Angeles, CA 90021

Attn: Ernie Cisneros
Vice President
ernie@americanmovingparts.com

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Rick Barone.

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this

Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 - 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
 - 2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
 - 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
Ernie Cisneros	Vice President of Sales

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.
- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS,

Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

Subcontractor's Name and Address	Work to Be Performed
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) General Requirements for Contractor

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) Other Insurance Provisions

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury

covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) **Acceptability of Insurers**

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

5) **Verification of Coverage**

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

B. MINIMUM INSURANCE COVERAGE

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☐ **Professional Liability:** \$1,000,000; per occurrence and aggregate.

- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*
- 10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall

execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS’ Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the

performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

28. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a

stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

- A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

- B. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of MNT16-100 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated March 11, 2016.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

AMERICAN MOVING PARTS, LLC

P. SCOTT GRAHAM
CEO/General Manager

ERNIE CISNEROS
Vice President of Sales

DATE

Federal Tax I.D. No. 68-0552726

DP____
CM____

ATTACHMENT A – SCOPE OF WORK
MNT16-100
BRAKE SHOE RELINING SERVICES

I. OBLIGATIONS OF THE CONTRACTOR

A. RESPONSIBILITIES

1. Contractor shall provide all equipment and labor necessary to complete brake relining services.
2. Contractor shall coordinate pick-up/ delivery with Omnitrans' designee.
3. Contractor's invoices/ packing slips shall use Omnitrans' designated material numbers.
4. Contractor shall sign for all parts picked up from Omnitrans.
5. Omnitrans expects to receive all finished product within seven (7) working days and will sign for all parts received from the Contractor.
6. Omnitrans will maintain its brake systems in accordance with Federal Motor Vehicle Safety Standards (FMVSS).
7. This document in its entirety and its attachments comprise the statement of specifications and requirements for Brake Shoe Relining Services. All items or features not specifically mentioned which are necessary or are normally furnished in order to provide a complete service, shall be furnished by the Contractor at the proposed price(s) and shall conform in quality of material and workmanship to that usually provided by the practice indicated in this specification.

II. FLEET INVENTORY AND USAGE

A. DESCRIPTION

1. This program will include all Omnitrans urban transit buses: New Flyer of America. The following description identifies the brake series, as manufactured by MAN.
2. Average usage from last year's fleet. New Flyer (2001 & 2003, 2005, 2009 & 2011):
 - i. Front – MAN Axle P series shoes, 6 3/8" wide
 - ii. Rear – MAN Axle W series shoes, 8 3/4" wide
 - iii. Omnitrans S/C 30841 Front Relines – 250
 - iv. Omnitrans S/C 30858 Rear Relines – 600

III. REQUIREMENTS

A. GENERAL

1. Contractor shall provide quality assurance plan to Omnitrans for approval.
2. The following conditions/requirements shall apply for the term of the contract.

ATTACHMENT A – SCOPE OF WORK
MNT16-100
BRAKE SHOE RELINING SERVICES

B. PARTS SUPPLIED

Contractor shall comply with The American Public Transportation Association (APTA) Recommended Practice for Transit Bus Brake Shoe Rebuild APTA BTS-SS-RP-003-07. Access at the following link:

<http://www.apta.com/resources/standards/Documents/APTA%20BTS-BC-RP-003-07.pdf>

C. CORE EXCHANGE

1. Only Omnitrans' cores are to be used for Omnitrans brake assemblies. The Contractor shall supply containers suitable for holding dirty used shoe assembly cores without leaking contaminants. Containers shall be picked up weekly, at a minimum, at the East Valley Facility:

Omnitrans
1700 W. 5th Street
San Bernardino, CA 92411

2. If the shoe and lining assemblies cannot be produced within the stipulated time, (2 weeks from time of core pick up) then Omnitrans reserves the right to procure replacement shoe and lining assemblies similar to those specified in this Specification from another source, and the Vendor will be liable for all excess costs, including shipping charges.
3. Shoes shall be inspected to meet all American Public Transportation association APTA BTS-SS-RP-003-07 specifications for transit bus brake shoe rebuilds, including but not limited to, table stretch, table flatness, table arch, pin bore, roller seats, web width and damage.
4. Contractor shall notify procurement staff of the quantity of "relineable and unrelined" shoes by part number within forty-eight (48) hours of pickup.
5. In the case where a shoe is not relined, contractor shall provide a new brake shoe and reline the same. The cost shall be in accordance with the costs shown in the Line Item pricing section. All shoes deemed not relined, shall be marked "Reject" and returned to Omnitrans for inspection prior to disposal.

D. SPECIFICATIONS

Specification Conformance

1. The Vendor must conform to the specifications contained herein, and to the applicable specifications of APTA BTS-SS-RP-003-07, Dated 5/5/2007, and shall not deviate from these specifications unless written permission is first obtained from Omnitrans.
2. Prior to relining, each shoe shall be cleaned, inspected and painted.

ATTACHMENT A – SCOPE OF WORK
MNT16-100
BRAKE SHOE RELINING SERVICES

3. All brake shoes shall be relined in pairs (a pair constitutes an upper and lower shoe).
4. Fastening by bolt or rivet is approved.
5. Bolt fastening shall be at original equipment manufacturer (O.E.M.) torque specifications.
6. Riveting shall be by pressure sensitive. (Stroke sensing equipment is not acceptable).
7. Each lining shall be at 0.850 +/- .015 unfinished size.
8. Each shoe assembly shall be identified by a sticker or other approved method indicating, contractor name, date of inspection (day/month/year), Omnitrans' material number, and quality control inspector.

E. CLEANING AND PRIMING

The brake shoes shall be shot blasted and cleaned of all old paint, oxidation and existing brake lining. Cleaning shall be under rigid monitoring and control to prevent excessive abrading of any critical shoe features. Brake shoes must be treated following the instructions and guidelines identified in APTA BTA-SS-RP-003-07 (approved 5/5/07), Section 8 – Corrosion Inhibitor Treatment of Brake Shoes within four (4) Hours after shot blasting to prevent premature oxidation of the bare metal.

F. BOLTING/RIVETING, INSPECTION AND ASSEMBLY PROCEDURES

1. The bolting or riveting process and quality control procedure shall conform to APTA BTS-SS-RP-003-07, Section 10.2.1.
2. Perform final inspection per BTS-SS-RP-003-07, Section 12. Visible cracks or separation of the brake linings (as specified) after riveting are not acceptable.
3. Brake shoes must have all new anchor pin bushings installed and be properly sized for anchor pin clearance at every reline. Contractor shall inspect MAN rollers and pins for wear and replace as needed. Only OEM or approved equal parts may be used.

G. DRUMS

Contractor shall supply cut front and rear drums to match reline shoes.

1. Omnitrans Material Number 32987 DRUM ;NF 16.10" I.D. FRONT BRAKE
 - i. 6312397-20NFA2
 - ii. 74040B
2. Omnitrans Material Number 32979 DRUM ;NF 16.10" I.D. REAR BRAKE

ATTACHMENT A – SCOPE OF WORK
MNT16-100
BRAKE SHOE RELINING SERVICES

- i. 6312400-15NFA
- ii. 74089B

H. WARRANTY

1. All brake assemblies shall be warranted against premature wear-out, lining cracking, Loose Rivets, decomposing, etc. during the warranty period of 12 months, 30,000 miles or the life of the lining (normal wear), whichever comes first. Brake assemblies shall be warranted for defect of workmanship and material.
2. Omnitrans will be compensated if a brake reline occurs when 50% or more of the wear portion of the brake lining remains due to brake lining cracking or breakage. The contractor will replace the linings at no charge and reimburse Omnitrans six (6) labor hours.
3. Omnitrans brake shop personnel will inspect all delivered rebuilt brake shoe assemblies per the scope of work. Contractor shall not exceed a 5% inspection failure rate per quarter annually. Contractor shall reimburse Omnitrans 50% of all Quality Control labor hours expended per quarter annually, at the rate \$60.00 per hour.

I. MISCELLANEOUS

Shoe and drum axle kits shall be installed on 1/2 pallets and shrink-wrapped accordingly. The hardware and shoes shall be inside each drum, respectively.

ATTACHMENT C - PRICING					
MNT16-100					
BRAKE SHOE RELINING SERVICES					
Item Number					
1	Drum; Nf 16.10" I.D. Rear Brake Drum	1050	EA	\$ 164.94	\$ 173,187.00
2	Drum; Nf 16.10" I.D. Front Brake Drum	360	EA	\$ 128.08	\$ 46,108.80
3	Front Reline Brake Shoes	750	EA	\$ 49.98	\$ 37,485.00
4	Rear Reline Brake Shoes	1800	EA	\$ 54.87	\$ 98,766.00
5	Roller Assy; Nf Front & Rear	60	EA	\$ 14.98	\$ 898.80
6	Core Charge	30	EA	\$ 198.00	\$ 5,940.00
7	Sales Tax @8.25%	1	LOT	\$ 29,406.76	\$ 29,406.76
8	Total Base Years 1-3				\$ 391,792.36
9	Drum; Nf 16.10" I.D. Rear Brake Drum	350	EA	\$ 172.78	\$ 60,473.00
10	Drum; Nf 16.10" I.D. Front Brake Drum	120	EA	\$ 132.88	\$ 15,945.60
11	Front Reline Brake Shoes	250	EA	\$ 51.87	\$ 12,967.50
12	Rear Reline Brake Shoes	600	EA	\$ 60.98	\$ 36,588.00
13	Roller Assy; Nf Front & Rear	20	EA	\$ 14.98	\$ 299.60
14	Core Charge	10	EA	\$ 199.00	\$ 1,990.00
15	Sales Tax @8.25%	1	LOT	\$ 10,417.58	\$ 10,417.58
16	Total Option Year 1				\$ 138,681.28
18	Drum; Nf 16.10" I.D. Rear Brake Drum	350	EA	\$ 181.88	\$ 63,658.00
19	Drum; Nf 16.10" I.D. Front Brake Drum	120	EA	\$ 136.88	\$ 16,425.60
20	Front Reline Brake Shoes	250	EA	\$ 54.78	\$ 13,695.00
21	Rear Reline Brake Shoes	600	EA	\$ 59.98	\$ 35,988.00
22	Roller Assy; Nf Front & Rear	20	EA	\$ 14.98	\$ 299.60
23	Core Charge	10	EA	\$ 199.00	\$ 1,990.00
24	Sales Tax @8.25%	1	LOT	\$ 10,730.25	\$ 10,730.46
25	Total Option Year 2				\$ 142,786.66
	Grand Total				\$ 673,260

ITEM # F7

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MKP16-102
BUS BOOK PRINTING SERVICES**

FORM MOTION

Authorize the CEO/General Manager to award Contract MKP16-102 to iColor Printing & Mailing, Inc. of Los Angeles, CA, for the provision of Bus Book Printing Services for a two-year base period beginning July 1, 2016 and ending June 30, 2018 with the authority to exercise three single option years ending no later than June 30, 2021, in an amount of \$414,277, plus a ten percent contingency of \$41,428, for a total amount not to exceed \$455,705, if all options are exercised.

BACKGROUND

Omnitrans retains the services of a printing firm to print Omnitrans' bus books. These books inform riders about the available services and route schedules and are printed three times a year.

On March 2, 2016, Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-MKP16-102. Notices were published in two local newspapers of general circulation and the solicitation was posted on Omnitrans' online bidding system. Four proposals were received by the March 30, 2016 deadline and three were deemed responsive.

The following firms were evaluated in accordance with the selection criteria included in the RFP and are ranked from highest score to lowest score:

Selection Criteria	Total Points Possible	iColor	Southwest	Advantage
Quality of Work	30	28.50	22.50	26.50
Experience	20	17.00	15.87	16.33
Work Plan	20	17.93	11.19	11.52
Technical Total	70	63.43	49.56	54.35

Selection Criteria	Total Points Possible	iColor	Southwest	Advantage
BAFO Cost/ Price	30	26.26	30.00	23.59
Grand Total	100	89.69	79.56	77.94

All firms scored within the competitive range. iColor Printing & Mailing, Inc., scored highest technically, offering a good work plan, experience working with public agencies and the type of printing required by the scope of work, and provided exemplary samples of their work. Omnitrans requested Best & Final Offers and the final scores are as follows:

Selection Criteria	Total Points Possible	iColor	Southwest	Advantage
Technical Total	70	63.43	49.56	54.35
Cost / Price	30	25.28	30.00	23.29
Grand Total	100	88.71	79.56	77.64

iColor Printing & Mailing, Inc.'s, Best & Final Offer included a two percent savings from its original price and scored highest overall. The two-year base period cost is calculated at \$198,197, which is \$38,281 less than Omnitrans' Independent Cost Estimate of \$236,478. The pricing for the option years will be adjusted according to the Los Angeles-Riverside-Orange County annual Consumer Price Index. Price is deemed fair and reasonable.

This procurement meets the requirements of Omnitrans' Procurement Policies and Procedures.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the Marketing/Planning Department's budgets as follows:

Department 1400
Expenditure Code 509230

_____ Verification of Funding Sources and Availability of Funds.
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported – N/A

CONCLUSION

By proceeding with this award, Omnitrans will continue to keep its passengers informed of available services and route schedules.

PSG:JMS:CVM



CONTRACT AGREEMENT

between

CONTRACTOR
iColor Printing & Mailing, Inc.
13000 South Broadway
Los Angeles, CA 90061

(hereinafter "CONTRACTOR")
Telephone: (310-997-1452
Email: Sameer@icolorprinting.net

And

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
(hereinafter "OMNITRANS")

CONTRACT DOCUMENTS

CONTRACT NO. MKP16-102

Bus Book Printing Services

Contract Amount: \$198,197

Omnitrans Project Manager:

Name: Janice Kuhn
Title: Marketing Specialist
Telephone: (909) 379-7168
Email: janice.kuhn@omnitrans.org

Contract Administrator:

Name: Christine Van Matre
Title: Contract Administrator
Telephone: (909) 379-7122
Email: christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B - PRICING

ATTACHMENT D – INSURANCE REQUIREMENTS

This Agreement is made and entered into as of this 1st day of July, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and iColor Printing & Mailing, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through June 30, 2018, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from July 1, 2018 through June 30, 2021, which period encompasses the three single option years.

3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
- 1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
 - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment B, Pricing and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Ninety-Eight Thousand One Hundred and Ninety-Seven Dollars (\$198,197), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

a. Title shall pass to Omnitrans at the time of payment.

b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage

resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

To CONTRACTOR:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Contract Administrator

iColor Printing & Mailing, Inc.
13000 South Broadway
Los Angeles, CA 90061
Attn: Sameer Khan, Account Manager

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Janice Kuhn, Marketing Specialist.

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
 2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
Sameer Khan	Account Manager

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a

recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.
- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to

OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

Subcontractor's Name and Address	Work to Be Performed
N/A	

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of

CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

Throughout the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance coverage, which shall be full-coverage insurance not subject to self-insurance provisions. CONTRACTOR shall not of its own initiative cause such insurance to be canceled or materially changed during the term of this Agreement.

- A. **Commercial General Liability including Products/Completed Operations:** \$1,000,000 per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Endorsement naming Omnitrans as Additional Insured.*
- B. **Automobile Liability:** \$1,000,000 combined single limit bodily and property damage liability per accident; *Endorsement naming Omnitrans as Additional Insured.*
- C. **Workers' Compensation:** statutory limits or, a State-Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California; *waiver of subrogation that includes Omnitrans.*
- D. **Employers Liability** Applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate;
Additional Insured:
Omnitrans, its officers, officials, employees, agents, and volunteers.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively,

"OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

28. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will

endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

- A. The Contractor warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with

laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. Contractor further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. Contractor shall notify Omnitrans immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

- B. Contractor shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFP-MKP16-102 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) Contractor's proposal dated March 28, 2016 and the Best & Final Offer dated April 19, 2016.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

ICOLOR PRINTING & MAILING, INC.

P. Scott Graham
CEO/General Manager

Sameer Khan
Account Manager

Date

Date

Federal Tax I.D. No. 39-2068928

DP 
CM 

ATTACHMENT A – SCOPE OF WORK
MKP16-102
BUS BOOK PRINTNG SERVICES

1. GENERAL

- A. Bus Book printings typically are done three (3) times per year in December, April, and August.
- B. The first edition under this contract is due to be delivered to Omnitrans **no later than August 18, 2016.**
- C. Contractor shall assign, at its own expense, a project manager to coordinate all aspects of the contract including scheduling, delivery and other associated actions that are required.
- D. Omnitrans will not accept the product until it has been delivered and inspected.

2. BUS BOOK SPECIFICATIONS

A. Current and New Bus Books

- 1) All New Bus Books under this contract shall meet the criteria herein.
- 2) A copy of Omnitrans' Current Bus Book may be requested.

B. Quantity

- 1) Three (3) times per year; 75,000 to 150,000 per printing cycle, to be determined at the onset of each printing cycle.
- 2) Printing quantities may be 75,000, 100,000, 125,000 or 150,000

C. Print Overruns

The quantity of Bus Books delivered shall not be greater than 5% over or under the quantity of Bus Books ordered.

D. Size

10" x 7" with 19.25" x 10" System Map

E. Pages

88-96 pages plus cover and map

F. Ink

- 1) Cover
 - 4/4
- 2) Text
 - 2/2 (Black, Reflex)
- 3) System Map
 - 4/4

G. Stock

- 1) Cover
 - 80 lb. Gloss Text

- 2) Text
 - 30 lb. Newsprint
- 3) System Map
 - 80 lb. Gloss Text

H. Bleeds

Cover only

I. Proof

- 1) Composite proof for two-color text and map pages or electronic PDF proof
- 2) Color key for cover and map

J. Bindery

- 1) Reverse gate fold on System Map
- 2) Saddle Stitch

3. ARTWORK

Artwork will be provided on computer disk by Omnitrans or uploaded via electronic transfer to designated website.

4. DELIVERY

A. Packaging

Bundle strap Bus Books in bundles of twenty-five (25) and place them in the cartons in uniform amounts, stackable same-size boxes with forty-pound (40lb) maximum individual weight.

B. Labeling

Each box must be labeled with the product name and quantities specified.

C. Hours

Shipping and Receiving hours are Monday through Friday, 8:00 a.m. – 5:00 p.m., Procurement/Parts Dept.

D. Shipping

- 1) F.O.B. Destination to Omnitrans, 1700 W. Fifth Street, San Bernardino CA 92411. Shipping Costs must be included in the price under “Delivery Charge” in Attachment B - Pricing.
- 2) Deliveries to be made in one to two shipments per printing cycle depending on the quantity ordered. One at printing and bindery completion, and one approximately 30 days later.
- 3) Shipper must make delivery ready for offload at Omnitrans’ receiving area by pushing pallets to edge of shipping container. Omnitrans’ receiving

area contains no dock. Omnitrans personnel will not enter the shipment trailer but will offload pallets from rear of trailer using Omnitrans' forklift.

5. REPLACEMENT OF DAMAGED OR DEFECTIVE PRODUCTS

- A. Contractor shall promptly replace damaged or defective materials at no cost to Omnitrans.
- B. Contractor shall reimburse Omnitrans for any and all cost associated with replacing or acquiring replacement bus books for any which are defective, damaged and/or delayed in delivery.

End Scope of Work

**ATTACHMENT B – PRICING
MKP16-102
BUS BOOK PRINTING SERVICES**

BASE YEARS

88-PAGE BOOK

Qty. Per Printing	Paper Costs	Tax (8.25%)	Production	Delivery	Total per Printing	Underrun/Overrun S/M
75,000	\$10,120.00	\$1,737.45	\$10,340.00	\$600.00	\$21,060.00	\$288.00
100,000	\$14,400.00	\$2,184.60	\$11,440.00	\$640.00	\$26,480.00	\$270.00
125,000	\$18,660.00	\$2,707.65	\$13,360.00	\$800.00	\$32,820.00	\$262.00
150,000	\$22,100.00	\$3,125.10	\$14,980.00	\$800.00	\$37,880.00	\$245.25

92-PAGE BOOK 2.5% OF INCREASE OVER 88-PAGE BOOK PRICING

96-PAGE BOOK 2.65% OF INCREASE OVER 88-PAGE BOOK PRICING

**ANNUAL OPTION YEAR PRICING ADJUSTMENTS WILL BE BASED ON
CONSUMER PRICE INDEX OVER THE BASE YEARS PRICE**

ATTACHMENT D - INSURANCE REQUIREMENTS

MKP16-102 Bus Book Printing Services

1. INSURANCE REQUIREMENTS

A. General Requirements for Contractor

- 1) Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- 2) Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

B. Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

1) *Commercial General Liability and Automobile Liability*

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

- a) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.

- b) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

2) ***Workers' Compensation***

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

3) ***Care, Custody, and Control***

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

D. Acceptability of Insurers

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

E. Verification of Coverage

- 1) Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- 2) As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- 3) In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

G. Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

2. MINIMUM INSURANCE COVERAGE

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- 4) ☐ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*
- 10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

ITEM # _____ F8 _____

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jack Dooley, Director of Maintenance

**SUBJECT: AUTHORIZE 40' BUS DONATION TO
FAMILY SERVICES ASSOCIATION FOR MOBILE FRESH PROGRAM**

FORM MOTION

Authorize the CEO/General Manager to donate one (1) surplus New Flyer C40LF bus, Unit #0116, to the Family Service Association (FSA) for use in the Mobile Fresh Program in San Bernardino County.

BACKGROUND

The Family Service Association is seeking donation of one 40' New Flyer bus for use in their Mobile Fresh program in San Bernardino County. The FSA is seeking a grant from San Manuel in the amount of \$50,000 for equipment to retrofit the bus, to include gutting the interior, installing major refrigeration units, shelving and other items necessary for mobile grocery use.

The vehicle will be provided "as is" with no warranties expressed or implied. The FSA will be required to provide proof of vehicle liability insurance and pay all registration and/or licensing fees necessary for legal transfer of the vehicle. Further, the FSA agrees to use the vehicle for no less than one year for the stated purpose. The FSA will be required to and has agreed to dispose of the vehicle in a legally acceptable manner once the bus is no longer needed for the Mobile Fresh Program or has reached the end of its usefulness.

FUNDING SOURCE

All costs for ownership change, including California Department of Motor Vehicles transfer fees, registration fees, delivery, insurance and all other costs shall be the responsibility of FSA. There shall be no fee, sales device or other potential demand of monetary gain by Omnitrans to satisfy the closure of this transfer of ownership.

CONCLUSION

Upon authorization by the Board of Directors, Omnitrans will take the steps necessary to process the transfer of the bus to Family Services Association.

PSG:JD

ITEM # _____ G1 _____

DATE: June 1, 2016

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing and Planning

SUBJECT: CALL FOR PUBLIC HEARINGS FOR PROPOSED ROUTE 80 CHANGE TO SERVE ONTARIO INTERNATIONAL AIRPORT

FORM MOTION

Authorize the CEO/General Manager to issue a Call for Public Hearings associated with the proposed service changes on Omnitrans Route 80 to serve Ontario International Airport to be held July 5-6, 2016, and close July 8, 2016.

SUMMARY

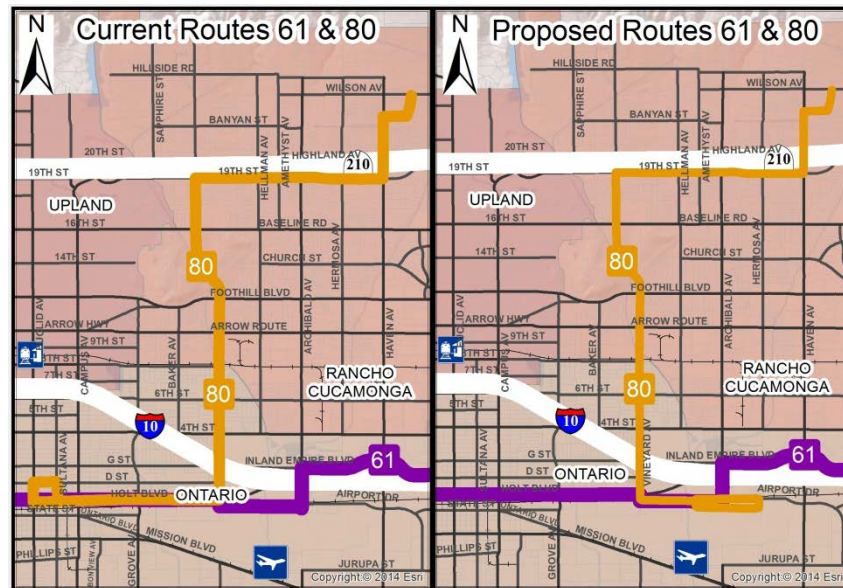
Omnitrans desires to modify existing local service on Route 80 in September 2016 to serve the Ontario International Airport. This change is proposed to include connections to both Terminal 2 and 4.

Currently, Route 80 travels between Vineyard Ave. and Euclid Ave. on Holt Blvd. This entire section of Holt Blvd. is also served by Route 61. The proposed service change eliminates this duplicative portion of Route 80 on Holt Blvd. and instead extends the route further south with a new end of line on Terminal Way. A map of the current and proposed routing can be seen on the next page in Exhibit 1.

As part of this process, Omnitrans will seek public comment at multiple input sessions to identify unintended consequences that would need to be mitigated in order to implement this proposed change. Omnitrans will also seek input from the Ontario International Airport Authority to identify appropriate bus stops.

Omnitrans public outreach policy requires public outreach if a proposed service change impacts twenty-five percent (25%) or more of a route's miles, hours or passenger boardings. On Route 80, the proposed service changes impacts approximately 21% of each of the three metrics. While technically, public outreach is not required, best planning practices suggest that the public be provided the opportunity to comment.

Exhibit 1: Current and Proposed Routes 61 & 80 near Ontario International Airport



PUBLIC HEARING LOCATIONS

In order to maximize the potential for public involvement, Omnitrans will hold a formal and an informal public hearing, which allows us to go to our riders. This approach is based on Omnitrans' Public Outreach Plan, which was adopted by the Board in 2007 and has been much more successful in generating public participation than a single public hearing held at a Board Meeting.

The Public Hearings are proposed for:

City	Location	Day & Date	Time	Routes
Ontario	Ontario Civic Center Transfer Station	Tuesday July 5, 2016	6:00 A.M. – 10:00 A.M. & 2:00 P.M. – 6:00 P.M.	61, 80, 83, 86
Ontario	Ontario Civic Center Area (Exact Location TBD)	Wednesday July 6, 2016	5:00 P.M. - 7:00 P.M.	61, 80, 83, 86

The public hearing locations were chosen to match the location where the proposed change on Route 80 occurs. The public hearings will be advertised in local newspapers, on board buses, at transit centers, on www.omnitrans.org, in social media and through newsletters.

NEXT STEPS

Omnitrans staff will also complete a Title VI Service Equity Analysis to determine if this proposed change has a disparate impact on low-income or minority populations. The initial analysis shows that there is no disparate impact.

Should the public outreach and Title VI analysis be completed without a significant finding, the change is within staff's authority to implement without further Board of Directors action required.

CONCLUSION

Authorizing the CEO/General Manager to issue a call for public hearings will allow staff to refine the proposed service and consider implementation of the proposed service change.

PSG:WW:JB