



BOARD OF DIRECTORS MEETING
WEDNESDAY, DECEMBER 2, 2015 – 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, January 6, 2016 – 8:00 a.m.
Omnitrans Metro Facility Board Room

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.

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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 #E9, Action on Consent Calendar.

1. Approve Board Minutes – November 4, 2015
2. Receive and File Administrative and Finance Committee Minutes – October 15, 2015
3. Receive and File Executive Committee Minutes – August 7, 2015
4. Receive and File Construction Progress Report #41 through October 31, 2015 – sbX E
Street Corridor BRT Project

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**BOARD OF DIRECTORS MEETING
WEDNESDAY, DECEMBER 2, 2015 – 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411**

E. CONSENT CALENDAR CONTINUED	
5. Receive and File Summary of Risk Assessment Results and Fiscal Year 2016 Internal Audit Workplan	28
6. Authorize Release, Request for Proposals RFP-HRS16-31, Occupational Health Services	55
7. Authorize Release, Request for Proposals RFP-ITS16-93, Internet Services	57
8. Press Articles and Letters of Interest to the Board	59
9. 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	79
2. Adopt Proposed Board Meeting Schedule for 2016	80
3. Authorize Award (Bench), Contracts HRS16-28A-C, Temporary Employment Services	81
4. Adopt Resolution No. 285-15 Accepting Designation as Consolidated Transportation Services Agency for the Valley Measure I Subarea	238
G. PUBLIC HEARING	
There is no Public Hearing scheduled.	
H. BOARD BUSINESS	
There is no Closed Session scheduled.	
I. REMARKS AND ANNOUNCEMENTS	
J. ADJOURNMENT	

ITEM # D1

DATE: December 2, 2015

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 December 2, 2015.

Item	Contract	Principals & Agents	Subcontractors
#F3	Authorize Award (Bench) Contracts HRS16-28A-C Temporary Employment Services	<i>Cathy Jon Enterprises, Inc. dba HB Staffing Huntington Beach, CA Cathy Volpe, President</i>	<i>None</i>
		<i>Howroyd Wright Employment Agency, Inc. dba Appleone Employment Services Glendale, CA Linda Lindsey, VP of Finance</i>	<i>None</i>
		<i>Lloyd Staffing Artesia, CA Lourdes Santana, President</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

- 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: _____
- 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: _____
- 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

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

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

SIGNATURE

Board Member Signature

Date

ITEM # _____ E1 _____

**BOARD OF DIRECTORS' MEETING
MINUTES OF NOVEMBER 4, 2015**

A. CALL TO ORDER

Chairman Sam Spagnolo called the regular meeting of the Omnitrans Board of Directors to order at 8:00 a.m., Wednesday, November 4, 2015, 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
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
Council Member Ed Graham, City of Chino Hills
Supervisor Curt Hagman, County of San Bernardino
Council Member Penny Lilburn, City of Highland
Council Member Jackie Mitchell, City of Grand Terrace, Alternate
Mayor Ray Musser, City of Upland
Council Member Dick Riddell, City of Yucaipa
Council Member John Roberts, City of Fontana
Mayor Deborah Robertson, City of Rialto
Supervisor Janice Rutherford, County of San Bernardino
Mayor Pro Tem Alan Wapner, City of Ontario
Mayor Dennis Yates, City of Chino

BOARD MEMBERS NOT PRESENT

Council Member Ron Dailey, City of Loma Linda – Vice Chairman
Supervisor Josie Gonzales, County of San Bernardino
Supervisor Robert Lovingood, County of San Bernardino
Supervisor James Ramos, County of San Bernardino

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 & Security
Samuel Gibbs, Director of Internal Audits
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Jeremiah Bryant, Service Planning Manager
Maurice Mansion, Treasury Manager
Oscar Tostado, East Valley Maintenance Manager
Tim Campbell, Safety & Regulatory Compliance Manager
Tom Dahlin, IPMO Safety Manager
Ricardo Barone, Materials Manager
Kathy McClure, Sr. Contracts Administrator
Krystal Turner, Contracts Administrator
Christine Van Matre, Contracts Administrator
Victor Cuate, Scheduling Analyst
Vicki Dennett, Executive Assistant to CEO/General Manager

LEGAL COUNSEL

Carol Greene

Alternate Member Jackie Mitchell arrived at 8:03 a.m.

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, December 2, 2015, 8:00 a.m.
Omnitrans Metro Facility Board Room

Omnitrans Employee of the Quarter award was presented to Frank Flores, Warranty Coordinator.

C. COMMUNICATIONS FROM THE PUBLIC

ATU Financial Officer Jerry Nunez recognized CEO/General Manager P. Scott Graham for his diligence in visiting the SBTC on a daily basis, before work. Scott's presence has been noted and appreciated. Chairman Spagnolo encouraged anyone who hasn't had the opportunity to visit the SBTC, to do so.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflict of Interest Issues identified.

E. CONSENT CALENDAR

1. Approve Board Minutes – October 7, 2015
2. Receive and File Administrative and Finance Committee Minutes – August 13, 2015
3. Receive and File Operations and Safety Committee Minutes – September 21, 2015
4. Receive and File Affirmative Action Status Report – As of October 20, 2015
5. Receive and File Agency Management Report – First Quarter Fiscal Year 2016
6. Receive and File sbX Construction Progress Report #40 through September 30, 2015
7. Receive and File sbX E Street Corridor BRT Project Quarterly Report – September 2015
8. Receive and File Director of Finance Final Quarterly Report – Forward Fuel Purchases through August 2015
9. Receive and File Key Performance Indicators – Fiscal Year 2016 – First Quarter Report
10. Press Articles and Letters of Interest to the Board

M/S (Eaton/Musser) that approved the Consent Calendar. Motion was unanimous by Members present.

F. DISCUSSION ITEMS

1. CEO/General Manager's Report

CEO/General Manager Scott Graham reviewed the CEO/General Manager's Report, and noted a correction—RTA was unable to visit the SBTC, so this should be removed from the report.

Member Robertson arrived at 8:16 a.m.

2. Authorize CEO/General Manager to Execute Agreement with County of Riverside Department of Public Health for County-based Reimbursement of Medical Administrative Activities (CMAA)

Treasury Manager Maurice Mansion presented this item, providing background information. Of note, the County of San Bernardino no longer participates in this program, so we successfully petitioned the State to allow us to work through Riverside County.

M/S (Graham/Eaton) that authorized the CEO/General Manager to execute an agreement with the County of Riverside Department of Public Health for County-Based Reimbursement of Medical Administrative Activities (CMAA). Motion was unanimous by Members present.

3. Approve Sale of 28.73 Acre Property Located in Rancho Cucamonga, California and Authorize CEO/General Manager to Sign All Required Documents

M/S (Wapner/Hagman) that approved the sale of surplus real property to the highest bidder, DCT Industrial, and authorize the Chief Executive Officer/General Manager to proceed with the sale of the 28.73 acre property located at 12400 Arrow Route in

Rancho Cucamonga, California (Mid-Valley) (APN #0229-021-60), and sign all documents required to complete the sale of the property. Motion was unanimous by Members present.

4. Authorize Agreement with San Bernardino Associated Governments to Receive \$1,715,283 of Measure I Funds

M/S (Yates/Eaton) that authorized the CEO/General Manager to execute an agreement between Omnitrans and the San Bernardino Associated Governments to receive \$1,715,283 of Measure I funds. Motion was unanimous by Members present.

5. Receive and File Fiscal Year 2016 Annual Management Plan Strategic Initiatives – First Quarter Report – Presentations by Senior Management

This item was received and filed by the Board.

6. Rescind Award, Contract MKP15-37, Architectural, Engineering and Final Design Services for West Valley Connector Corridor and Re-award Contract MKP15-37, Architectural, Engineering and Final Design Services for West Valley Connector Corridor

Member Rutherford left the meeting at 8:58 a.m. and did not return.

M/S (Eaton/Yates) that authorized the CEO/General Manager to rescind the award of Contract MKP15-37, awarded to Parsons Transportation Group, Inc. (Parsons) on September 2, 2015, for the provision of Architectural, Engineering and Final Design Services for the West Valley Connector Corridor, beginning October 1, 2015 through January 31, 2020, for \$8,000,000.00 with optional tasks totaling \$2,024,627 for a total of \$10,024,627, plus a fifteen percent contingency of \$1,503,696.05, and 3.27% Cost Allocation Plan of \$376,976.16, for a total not-to-exceed amount \$11,905,299.21 should all optional tasks be exercised, contingent upon sale of the property located in Rancho Cucamonga; and

Authorize the CEO/General Manager to re-award Contract MKP15-37 with Parsons Transportation Group, Inc. (Parsons), of Ontario, CA, for the provision of Architectural, Engineering and Final Design Services for the West Valley Connector Corridor, beginning November 5, 2015 through February 29, 2020, for \$8,000,000 with optional tasks totaling \$2,024,627 for a total of \$10,024,627. Additionally, enable to CEO/General Manager to authorize a fifteen percent contingency of \$1,503,696.05, and 3.27% Cost Allocation Plan of \$376,976.16, for a total not-to-exceed amount of \$11,905,299.21. A total funding amount of \$6,367,245 of this contract is contingent upon the sale of the property located in Rancho Cucamonga. Motion was unanimous by Members present.

G. PUBLIC HEARING

There is no Public Hearing scheduled.

H. BOARD BUSINESS

There is no Closed Session scheduled.

I. REMARKS AND ANNOUNCEMENTS

There were no remarks or announcements.

J. ADJOURNMENT

The Board adjourned at 8:59 a.m. The next regular meeting is scheduled Wednesday, December 2, 2015, 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

ITEM # _____ E2 _____

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES, OCTOBER 15, 2015**

A. CALL TO ORDER

Board Chairman Sam Spagnolo called the regular meeting of the Administrative and Finance Committee to order at 8:00 a.m., Thursday, October 15, 2015.

1. Pledge of Allegiance
2. Roll Call

Committee Members Present

Mayor Carey Davis, City of San Bernardino
Mayor Paul Eaton, City of Montclair
Council Member Pat Gilbreath, City of Redlands
Mayor Ray Musser, City of Upland
Council Member Dick Riddell, City of Yucaipa
Council Member John Roberts, City of Fontana
Mayor Pro Tem Sylvia Robles, City of Grand Terrace
Mayor Pro Tem Alan Wapner, City of Ontario

Committee Members Not Present

Council Member Ed Graham, City of Chino Hills – Committee Chair
Supervisor Curt Hagman, County of San Bernardino

Others Present

Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga

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 & Security
Samuel Gibbs, Director of Internal Audit Services
Jacob Harms, Director of Information Technology
Andres Ramirez, IPMO Manager
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Mark Crosby, Loss Prevention Supervisor
Vicki Dennett, Executive Assistant to CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

The next Committee Meeting is scheduled Thursday, November 12, 2015, at 8:00 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

There were no comments from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no conflict of interest issues identified.

E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – August 13, 2015

M/S (Riddell/Wapner) that approved the Committee Minutes of August 13, 2015. Motion was unanimous by Members present.

2. Recommend to Board of Directors, Receive and File Construction Progress Report No. 40 through September 30, 2015 - sbX E Street Corridor BRT Project

IPMO Manager Andres Ramirez presented the Construction Progress Report No. 40 for the period through September 30, 2015.

Project Budget:	\$191.7 M
Expended to Date:	\$175.7 M
Estimate at Completion:	\$188.5 M
Lost Time Injuries:	Zero with over 488,000 MH worked. 424,000 for the Corridor 64,000 for the VMF

Vehicle Maintenance Facility:

- Achieved Substantial Completion on June 15, 2015.
- Final change order with contractor complete.
- Punch-list items and close-out documents are being wrapped up.

E Street Corridor:

- World Oil work is projected to commence next week and is scheduled to take 120 days.

10th to Highland:

- Notice to Proceed has been issued, and street work is scheduled to begin October 26, 2015.

PA System

- Design efforts continue. Projected to be presented for release by the Board in December 2015.

Traffic Signal Synchronization

- Phase 1 Traffic Signal timing coordination is complete.

This item was received by the Committee and will be forwarded to the Board of Directors for receipt and file.

3. Receive and File Omnitrans' Director of Finance Report on Forward Fuel Purchases for August 2015

Finance Director Don Walker reported that August was the twelfth month of the year-long hedging program. Omnitrans has experienced a total loss of \$128,385 for this recent twelve (12) month hedging program. Although we experienced a loss, the reduced cost of CNG on the spot market has provided Omnitrans with a \$402,531 below-budget saving in CNG fuel cost for the period covering July 2014 – August 2015. The CNG fuel budget was estimated at \$5.0 million for the fourteen (14) months, and the actual CNG fuel cost for the same time frame was \$4.6 million. Don explained the rationale behind not recommending continuation of the hedging program, as the price of LNG on the spot market is very low.

This item was received and filed by the Committee.

4. Receive and File Omnitrans' Director of Finance Report on Price of Compressed Natural Gas

Finance Director Don Walker discussed this agenda item, stating that Committee Chair Ed Graham had recommended that this item remain on the agenda, even though the hedging program has ended, for monitoring the price of CNG.

Based on quoted prices of LNG from Morgan Stanley, Omnitrans would have lost \$7,078.50 for September and October. As the price of LNG remains low on the spot market, it is not recommended to enter into a hedge program at this time.

This item was received and filed by the Committee.

F. ADJOURNMENT

The Administrative and Finance Committee meeting adjourned at 8:13 a.m. The next Administrative and Finance Committee Meeting is scheduled Thursday, November 12, 2015, 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

ITEM # E3

**EXECUTIVE COMMITTEE MEETING
MINUTES
AUGUST 7, 2015**

A. CALL TO ORDER

The Executive Committee Meeting was called to order by Chairman Sam Spagnolo at 9:01 a.m., Friday, August 7, 2015.

COMMITTEE MEMBERS ATTENDING

Mayor Pro Tem Sam Spagnolo, Board Chairman
Council Member Ed Graham, City of Chino Hills – via Teleconference
Council Member Penny Lilburn, City of Highland
Mayor Pro Tem John Roberts, City of Fontana
Mayor Pro Tem Alan Wapner, City of Ontario – via Teleconference

BOARD MEMBERS NOT PRESENT

Council Member Ron Dailey, City of Loma Linda

OMNITRANS STAFF ATTENDING

P. Scott Graham, CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

Next Committee Meeting: Friday, September 4, 2015, 9:00 a.m.
OmniTrans Metro Facility

Board Chair Spagnolo thanked Board Member Wapner for his hard work and dedication in regaining local control of the Ontario International Airport.

C. COMMUNICATIONS FROM THE PUBLIC

There were no communications from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflict of Interest Issues.

E. DISCUSSION ITEMS

1. Approve Executive Committee Minutes – June 5 and June 23, 2015

M/S (Lilburn/Roberts) that approved the Executive Committee Minutes of June 5 and June 23, 2015. Roll call unanimous by all Members present.

2. Review Proposed Changes to Joint Powers Agreement and Recommend Changes be forwarded to Board Policy Committees for Review and Input

Legal Counsel Carol Greene reviewed the revised draft of the Joint Powers Agreement (JPA), stating that text in red was the initial draft presented to the Executive Committee on June 5, and the text in blue are the edits made as a result of Committee's input at the June 5th meeting. Review of the new draft touched base on:

SECTION 3 – GOVERNING BOARD

Paragraph A – Membership – As a result of a former County Supervisor's Debarment and Suspension, which would jeopardize Federal funding, the County Board of Supervisors took action in 2011 to reduce the Members on Omnitrans Board to four, eliminating the first district as that district did not have territory within Omnitrans' jurisdiction (Note: This action was never moved forward by Omnitrans.). Rather than eliminate the first district from the JPA membership, it was suggested and the Committee agreed to include language in the agreement that would provide for four seats from the County Board of Supervisors, with one member appointed as an alternate. This would allow the County to appoint the alternate.

Paragraph C (1) – Regular Meetings – Should the language be revised to reflect current practice? Legal Counsel advised that current language remain intact; as it would allow a Board Meeting to be canceled and still meet the minimum requirements of the agreement.

Paragraph D – Officers – Committee requested the title of General Manager be changed to Chief Executive Officer throughout the agreement. Language regarding an official bond shall remain intact; Omnitrans can waive the requirement when appointing new hires to these positions.

Paragraph E – Functions (1) – Proposed language "management, service and marketing plans and Short Range Transit Plan to be removed. The Committee emphasized that the document should meet broad minimum legal requirements which allows the Board to enact new policy, when necessary.

SECTION 4 – POWERS

The Committee requested that language giving Omnitrans the power of Eminent Domain be added to the Powers for consideration by the Board of Directors. In addition, Legal Counsel will review whether language can be added to give Omnitrans the power to tax that would provide a revenue stream moving forward, reducing dependence on funding from SANBAG. Statutory restrictions for exercising the powers shall be changed from the City of San Bernardino to the County of San Bernardino.

SECTION 6 – FINANCIAL SUPPORT

Legal Counsel explained that importance of including language that specifies member agencies transportation funding is allocated to Omnitrans, which applies to the Winding Up Procedures.

SECTION 7 – GENERAL MANAGER

This Section will be retitled to Chief Executive Officer

SECTION 8 – TREASURER

Language added to reference accounting procedures in conformance with Government Accounting Standards. The Federal Transit Administration (FTA) is not defined here as not all monies come from the FTA.

SECTION 14 - TERM

The language added simply refers to the Amended and Restated Agreement effective date, while still referring to the original agreement.

SECTION 15 – WITHDRAWAL OF PARTY

The first draft reviewed questioned whether this section was still required; County Counsel has confirmed that the original language shall remain.

SECTION 16 – WINDING UP

The section shall be retitled “Dissolution Procedures”. While Paragraph B as written in the original agreement can be deleted, more specific language needs to be added regarding Dissolution, to include language that should Omnitrans change governance structure (ex: transit district), assets will automatically transfer to the new structure.

SECTION 19 – MULTIPLE COUNTERPARTS

This section added to allow for the agreement to be signed separately by each member entity rather than requiring the original document is routed to each member entity. This has the potential of speeding up the approval process and eliminates the possibility of the original document being lost.

The Committee directed that once the recommended changes are complete, the revised draft should be forwarded to the Administrative and Finance Committee. At the same time it is presented to the Committee, the draft JPA will be sent to the all Board Members and City Managers, seeking their comment and input prior to the Committee Meeting, for discussion at the meeting. All Board Members will be invited to attend the Administrative & Finance Committee Meeting.

3. Recommend Proposed Transition Plan and Financial Analysis regarding Designation as the Consolidated Transportation Services Agency (CTSA) be submitted to SANBAG

CEO/General Manager Scott Graham explained that the Proposed Transition Plan and Financial Analysis was revised to include suggestions from the Board of Directors at its July Board Meeting. He added that early this morning, Omnitrans was notified by SANBAG that the Orange County Transportation Authority (OCTA) functions as a CTSA and that their program is more in depth than Riverside Transit Agency's program. SANBAG believes that it would be beneficial for Omnitrans to contact OCTA to learn more about their program to determine whether there is anything in their program that could be incorporated to add value to Omnitrans' proposed plan.

The Committee discussed whether Omnitrans should amend the plan and forward to SANBAG by the requested September 1 deadline or whether the revised plan, to include any changes as a result of the review of OCTA's program, should be presented to the Omnitrans' Board of Directors for approval. SANBAG's Director of Fund Administration Andrea Zureick confirmed that Omnitrans could delay submitting the draft plan until after the Omnitrans Board of Directors has the opportunity to review it at the Board Meeting scheduled September 2 as SANBAG would not act on it until October at the earliest. The Committee agreed that getting approval of the plan by the Omnitrans Board of Directors was essential; therefore, after review of OCTA's program, the plan will be revised accordingly and presented to the Omnitrans Board of Directors for approval on September 2, 2015.

F. BOARD BUSINESS

There is no Closed Session item scheduled.

G. REMARKS AND ANNOUNCEMENTS

There were no Remarks or Announcements.

H. ADJOURNMENT

The Executive Committee adjourned at 9:39 a.m. The next Executive Committee Meeting is scheduled Friday, September 4, 2015, at 9:00 a.m., with location posted on the Omnitrans website and at the Omnitrans San Bernardino Metro Facility.

Prepared by:

Vicki Dennett, Executive Assistant to CEO/General Manager

ITEM # E4

DATE: December 2, 2015

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: CONSTRUCTION PROGRESS REPORT NO. 41 THROUGH
OCTOBER 31, 2015 – sbX E STREET CORRIDOR BRT PROJECT**

FORM MOTION

Receive and file Construction Progress Report No. 41 for the sbX E Street Corridor BRT Project through October 31, 2015.

This item was reviewed by the Administrative and Finance Committee at its November 12, 2015, meeting, and recommended for receipt and file.

BACKGROUND

This is Construction Progress Report No. 41 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file Construction Progress Report No.41 for the sbX E Street Corridor BRT Project through October 31, 2015.

PSG:AR

Attachment

**sbX E Street Corridor
Bus Rapid Transit (BRT) Project
Construction Progress Report No. 41**

October 31, 2015

Prepared By:

**Omnitrans
Integrated Project Management Office**

Contractor: SBX Corridor - Griffith/Comet Joint Venture
VMF – USS Cal Builders

Contractor Contract No.: IPMO11-5

Omnitrans Program Manager: Andres Ramirez



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 - A. Vehicle Maintenance Facility (VMF)
- IV. Safety
- V. Project Budget and Cost
- VI. Change Orders and Claims
 - A. VMF Change Orders

I. PROJECT STATUS SUMMARY

A. Project Description

The sbX E Street Corridor BRT Project is an Omnitrans transit improvement project that consists of three components.

E Street Corridor: A 15.7-mile-long Bus Rapid Transit corridor that will connect the northern portion of the City of San Bernardino with the City of Loma Linda. The sbX E Street Corridor Bus Rapid Transit (BRT) Project has evolved as the highest priority corridor identified in the System-Wide Transit Corridor Plan for the San Bernardino Valley.

Bus Purchase: In order to provide service to the E Street Corridor a total of fourteen 60' articulated buses will be purchased.

Vehicle Maintenance Facility Modifications: A 4.4-acre facility maintaining and servicing the Omnitrans' bus fleet, comprised of over 160 buses. Modifications to Omnitrans' facility include the demolition of a bus washing station, removal of abandoned underground fuel tanks and new construction of a bus washing system, a new Genset, a three-lane CNG fueling station, and re-configuring the bus parking area. Modifications to the maintenance building are made in order to accommodate Omnitrans' 60-foot articulated bus fleet.

B. Summary Status Update

E Street Corridor:

City of San Bernardino Final Acceptance Work and World Oil Modifications:

- Work commence on October 19, 2015.
- Work about 15% complete.
- Scheduled to take 120 days.

10th to Highland:

- NTP issued for start of construction.
- Traffic control drawings have been submitted and approved by the City.
- Start of work has been delayed by submittal review process.
- Work scheduled to start on November 9, 2015.

PA System:

- Received 90% drawings and 60% specifications.
- Final design efforts continue.
- Bid package scheduled to be presented to Board in January for release.

Traffic Signal Synchronization

- Phase 1 Traffic Signal timing coordination is complete.
- Observation and adjustments started and will continue until next year.

Vehicle Maintenance Facility:

- Substantial Completion – June 15, 2015
- Negotiations for final completion and claims complete. Close out ongoing.
- Vacuum system, concrete patch, and removal of temporary canopy work being prepared for contract.

II. PROJECT SCHEDULE

The corridor work associated with the construction project is complete and revenue service was achieved as planned. Final City Acceptance, including World Oil, has commenced.

Following is the schedule status update as it pertains to the VMF:

A. Summary of Project Schedule – Vehicle Maintenance Facility (VMF)

Substantial completion was achieved on June 15, 2015 and the facility was placed into operation. Final completion and claims negotiations with the contractor have been completed.

III. REQUESTS FOR INFORMATION (RFIs), SUBMITTALS, AND NON-CONFORMANCE REPORTS (NCRs)

Vehicle Maintenance Facility (VMF)

Total RFIs – 259
Total Open – 0

Total Submittals – 432
Total Open – 0

Total NCRs – 20
Total Open – 0

IV. SAFETY

The project team considers safety to be the utmost priority. As such, the entire project team works towards a “no-lost time” goal on a daily basis.

VMF – The project achieved substantial completion with 64,436 “no-lost time” hours.

V. PROJECT BUDGET AND COST

TOTAL PROGRAM BUDGET

Budget as of September 30, 2015

Approved Budget	\$191,706,000
Cost to Date	\$175,873,989
Estimate to Complete	
Corridor Project	\$ 7,845,039
10 th to Highland	\$ 4,682,050
Estimate at Completion	\$188,401,078

VMF CORRIDOR PROJECT COSTS - AS OF September 30, 2015

	CURRENT AUTHORIZED	CURRENT INVOICES PAID	REMAINING CONTRACT BALANCE
STV Inc.	\$2,057,929	\$1,862,813	\$195,116
USS Cal Builders	\$14,498,151	\$14,275,031	\$223,120
Total	\$16,556,080	\$16,137,844	\$418,236

VMF CONTRACT TIME

Activity	Days	Date
Notice to Proceed		12/10/12
Calendar Days per Original Contract	425	02/08/14
CCO Time Extension to Date	241	10/7/14
Negotiated Time Extension	267	6/30/15
Total Revised Contractual Time	933	6/30/15
Calendar Days Completed as of June 15 Substantial	933	
Remaining Completion Days as of June 15 Substantial	45	
Forecasted Final Completion		10/31/15
Percent Time Elapsed	100%	

CHANGE ORDERS

VMF CONTRACT CHANGE ORDERS - As of September 30, 2015

Change Order Status	Amount
Approved Change Orders	\$3,952,439
Pending / Potential Change Orders	\$-81,500
Trends / Risks	\$300,000
Total	\$4,170,939

10th-Highland														
Construction		3,929,550	3,929,550	-	0.0%	-	-	-	3,929,550	3,929,550		3,929,550	-	3,929,550
Design		-	-	-	0.0%	-	-	-	-	-		-	-	-
Permits		50,000	50,000	-	0.0%	-	-	-	50,000	50,000		-	50,000	50,000
Utility Relocation		-	-	-	0.0%	-	-	-	-	-		-	-	-
Project Admin. And Management		540,000	540,000	-	0.0%	-	-	-	540,000	540,000		540,000	-	540,000
In Kind Contributions		162,500	162,500	-	0.0%	-	-	-	162,500	162,500		162,500	-	162,500
Sub-Total	-	4,682,050	4,682,050	-	0.0%	-	-	-	4,682,050	4,682,050		4,632,050	50,000	4,682,050
Remaining Unallocated Contingency														3,304,922
Total	191,706,000	178,315,050	188,401,078	175,873,989	98.6%	148,922,481	35,265,402	184,187,883	8,925,258	(5,872,833)		3,763,195	450,000	188,401,078

39.12%3,124,503.50

Remaining4,862,468.63

10th to Highland4,682,050.01

Difference180,418.62

IPMO/sbX Project Cost Report
Period Ended 30-Sep-2015

Description	Current Budget	Approved Current Budget	Expenditures		Remaining Budget	Committed		Estimate to Complete	Estimate at Completion	Budget Forecast Variance
			\$	%			%			
BRT Construction	\$ 84,637,000	\$ 84,637,000	\$ 80,238,666	94.8%	4,398,334	\$ 81,514,962	96.3%	\$ 859,493	\$ 82,374,455	\$ 2,262,545
Vehicle Maintenance Facility (VMF) Construction	\$ 8,131,000	\$ 8,131,000	\$ 14,386,328	176.9%	(6,255,328)	\$ 14,532,225	178.7%	\$ 228,500	\$ 14,760,725	\$ (6,629,725)
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 16,628,000	\$ 15,365,942	92.4%	1,262,058	\$ 16,127,535	97.0%	\$ 113,000	\$ 16,240,535	\$ 387,465
ROW Acquisition Services	\$ 10,357,000	\$ 10,357,000	\$ 11,150,525	107.7%	(793,525)	\$ 11,738,400	113.3%	\$ 100,000	\$ 11,838,400	\$ (1,481,400)
3rd Party Utilities Design & Relocation	\$ 1,003,000	\$ 1,003,000	\$ 1,222,246	121.9%	(219,246)	\$ 1,106,117	110.3%	\$ 50,000	\$ 1,156,117	\$ (153,117)
BRT Design	\$ 17,849,400	\$ 17,849,400	\$ 16,965,643	95.0%	883,757	\$ 18,252,819	102.3%	\$ (1,069,848)	\$ 17,182,971	\$ 666,429
VMF Design	\$ 1,007,600	\$ 1,007,600	\$ 1,881,193	186.7%	(873,593)	\$ 2,019,556	200.4%	\$ 25,000	\$ 2,044,556	\$ (1,036,956)
Other Professional, Technical & Management Services	\$ 34,020,000	\$ 34,020,000	\$ 34,663,444	101.9%	(643,444)	\$ 38,896,269	114.3%	\$ (775,000)	\$ 38,121,269	\$ (4,101,269)
Allocated Contingency (Construction Contract)	\$ -	\$ -			-	\$ -	0.0%	\$ -	\$ -	\$ -
SUB-TOTAL	\$ 173,633,000	\$ 173,633,000	\$ 175,873,989	101.3%	(2,240,989)	\$ 184,187,883	106.1%	(468,855)	183,719,028	(10,086,028)
Unallocated Contingency	\$ 18,073,000	\$ 18,073,000	\$ -		18,073,000	\$ -	0.0%	\$ -	\$ -	\$ 18,073,000
TOTAL	\$ 191,706,000	\$ 191,706,000	\$ 175,873,989	91.7%	15,832,011	\$ 184,187,883	96.1%	\$ (468,855)	\$ 183,719,028	\$ 7,986,972

ITEM # E5

DATE: December 2, 2015

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Samuel Gibbs, Director of Internal Audit Services

**SUBJECT: SUMMARY OF RISK ASSESSMENT RESULTS AND
FISCAL YEAR 2016 INTERNAL AUDIT WORKPLAN**

FORM MOTION

Receive and file the results from the risk assessment and the FY 2016 Internal Audit Workplan.

This item was reviewed by the Administrative & Finance Committee at its November 12, 2015, meeting, and recommended to the Board of Directors for receipt and file.

BACKGROUND

The Department of Internal Audit Services was approved by the Omnitrans Board of Directors on January 9, 2008. Internal Audit Services has been providing services to Omnitrans since April 2008. One of the responsibilities assigned to the Director of Internal Audit Services is to conduct a risk assessment of the Agency annually and develop a workplan which includes audit engagements and activities for mitigation of risk.

ANALYSIS

Internal Audit Services helps Omnitrans accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes. The workplan outlines the audit activities to mitigate the potential risk identified by the assessment and summary of the interviews. Mitigation will consist of a mixture of audit engagements, strengthening of internal controls, and an evaluation of policies and procedures.

PSG:SJG

Attachment



OmniTrans Department of Internal Audit Services

Internal Audit Report 15-06

Risk Assessment and FY 2016 Workplan

Auditor Name: Samuel Gibbs, PhD

Audit Date: July 1, 2015

Risk Assessment
July 2015

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INTERNAL AUDIT ATTRIBUTES

Purpose

Mission

Omnitrans has established the Department of Internal Audit Services (DIAS) to strengthen internal controls and to promote the economy, efficiency and effectiveness of Omnitrans operations. The mission of the DIAS is to provide independent, objective assurances of Omnitrans. The DIAS will help Omnitrans accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes. The DIAS shall carry out independent and objective audits and reviews to accomplish its mission.

Goals and Objectives

DIAS is an internal service organization which assists Omnitrans management in ensuring:

- Omnitrans operates in accordance with Omnitrans procedures and applicable laws and regulations.
- Risks are appropriately identified and managed.
- Programs, plans and objectives are achieved.
- Adequate and effective systems of internal controls are in place.
- Important financial, managerial and operating information is accurate, reliable, and timely.
- Omnitrans contract and contract change order audits are conducted in a timely manner.
- Quality and continuous improvement are fostered in Omnitrans' control process.
- Significant legislative or regulatory issues impacting Omnitrans are recognized and addressed appropriately.
- Omnitrans assets and resources are adequately safeguarded, and Omnitrans operations are managed economically, efficiently and effectively.

DIAS participates and cooperates with management to ensure that Omnitrans successfully achieves its mission.

Organizational, Independence, Structure, and Resources

DIAS is given complete independence by Omnitrans executive management in using its resources, in selecting an area to be audited and the methodology to be used, and in determining the conclusions and recommendations resulting from its work. The Director of DIAS reports directly to the Chief Executive Officer/General Manager with a dotted line to the Administrative and Finance Committee of the Board of Directors.

DIAS shall submit written audit reports to the CEO/General Manager, and to the Board of Director's Administrative and Finance Committee, as needed.

All Omnitrans departments, programs, functions, systems, contracts and activities are subject to audits by DIAS. DIAS shall initiate audits activities based on assessed risk, legislative mandates and regulations, and on the response to requests from Omnitrans Board of Directors, CEO/General Manager, and department directors. DIAS auditors and staff shall have complete and unrestrictive access to all books, records, documents, reports, plans, contracts, and other relevant materials, as well as to all Omnitrans personnel and its third party contractors. Omnitrans management and staff shall cooperate fully with DIAS auditors during discharge of their duties, to include prompt reply to DIAS audit reports findings and recommendations, in accordance with Omnitrans procedures for audit resolution and follow-up.

RISK ASSESSMENT

Standards of Audit Practices

DIAS auditors, in conducting this risk assessment, adhered to the professional standards set forth in the Government Audit Standards promulgated by the Comptroller of the United States, and the International Institute of Internal Auditors (IIA), (e.g. *Standards for Professional Practice*).

What is Risk?

Risk can be defined as the combination of the probability of an event and its consequences. In simple terms, risk can be seen as a combination of the chance that something may happen and the degree of damage or loss that may result if it does occur.

What is Risk Management?

Risk management is the process of recognizing risk and developing methods to both minimize and manage the risk. This approach requires the development of a method to identify, prioritize, treat (deal with), control and monitor risk exposures. In risk management, the process is followed where the risks are assessed against the likelihood (chance) of them occurring and the severity or amount of loss or damage (impact) which may result if they do happen.

The annual internal audit risk assessment is intended to demonstrate:

- The breadth and depth of audit activities addressing financial, operational, strategic, hazards, and compliance of the Agency in relationship to the associated risk;
- Accountability for our resources; and
- The progress in our efforts to continually improve the Agency's Internal Audit program.

It is the intent to convey a current sense of the Agency's internal control environment and the extent to which controls are being assessed by regular audit activities, addressed proactively through advisory services, or investigated as a result of issues raised.

Frequency Performed

Risk assessments shall be performed annually, or as directed by the Administrative and Finance Committee of the Board of Directors, or the CEO/General Manager. Audit engagements will be conducted according to the potential for weakened internal control or increased risk.

Process and Methodology

The process will involve consideration of all potential risks facing Omnitrans in pursuing its strategies with risks broken down into appropriate headings (e.g. strategic, operational, financial, human resources, legal/regulatory and technological). and identified with the operating departments.

All risks should be clearly defined together with the controls that currently exist to manage them. An assessment of the adequacy of the present control system will avoid duplication of resources because several of the identified risks may already prove to be effectively controlled.

Risk will be determined by performing the following evaluations:

- Interview of the director and all key personnel in each operating department.
- A recap of all previous internal and external audits over the last 24 months.
- The use of self-assessment risk review list of questions provided by the FTA specifically designed to address risk in transit.
- A review of the Agency's strategic objectives.

It is important that the internal systems and procedures in place are adequate to manage the identified risk. Where control weaknesses are identified, these should be noted so that the proposed action is taken to remedy such weaknesses.

Internal Audit Services will undertake the identification of risks. Input will be obtained from the individual operating departments to ensure that all risks have been taken into account, and important risk and control issues have not been overlooked.

RISK DOMAINS

The risks facing the Agency today can be classified into domains that Enterprise Risk Management (ERM) recognizes:

Strategic:

The Strategic domain is risk related to the ability of the organization to grow and expand. Examples include customer relations, plan growth, new projects, and any change in governance structure as a result of planned growth. This process includes an evaluation of the alignment of the Agency's strategies to the actual activities of the Agency; additionally, how will the strategies and activities be measured? A strategic plan has been tied to the Agency's Management plan. The launch of the sbX Green line, Vehicle Maintenance Facility (VMF), and San Bernardino Transit Center (SBTC) has revealed the potential for other selective alternatives. The FY2015-2020 Short Range Transit Plan (SRTP) has outlined a plan for service changes, which includes express services, and Bus Rapid Transit (BRT) lite. The San Bernardino to Montclair express service (route 290) will be implemented September 2015. The successes and lessons learned will help with the implementation of additional express services.

Operational:

The Operational domain (the term operation in this case is not referring to vehicle operations) is derived from the organization's core business, including its systems, practices, policies, and procedures. Examples include procurement and planning policies. The Senior Leadership Team has developed a dashboard that includes strategic initiatives taken from the Fiscal Year 2016 Management Plan. The strategic initiatives will be reviewed monthly in the Senior Leadership Team Meeting. Progress of the strategic initiatives will be reported to the Board quarterly.

Financial:

The Financial domain deals with risk related to the organization's ability to acquire, raise, or access capital, as well as the costs associated with the transfer of risk. Examples might include federal, state, and local funding. The financial domain also includes the activities associated with securing funds that are passed through the Agency to a sub-recipient. Additionally, the Agency has to determine the risk appetite versus the potential savings for all forms of insurance. Finance has to determine and maintain the right risk management strategy for a public agency while optimizing the potential savings. Additionally, potential financial risk could be associated with any change to the cash allocation from SANBAG. The Agency's financial position is affected by the management of a proper balance on the Incurred But Not Reported (IBNR) allocation. It is imperative to determine the proper confidence level (assigning the reserves needed to minimize financial risks for potential occurrences).

Human Resources:

The Human Resources domain relates to the risk related to recruiting, retaining and managing the workforce. Examples include workers' compensation, FMLA, employee turnover, absenteeism, and discrimination. The Agency has placed emphasis on succession planning, skills inventory, training, and development to improve the internal applicant base. The average age of the Agency's workforce is 52 year old. A plan is being developed to address the retirement of key personnel.

Legal/Regulatory:

The Legal/Regulatory domain is risk related to transit statutory and regulatory compliance. Examples include the changes in internal policies as a result of the changes in the FTA Circular 4220.1F, revised March 18, 2013. The Agency presently receives direction from the county's legal staff and Burke, Williams, and Sorensen (B,W&S). Additionally, close attention will be paid to change in federal, state, and local regulations. The FTA has placed emphasis on Buy America, Procurement best practices, construction project management, and management of grants three years or older.

Technological:

The Technology domain is risk associated with equipment, devices, and reporting systems. Examples include new fare box recovery equipment and the implementation of a new Enterprise Resource Planning (ERP) system. The Department of Internal Audit Services will assess additional vulnerability associated with a complex information technology department. The Internal Audit Department will continue to assess the institutionalization of the new ERP system. A strategy is being considered that will address required change management to address SAP concerns. The Agency is considering adding staff dedicated to maintaining the system, rather than investing in consultants every time adjustments are needed. Additionally, the assessment will include an evaluation of the efficiency realizations relative to the implementation objectives. With the launch of the sbX and the future opening of the SBTC in September 2015, the Agency is using some new technology for the first time. Some of the new technology includes Ticket Vending Machines (TVM), Traffic Signal Prioritization (TSP), active Public Address System (PAS), and in coach Wi-Fi. The lessons learned from the sbX and SBTC implementations will be useful for future BRT and BRT-lite projects.

Recommended Areas for Audit Engagements

Risk can be mitigated by conducting audit engagements or involvement in the following areas:

- Sub-recipient grants oversight
- Succession Planning, including performance management and employee development, and the workforce development program opportunities
- Information technology
- Grant Process
- West Valley Connector Corridor (WVCC)
- San Bernardino Transit Center (SBTC) launch and monitoring, safety and security
- Preparations for a potential Financial Management Oversight (FMO) review from the FTA
- Procurement System Review (PSR)
- Buy America Pre-Award and Post-Delivery Audits
- Construction document control and security

Strategic

Future Funding and Growth - The Agency has to determine strategies for future funding and growth. The out years after FY 2015 will have some uncertainties. The Agency is addressing methods for cost containment/reductions to optimize current funding to maximize efficiencies. For example, the feasibility study on pipeline CNG, and the conversion of the new Access vehicles to CNG. Staff will continue to look for ways to reduce cost while providing quality service. Some examples of both cost saving and environmental initiatives are: monitoring the electrical usage, water conservation, drought tolerant landscaping, and solar at some of the facilities.

Operational

Service Optimization - The development of strategies to address the optimization of service levels during a recovering or static economy. The launching of the sbX Green Line and other future premium services has changed the way service delivery is viewed. Changes will be implemented changing the approach from a radius delivery network to a grid delivery network. Instead of tweaking the system in small bits and pieces: the system is being evaluated in a more comprehensive manner, integrating the fixed routes with the sbX services. Reliability has to be maintained as demand increases and service remains flat. In 2001, the Omnitrans Board of Directors established a standard for resource allocation amongst routes and services. The standard was re-confirmed in the FY2015-FY2020 Short-Range Transit Plan, as new resources are added, they should be added such that Omnitrans moves to 65% productivity-oriented service and 35% coverage-oriented services. Omnitrans will be introducing additional express services, as well as look at opportunities for public-private involvement in circulator routes.

Quality Management Process and QA Site Visits - During the construction phase and substantial completion of the sbX project, a comprehensive quality program was developed to measure and monitor quality control. A member of the quality assurance (QA) team was in the field daily monitoring the quality of the work performed by the contractor and the Construction Management Services (CMS). Moving forward, the function of the QA Manager will be to assist the Integrated Project Management Office (IPMO) team with any construction activities and the West Valley Connector Corridor (WVCC) project. The QA Manager will conduct onsite quality audits and report the results monthly. DIAS will monitor the QA activities, which will include periodic reviews. The Agency will use oncall consultants to fill any needs for QA services. A QA Manager will be hired full-time once we progress to the stage in upcoming projects where full time services are needed. Until that time, the Director of Internal Audit will attend meetings and stay updated on the progress.

Buy America Pre Award and Post Delivery Audits - The Agency has a fixed fleet replacement strategy that outlines the replacement of 15 buses each year (as funds availability allows). Omnitrans has selected New Flyer of America Inc. in Winnipeg, Canada and Crookston, MN as the preferred manufacturer to manufacture fifteen (15) 40' CNG buses. Federal Transit Administration (FTA) regulations require that Omnitrans complete a pre-award audit of the bus manufacturer to determine if they comply with the Buy America requirements outlined in 49

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CFR Part 661 and Part 663. Post-delivery audits are also required to ensure compliance with the FTA Buy America requirements.

Procurement System Review - The Agency's procurement process was audited by the FTA in April 2013, and there were 60 elements reviewed, 32 were deemed non-deficient, 22 deficient and six (6) not applicable. Of the 22 deficiencies, three were singled out as needing immediate attention. All deficiencies from the April 2013 review were addressed. The Department of Internal Audit Services will continue to randomly evaluate the effectiveness of the procurement processes and provide support to ensure that the controls are strengthened. The corrective action in 2014 included updated training for staff. It is recommended the changes implemented in 2013 and 2014 are reviewed for compliance and understanding. An additional series of training should be conducted in FY 2016 to ensure staff is current. Compliance will be achieved in this area by the continuing performance of random audits using the guidelines provided by the FTA for a PSR. Procurement System Review audits will include follow-up on procurement contracts. Spot checks, checklists, proper price and price/cost analysis will be reviewed. Training will be recommended in any area where deficiencies are discovered.

The Agency is scheduled for a Procurement System Review (PSR) starting on August 24, 2015, which will review the corrective action taken from the prior PSR in 2013.

Contract Administration - DIAS will conduct regular random audits of the administration of active contracts. Additionally, there will be reviews of the change order process and the resolutions to submitted change orders. There are safeguards added to SAP to ensure that the internal controls are in place to monitor the approval process and the release of proceeds associated with contracts. Manual backups are also implemented to provide a work around for SAP, when needed. When manual backups are used, the expenditures will not exceed the contract amount.

Contract Management - The Agency is in the final phase of closing out the corridor portion and the Vehicle Maintenance Facility (VMF) of the sbX project; therefore, contract management remains a critical component of delivering a successful project. It is critical to managing all of the contracts according to the original document and in accordance to federal guidelines.

Site Visit I St. and Feron St. - Internal Audit will conduct follow-up reviews and visits to assess proper monitoring of the safety and security and drug and alcohol compliance audits for the contract provider MV Transportation. Consideration will be given to the relocation of Feron St. to an Agency-owned site, since it is currently located on leased property.

Bus Ride - Take a monthly bus ride and monitor rider perception, customer service, driver behavior, and Agency image. The results from the bus rides are fed into an ad hoc group, which is tasked with making the necessary adjustments. The ad hoc group will continue to meet regularly to monitor results, conduct comparison audits on the reliability of the Trapeze system, adjust TransitMaster data, and validate the data for reporting to the National Transit Database (NTD). Each week a member of the Senior Leadership Team takes a bus ride to assess our system through the eyes of the rider (customer). These rides include a review of the condition of

the coaches, customer service, and direct discussions with riders. The highlights from the rides are discussed at that week's Senior Leadership Team Meeting, and necessary adjustment changes are implemented.

Human Resources

Communication - The communication channels deal with the strategies for disseminating information internally and externally. The Agency is obligated to communicate policy and procedures consistently across all departments, and have effective methods to ensure important information affecting all employees is communicated. Critical information must be communicated to the Board of Directors effectively and in a timely manner. Communication to external stakeholders is also critical. This communication is achieved through the website, monthly newsletter, blogs, Facebook, and public hearings. Leaders at every level of the Agency also ensure that important information is communicated to subordinates by having weekly meetings, monthly one-on-ones, and tailgate meetings in Maintenance. The Agency also holds quarterly meetings to communicate updates.

Succession Planning and Management Development - Succession planning is a strategy to recognize and promote internal growth and development at every level of the organization. The succession planning process requires full participation of each department director to "cultivate leadership", identify potential talent, provide growth opportunities, and assign tasks of increasing responsibility. Counseling, encouragement, and direction by a Director is critical to ensure success. An internal leadership program is the Leadership Action Program. Other opportunities include the Disney Leadership Course, APTA leadership programs and seminars, as well as the California Transit Association's committee participation.

The FTA awarded Omnitrans a \$340,000 grant to conduct workforce development, which served as an opportunity to introduce transit to unemployed or under-employed individuals. The Agency hired 11 coach operators and two employees in other departments. Additionally, an internship program was implemented for operations (contracts services), using resources from the workforce development grant.

Work Schedules and Flex - Conduct biannual follow-up reviews of individual work schedules by department. Reviews will address the following questions 1) are all employees working within core hours as defined by the department director? 2) are the management confidential and represented employees working within the policies for each designation? This process will consist of a full audit annually and quarterly follow ups.

Workers' Compensation and Incurred But Not Reported (IBNR) Activities - A follow-up audit will be performed to review compliance with law and regulations for workers' compensation and surveys will be conducted to find methods to reduce workers' compensation claims. An audit of the workers' compensation process was conducted in 2009, and the Agency was managing the process effectively. This process will be audited again to ensure that the Third Party Administrator (TPA) is providing the proper guidance to assist in the Agency's efforts to reduce claims and cost. The Agency is in the second year with a new TPA.

Employee Recreation Club (ERC) - Conduct ongoing random and routine audits on the ERC activities and financial management process.

Financial

Economic Conditions/Budgeting - Challenging economic conditions are always a genesis for fraudulent or unethical practices. In support of the required fraud examinations during our external audit, the DIAS will continue with the fraud detection element to every internal audit engagement. The Agency has strong internal controls in place and is always willing to address any weakened controls that are discovered. In a review of process and procedures, or in normal interactions, there were no discoveries of fraudulent activities. It is a requirement that any indication of fraudulent activities, or activities that might cause the possibility of financial misstatement, is reported to the governance body immediately.

Transaction Flow Review - Select random transactions in accounts payable, accounts receivable, receiving, and procurement and follow the flow from beginning to end. The review will include monitoring who has access to that area, what the lines of authority are, and the process. Additionally, reviews of the payment process will be included in the follow up. The Agency has a good reputation for paying invoices on time; that process will require reviews to ensure best practices continue.

Cycle Count/Inventory Control - A weekly assessment and recap of the previous week's cycle count will be performed. The normal full review will be conducted on a quarterly basis.

Inventory Control - A full review will be conducted annually to ensure that all processes for inventory management are being completed at both East Valley and West Valley. These processes include cycle counts Mon-Thurs., timely reconciliation, and proper reporting.

Fuel Audit - Conduct a review of fuel use and management of the Forward Fuel Purchase Program. Additionally, all transactions for the Forward Fuel Purchase Program will be subject to random and routine audits as deemed necessary by the CEO/General Manager or the Administrative and Finance Committee of the Board of Directors.

Fuel prices are presently showing a downward trend for the first part of 2015. However, future prices remain unpredictable. Also of concern is the availability and dependability of Liquefied Natural Gas. Omnitrans presently is under contract with one of the two available sources to Southern California. The hedge program and the pursuit of alternative fuel strategies were monitored during FY 2015. Staff is making the determination whether after the fuel hedge expires, if it is still of value to enter into another hedge program. The price of Liquefied Natural Gas (LNG) has been on a downward trend. The Agency is also exploring the feasibility of pipeline CNG. Once the Agency converts to pipeline, the hedge program may no longer be necessary. Additionally, the Access fleet is being converted from petroleum gas to CNG. These changes will contribute to reduced costs and a continued commitment to cleaner air. Although the plans are to convert as many vehicles as possible to CNG, as the transition is taking place, there will still be vehicles which use unleaded gas. California Air Resources Board (CARB) has

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created “Fuels Under the Cap” regulations (AB 32). This hidden CARB fee could cause some increase in gas prices. Additionally, the unleaded gas price has seen dips and spikes.

Grant Review and Update - Routine review of the grant process is needed to ensure the Agency is maximizing the funding options available. In addition, the grant process will be evaluated to ensure that all funds are drawn down as soon as the funds are available to the Agency. For example, the Treasury Manager is requesting federal reimbursement as soon as the Agency pays the invoice, and there is not more than 72 hours between when invoices are paid, and reimbursements are drawn down from TEAM. Follow up on FTA requirement for timely closeout of grants. The FTA considers it to be a best practice to have grants closed out after three years.

Grant Process - Construction grants such as the sbX project and the VMF project are subject to Improper Payments Elimination and Recovery Act (IPERA) reviews. The FTA has placed emphasis on grantees closing out grants that are over three years old. Internal Audit will work with the Treasury Manager to stay current on grant administration. Additionally, the Internal Auditor will review the execution of the quarterly FTA 1512 reporting requirements. All recipients of the American Recovery and Reinvestment Act (ARRA) grant funding are required to submit quarterly reports on progress in implementing their grants pursuant to the requirements of Section 1512 of the Recovery Act. Recipients submit reports through a central government wide reporting portal provided by the Recovery Act Accountability and Transparency Board, in coordination with the Office of Management and Budget (OMB). The reporting is done by the Treasury Manager and reviewed by another party assigned to provide oversight. In FY 2015, Omnitrans was in compliance with all ARRA and IPERA requirements. This review will be conducted again for FY 2016 in the fall of 2015.

Cash Accountability - Internal Audit and the Finance staff will conduct both quarterly and random audits of the cash collection and counting process for the fareboxes. The counting and deposit of these funds are performed by an outside vendor. Omnitrans’ staff can monitor the process by matching the GFI reports to the bank deposit slips.

Petty Cash - Conduct biannual reviews of all petty cash funds. Review petty cash funds to ensure that transactions are conducted in accordance to the Agency’s policy (approved 4-10-2006 and revised 12-15-2006).

P-Cards - Conduct biannual reviews of P-Card use within compliance of applicable laws, regulations, and Agency policy 3000.

Technology

IT Evaluation- The proposed engagements with IT will include the monitoring of IT security such as passwords, security levels, and segregation of duties (no one IT employee should have exclusive access to all levels of the IT infrastructure).

Information Technology (IT) - Audit to review license and security levels on the network. An additional review will be performed addressing the safeguard of confidential information. The

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July 2015

audit will be performed to measure the effectiveness of SAP implementations. Internal Audit will look into contracting an IT auditor to conduct system reviews.

Sub-Recipient Monitoring and Review - Sub-recipients are organizations who receive FTA funds passed to them through Omnitrans, which acts as the primary grantee. In this capacity, Omnitrans' staff is responsible for providing oversight to the sub-recipient. The Finance Department has an assigned representative who does follow up with the sub-recipients using site visits, checklists, and reports. Internal Audit will also conduct random visits to ensure the quality of the sub-recipient program.

San Bernardino Transit Center (SBTC) - The SBTC is scheduled for operation on September 8, 2015. SANBAG was the lead agency on the construction phase of the SBTC project. Omnitrans' staff has a role in monitoring the progress and ensuring that the finished product fits the needs of the Agency. The focus is on cleanliness, safety, and connectivity. The close out phase of the SBTC project is ongoing and Internal Audit and Finance has a role as the oversight for the project. SANBAG is considered a sub-recipient for the FTA-funded portion of this project. A review will be conducted to assess how the budget versus construction cost has affected the project.

Fare Pass Monitoring - Continue to audit the report to ensure that the overrides for fare passes are not excessive. Coach Operators have the ability to override the issuing of fare passes when the system fails to automatically produce a pass. Operations can track the amount of fare passes overridden by Coach Operators. The report is monitored for activity outside of the normal perimeters, which signals possible abuse. Internal Audit will continue to monitor quarterly because this is an area of significant exposure for the Agency.

Environmental Initiative - The Omnitrans Mission Statement states the Agency will service our customers in an environmentally friendly manner. Omnitrans' staff is committed to research ways we can conserve water, reduce electricity usage, continuously take advantage of low emission vehicles, and recycle and salvage our waste appropriately. To this means, the Agency reclaims over 80 % of the water used for the bus wash at both facilities; we have changed landscaping to drought tolerant designs; installed electric charging stations; and are researching the use of electric buses.

Reduction of Non-Revenue Vehicles - Non-revenue vehicles are used by the Maintenance Department, general Agency business, and for Coach Operators to drive to and from the routes (for relief purposes). The goal is to reduce the coach operator's relief vehicles by five (5) by doing relief and splits at the SBTC.

Maintenance Parts Availability (SAP Tracking) - The proper on hand inventory of parts is critical for managing the amount of days a vehicle is out of service for maintenance. The SAP system is programmed to replenish parts according to velocity. The system will automatically adjust for seasonal peaks or shifts in parts' fail rates. The integrity of the inventory counts, cycle counts, and SAP system has to be monitored and adjusted for best results. The indicators for the effectiveness of the parts availability are the vehicle deadlines; how quickly buses can be repaired and returned to service.

Additional Engagements

Carry-forward audits

This category will be dependent upon current audits that are incomplete at the end of the fiscal year end.

Other audit engagements to be complete this fiscal year

Conflicts of Interest - A review will be conducted of current laws, regulations and policies and their application at the Agency.

Discipline and Termination - A review will be conducted of the discipline and termination process and compliance with applicable laws, regulations and policies.

Hiring Processes - A random review of the hiring process, and compliance with applicable laws, regulations and policies will be conducted.

Special Projects - Any activity deemed necessary by the CEO/GM or the Administrative and Finance Committee.

Risk Assessment - An updated risk assessment will be conducted in late May 2016 or no later than early July 2016.

Follow-Up - Conduct reviews of completed audits to assess the progress and implementation of previously issued audit recommendations and management responses as required by the Professional Standards. Follow up on any material issues or deficiencies identified by internal or external engagements.

Real Estate Sale - Omnitrans Board of Directors authorized the Chief Executive Officer/General Manager to proceed with the disposition of the 28.8 acre property located in Rancho Cucamonga, California (Mid-Valley) in FY 2015. Additionally, the Board of Directors approved a professional services agreement between Omnitrans and the San Bernardino County Real Estate Services Department (RESO) for disposition of the property. The RESO advertised the property to governmental agencies. The property must be offered to governmental agencies for at least 60 days. An original offer was made on the property and later retracted. The Director of Finance is working with the RESO to offer the property a second time. The FTA has authorized the reallocation of the proceeds from the sale of the property for additional transit-related enhancements.

Summary of Audit Activities for FY 2015

Engagements	Findings, Recommendations and Outcomes	Follow-Up
Sub-Recipient Grant Oversight and Sight Visits	<p>Sub-recipients are organizations which receive FTA funds passed to them through Omnitrans, which acts as the primary grantee. In this capacity, Omnitrans' staff is responsible for providing oversight to the sub-recipients. During the period under review, Omnitrans' staff provided oversight for 16 sub-recipients. The Finance Department has an assigned representative who does follow up with the sub-recipients using site visits, checklists, and reports. Internal Audit, the Treasury Manager, and the assigned staff from Finance conducted site visits of all sub-recipients, which were completed by July 31, 2015.</p> <p>The agencies or projects that are considered sub-recipients are: City of Needles, Inland Valley Recovery Services, City of Rialto-Metrolink Expansion Project, SANBAG-San Bernardino Intermodal Transit Center, Valley Transportation Services, Central City Lutheran Mission, Community Senior Services, LLUMC Adult Day Health Services, United Way Inland Empire, City of Yucaipa-Yucaipa Transit Center-Phase II, City of Chino-Chino Transit Center Phase II, City of Fontana-Transit Stop Access Improvements, City of Highland-Transit Stop Access Improvements, SANBAG-Downtown San Bernardino Passenger Rail Project, and Victor Valley Transit Agency.</p>	Ongoing FY 2016
Armor Transport Services	<p>Internal Audit and the Finance staff conduct both quarterly and random audits of the cash collection and counting process for the fare boxes. The cash and coin collected from the fare boxes amounts to about \$7.5 million a year. The counting and deposit of these funds are performed by an outside vendor. Omnitrans' staff can monitor the process by matching the GFI reports to the bank deposit slips. The last audit of the GFI reports to the bank deposit slips yielded a .4% variance on \$250,000. This is about a \$1,000.00 variance on \$250,000.00 worth of transactions, which was well under the +/- 3% tolerance. The total variance for the entire nine months under review was plus \$728.55 or .09% on transactions of \$738,057.75, which was well under the +/- 3% tolerance.</p>	Ongoing FY 2016
Employee Recreation Club (ERC)	<p>The Employee Recreation Club (ERC) provides formal recreation for the employees and family members of employees of Omnitrans and is managed and operated independently of Omnitrans. The ERC has its own officers consisting of employees/members that are voted into office for a period of two years. The sources of income for the ERC are membership dues, collected by payroll deduction and paid to the club by a check from the Finance Department. Membership dues are an initial fee</p>	Ongoing FY 2016

Summary of Audit Activities for FY 2015

Engagements	Findings, Recommendations and Outcomes	Follow-Up
	<p>of five dollars, and .25 % of the member's pay (by payroll deduction) not to exceed \$150.00 per year. The other income source is the revenue collected from the vending machines at West Valley, East Valley, and the San Bernardino Transit Center. The ERC sponsors about a dozen trips per year. The total cash amount collected from dues and vendor revenue, which is applied to recreational activity, is in excess of \$40,000 a year. Most trips are free of charge to members; family members and non-members are required to pay full price. The last review was conducted on July 17, 2015 and the findings were as follows:</p> <ul style="list-style-type: none"> - Check stubs for all checks written since July 2014 until June 2015 were accounted for (checks 2045-2061), and all funds balanced. - Reviewed bank statements in the checkbook for June 2014 through June 2015, and matched the deposits to the deposit studs. All deposits were made in a timely manner for the amounts listed on the stubs. - All recommendations from prior audits or reviews were complied with 100%. - A review of the minutes from the meeting held on February 21, 2015, indicated the ERC has 179 members. Also discussed in those minutes were ways to include West Valley in all ERC activities at the same level East Valley participates. - Terrence Gipson, President of the club, will be speaking with the vending machine vendor to request a healthier, fresher assortment of food in the machine. This helps to promote wellness in line with the objectives of the Agency. - Elections will be held on September 26, 2015. - For the past three years, the ERC hosted the annual Holiday Party. This year the Agency elected to host the seasonal event. Human Resources Safety & Regulatory Compliance is taking the lead on the coordination of the event. ERC members will be included in the committee meetings for input. - At the time of the 2014 review check # 2039, for \$75.60, had not cleared the bank yet. This check still had not cleared the bank and was voided. <p>There were no recommendations or material findings during this engagement. The full report is available upon request.</p>	

Summary of Audit Activities for FY 2015

Engagements	Findings, Recommendations and Outcomes	Follow-Up
P-Card	<p>The purpose of the P-Card audit is to provide a routine follow-up for the Agency that continues to look at P-Card transactions in relationship to the policy and procedures. A semi-annual review allows the Agency to detect quickly and correct any deviations from policy. Regular and routine follow-up is a method of improving internal controls for the process. The last Formal review was June 2015; a review of the P-Card transactions is in process and will be reported on the next update. The findings from the last review are as follow:</p> <ul style="list-style-type: none"> - There was a question pertaining to hotel rates for a trip taken in February 2015. The host hotel was offering a rate Of \$450.00 per night; other hotel close to the host hotel had lower rates available. This raises the question of how to determine acceptable lodging rates (and when to stay at the host hotel or not for conferences). When this situation comes up again, the determination will be made on a case by case basis. Consideration will be given, if there is a benefit, to staying in the host hotel. - The travel expense document was changed to include language on how mileage is claimed when carpooling is done. The website and document have been updated. - There was travel where the expenses were paid for using the employee's P-Card. The use of a P-Card for travel is acceptable. In the cases where a P-Card is use to pay for travel, the travel approval form and a travel expense report is still necessary. <p>It is recommended that the Department Directors continue to review closely and educate subordinates when needed, on the proper use of P-Cards.</p>	<p>Ongoing FY 2016</p>

Summary of Audit Activities for FY 2015

Engagements	Findings, Recommendations and Outcomes	Follow-Up
SANBAG Triennial Review	<p>The San Bernardino Associated Governments (SANBAG) engaged the PMC consultant team to conduct the Transportation Development Act (TDA) triennial performance audit of the six public transit operators under its jurisdiction. The performance audit serves to ensure accountability in the use of public transportation revenue. This performance audit was conducted for Omnitrans covering the most recent triennial period, fiscal years 2011-12 through 2013-14.</p> <p>The audit included a review of the following areas:</p> <ul style="list-style-type: none"> - Compliance with TDA Requirements - Status of Prior Audit Recommendations - System Performance Trends - Functional Review <p>The primary findings from the audit were:</p> <ul style="list-style-type: none"> - Omnitrans has complied with all applicable compliance requirements of TDA. - There are two prior audit recommendations being revised and carried forward for the next audit period and one new recommendation, as follows: <ol style="list-style-type: none"> 1. Identify challenges that staff have working with SAP and make best efforts to improve the program experience and make it as efficient and seamless, as possible (Prior audit recommendation, but revised and carried forward for next audit period) 2. Report performance against the FY2015-2020 Omnitrans Short Range Transit Plan, OmniConnects: Connecting People, Business & Community (New recommendation) <p>Find ways to increase sbX bus rapid transit ridership over time (Prior audit recommendation, but revised and carried forward for next audit period.)</p>	<p>Continue to monitor Internal Controls</p>
I St. and Royal Coach Review	<p>Omnitrans operates four facilities. The four facilities consist of two for fixed route operations and two for the Americans with Disabilities Act (ADA) Paratransit operations. Omnitrans owns the sites at West Valley, East Valley, and “I” Street in San Bernardino; the Feron street location is operating under a lease agreement. Additionally, a portion of the “I” street location is</p>	<p>As Needed in FY 2016</p>

Summary of Audit Activities for FY 2015

Engagements	Findings, Recommendations and Outcomes	Follow-Up
	<p>leased to Royal Coach Auto Body. All Omnitrans' properties are subject to regular inspections for safety, security, and Agency brand. The purpose of this review is to provide documentation for the inspection performed of the ADA Paratransit contractor, First Transit, and the permittee Royal Coach Auto Body.</p> <p>A rental agreement was signed by Omnitrans' CEO/GM Durand Rall on November 5, 2001, entering Juan Tapia/Royal Coach Auto Body (jointly and separately referred to as Permittee) into a month-to-month rental agreement. The initial amount was a deposit of \$425.00 and \$850.00 per month, and \$400.00 per month as fair share of utilities expense.</p> <p>The first amendment was issued June 16, 2004, and effective July 1, 2004, Amendment No. 1, adjusted the monthly rental to \$1,800.00 per month and the fair share of utility to \$650.00 per month. There were also adjustments to space and additional parking added for \$100.00, bring the total due monthly to \$2,550.00.</p> <p>Amendment No.2 was issued on June 23, 2008, and effective August 1, 2008. The monthly rental amount was adjusted to \$2,070.00, the fair share of utility was adjusted to \$747.50, spaces for additional parking remained at \$100.00, bringing the total due monthly to \$2,917.50.</p> <p>The adjustment from July 1, 2004 to August 1, 2008, was a 15% increase across the board. This would reflect an annual increase of 5% (non-compounded) for this period.</p> <p><u>Finding</u></p> <ul style="list-style-type: none"> - The appearance of the property during the business hours needed improvement. The contractor First Transit has opportunities to improve the condition of the physical property (trash on the ground and cleanliness). The property could use some refreshing such as paint. Royal Coach Auto Body has an opportunity to keep the front of their area cleaner (autos are scattered in front of the building sort of helter skelter). - Omnitrans' storage area behind the fence in the rear needs organizing and consideration should be given to whether we are storing items there in a manner that protects the asset. - There is a radio hanging from a hook in an area where there is regular use of water. This is a major safety issue. 	

Summary of Audit Activities for FY 2015

Engagements	Findings, Recommendations and Outcomes	Follow-Up
	<p><u>Recommendation(s)</u></p> <ul style="list-style-type: none"> - Recommendation is that the Omnitrans' Maintenance Department surveys the conditions at I Street and prioritizes a list for painting, organization of the storage area, and any minor repairs. - Safety and security include training on their visits about unsafe conditions. - Re-evaluate the rental agreement with Royal Coach Auto Body. - Communicate to Royal Coach Auto Body the expectation for aesthetics and brand (image). 	

Summary of Audit Activities for FY 2015

Engagements	Findings, Recommendations and Outcomes	Follow-Up
Procurement System Review (PSR)	<p>The Federal Transit Administration (FTA) contracted the consultant Leon Snead & Company to conduct a Procurement System review (PSR) of Omnitrans.</p> <p>FTA grantees use their own procurement procedures that reflect applicable State and local laws and regulations, providing that the process ensures competitive procurement and that the procurements conform to applicable Federal law, including 49 CFR Part 18, specifically Section 18.36 and FTA Circular 4220.IF, “<i>Third Party Contracting Requirements</i>.” Grantees will maintain a contract administration system that ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. A PSR is scheduled for August 24, 2015 and will be concluded on August 26, 2015. An update on the PSR and any recommendations will be provided in future reports.</p>	Randomly in FY 2016
Travel Expense Review	<p>The Mission of Omnitrans is to provide the San Bernardino Valley with comprehensive public mass transportation services which maximize customer use, comfort, safety and satisfaction while efficiently using financial and other resources in an environmentally sensitive manner. The safeguarding of public dollars is a key factor in delivering on Omnitrans promise to stakeholders. One way the use of public funds is safeguarded is through routine review of travel expense for trips taken by staff in the execution of business. The CEO/GM requested a review of the travel process based on observations from documents which came across his desk.</p> <p><u>Finding</u></p> <ul style="list-style-type: none"> - There was an instance when a group of employees carpooled and claimed individual mileage reimbursements. Only the driver is eligible for reimbursement for mileage. The travel expense report form does not specifically indicate only the driver is eligible. - In some cases when the P-Card is used for travel, an expense report form is not completed, documenting the travel. Finance only files travel reimbursements for those transactions where there is an expense report form turned in. <p><u>Recommendation(s)</u></p> <ul style="list-style-type: none"> - That additional information is added to the travel form. In the window where the per mile reimbursement amount is 	Ongoing FY 2016

Summary of Audit Activities for FY 2015

Engagements	Findings, Recommendations and Outcomes	Follow-Up
	<p>indicated add “when carpooling only the driver qualifies”).</p> <ul style="list-style-type: none"> - When using a P-Card for any travel expense, a travel form is still required. 	
Workforce Development	<p>Omnitrans applied for an Innovative Transit Workforce Development Program Grant in June of 2012. The goal of the FTA program was to develop and introduce unemployed or under-employed individuals to a transit experience. The grant was awarded to Omnitrans in March of 2014 and needed to be used within 18 months. Omnitrans requested \$400,000 and was awarded \$340,000. The grant is not specific to Omnitrans; it is designed to address a regional transit need, which includes partnerships with the other six transit providers in the region. An internal team was assembled to establish a curriculum, design the scope of the training, hire instructors, acquire a coach simulator, and administer the grant. Site visits were made to Los Angeles Metro Transit Agency (LAMTA), who had been the recipient of prior FTA workforce grants and was awarded funds again. We learned quite a bit from their successes and failures. Since October 2014, the Bridge program has trained 180 participants, and in partnership with CSUSB, built a true to life coach simulator. The program is ongoing until September 2015.</p> <p>The outcomes to date from the Workforce development grant are:</p> <ul style="list-style-type: none"> - Obtained a Coach Simulator - Conduct classes for 180 participants - 39 made it past the first phase of the employment process - 11 hired at Omnitrans as Coach Operators - 9 found employment elsewhere after the class - 1 employed as a stops and stations employee - 1 employed at LAMTA - 1 hired by the security contractor - Hired two interns for the Operations Department 	Closeout March 2016
IPERA	<p>On July 22, 2010, the President signed into law the Improper Payments Elimination and Recovery Act (IPERA; Pub.L. 111-204). IPERA amended the Improper Payments Information Act of 2002 (IPIA; Pub. L. 107-300) and generally repealed the Recovery Auditing Act (Section 831, Defense Authorization Act, for FY 2002; Pub.L. 107-107). IPERA directed the Office of Management and Budget (OMB) to issue implementing guidance to agencies. As part of the IPERA initiative, the Federal Transit Administration (FTA) contracted Deloitte to conduct oversight review of grantees. Omnitrans was asked to provide information on three invoices, one from Parsons, and two from the Griffith/Comet Joint Venture (JV). Before forwarding the information to Deloitte, a line by line</p>	None needed

Summary of Audit Activities for FY 2015

Engagements	Findings, Recommendations and Outcomes	Follow-Up
	<p>internal review of each invoice was conducted. The review also required some analysis of each of the original contracts.</p> <p>All information was provided and the review was found to have no deficiencies. Full documentation available for review upon request.</p>	
National Transit Database (NTD) Reporting	<p>The National Transit Database has implemented annual data reporting requirements for all FTA grantees. It is important to ensure the data we report is valid and reliable. The Internal Audit chairs an ad hoc committee, which consists of a representative from each of the departments reporting NTD information. The objectives of the committee are to discuss the information reported, review deficiencies, monitor results, and work with IT to establish solutions when the data is flawed.</p>	July 2016

Summary of Audit Activities for FY 2015

Engagements	Findings, Recommendations and Outcomes	Follow-Up
Buy America	<p>Omnitrans has selected New Flyer of America Inc., in Winnipeg, Canada and Crookston, MN, as the preferred manufacturer to manufacture fifteen (15) 40' CNG buses. Federal Transit Administration (FTA) regulations require that Omnitrans complete a pre-award audit of the bus manufacturer to determine if they comply with the Buy America requirements outlined in 49 CFR Part 661 and Part 663.</p> <p>Summary Findings</p> <p>Based upon a review of New Flyer's production capability, production methods, location of final assembly, domestic contents, compliance with FMVSS requirements, and compliance with technical specifications, it was determined that New Flyer of America Inc. meets FTA Buy America Pre-Award Audit requirements for the production of buses for Omnitrans. The review also found that New Flyer plans to comply with all of Omnitrans' technical specifications.</p> <p>The Buy America audit requirements are met by conducting audits during three phases of the production process:</p> <ul style="list-style-type: none"> - Pre-award - During assembly - Post assembly (post-production) <p>The pre-award phase was conducted in May and June of 2015.</p> <p>During the months of October and November 2015, site visits will be conducted at the New Flyer assembly plant in Anniston Alabama, and post-production in Ontario, California. The purpose of the site visits is to validate compliance as outlined in the pre-production Buy America audit.</p>	December 2015
Fare Box Audits	<p>Random weekly audits are conducted at both East Valley and West Valley of the fare boxes. A coach is randomly selected at the end of the day, the fare box is probed, and the cash and coin counted is matched against the GFI report. All discrepancies are checked for faulty fare boxes, missed data, or potential fraud.</p>	Ongoing FY 2016

ITEM # _____ E6

DATE: December 2, 2015

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-HRS16-31
OCCUPATIONAL HEALTH SERVICES**

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals RFP-HRS16-31 for the provision of Occupational Health Services required under mandated policies, guidelines, and regulations for a two (2) year base period with three (3) single year options, beginning July 1, 2016, and ending no later than June 30, 2021.

BACKGROUND

Omnitrans utilizes the services of a qualified occupational health services firm to provide a variety of legally mandated occupational health services. Omnitrans is required to ensure that pre-employment physicals, United States Department of Transportation (DOT) physicals, DOT-mandated drug and alcohol testing, audio and spirometry testing, and industrial medical care services are provided to Omnitrans employees under the narrow terms of local, state and federal policies, guidelines and regulations.

Omnitrans employees and all potential employees for both East and West Valley locations are required to submit to testing and health screenings. Omnitrans staff is responsible for reporting and maintaining the results of the various tests and occupational services. Omnitrans employees involved in an accident or suffering an injury in the course of performing their duties may require Omnitrans' occupational health services provider for an initial medical diagnosis and/or ongoing medical care. On October 1, 2015, Omnitrans implemented a telephonic injury/illness reporting service to assist and document employees with minor health issues by utilizing registered nurses to triage injured employees to self-care when medically appropriate, potentially reducing overall occupational health costs.

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 Request for Proposals for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$564,432 for five (5) years, if all options are exercised.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the Human Resources Safety & Regulatory Compliance Operating budget as follows:

Department	1600
Expenditure Code	503360

_____ 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 solicitation, Omnitrans will remain in compliance with local, state and federal policies, guidelines and regulations.

PSG:JMS:KT

ITEM # E7

DATE: December 2, 2015

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-ITS16-93, INTERNET SERVICES

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals RFP-ITS16-93 for the provision of Internet Services, with options to purchase increased internet speed for a three (3) year base period with two (2) single year options, beginning March 1, 2016, and ending no later than February 28, 2021.

BACKGROUND

Omnitrans is seeking to award a multi-year business class contract for high-speed broadband connectivity to the internet, internet protocol (IP) and domain name server (DNS) hosting services at the East Valley facility. Omnitrans currently uses an internet transfer speed of 10 megabits per second (mbps) and requires an upgrade to 100 mbps for faster internet speed, with options to increase internet speed up to 1024 mbps.

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 Request for Proposals for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$144,500 based on 100 mbps internet speed for all five (5) years.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the IT Department's Operating budget as follows:

Department	1320
Expenditure Code	505040

_____ Verification of Funding Source and Availability of Funds

(Verified and initialed by Finance)

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will be able to upgrade the existing internet capabilities.

PSG:JMS:KT

On the Go

NEWS FOR SOUTHERN CALIFORNIA COMMUTERS

SEPTEMBER
2015

Rideshare & Win

Rideshare Week is Oct 5-9, and it's a great time to join the thousands of Southern Californians who'll be finding a better way to work by carpooling, riding bus or rail, bicycling or walking to work.

When you do, you'll save money and help to reduce the auto emissions that cause smog. Plus you could qualify to win great prizes.



Here's what's happening near you...

Los Angeles County – Go to ridematch.info and register for the Commute Calendar—then log in every day you rideshare during Rideshare Week. Any day you don't drive alone is a chance to win.

Orange County – First-time OC Bus riders can win a 1-day pass and current riders can win a 30-day pass. Enter at octa.net.

Inland Empire – Pledge to rideshare at least one day during Rideshare Week for a chance to nab any of dozens of prizes. Find out more at iecommuter.org.

Ventura County – Make the pledge at goventura.org to ride to work instead of driving at least one day Oct. 5-9 to be entered into a prize drawing.

Did You Know...?

On average, drivers in Southern California last year wasted 80 hours—or two full workweeks—stuck in traffic.

Source: Urban Mobility Report, Texas Transportation Institute

Need help finding rideshare options?

Ask your employer, or call 511 or visit go511.com or IE511.org to get a list of carpool partners, transit routing, carpool lane maps and more.

Transit News

What's OC Bus?

That's the new name for Orange County Transportation Authority buses, formerly OCTA. You'll see these new buses rolling out over the next several months throughout Orange County. Keep an eye out for them!



New Inland Express Service

You can cut travel time in half with **Omnitrans'** new Route 290, a freeway express on the I-10 that runs peak hours weekdays, connecting with popular Inland Empire destinations.



You No Longer Need an EZ Pass Transit Sticker

The EZ transit pass is a monthly pass good for local travel on 24 Southland public transit carriers. Now you no longer need to affix an EZ transit pass sticker to your TAP card. Just have your EZ transit pass fare loaded onto your card, and remember to tap before boarding. Details are at metro.net.



On the Go for Commuters is a service of your county transportation agencies



Other
Tuesday, September 29, 2015

ChrisD.ca: Winnipeg News and Media

New Flyer Awarded \$119M Contract by Omnitrans

September 29, 2015 07:02 AM in News •



New Flyer's Xcelsior bus model (WIKIPEDIA)

Winnipeg-based New Flyer Industries has been awarded a contract for up to 217 heavy-duty 40 foot Xcelsior buses.

The bus manufacturer will deliver the fleet to Omnitrans of San Bernardino, California as part of a \$119 USD million deal. The order includes 15 buses with options for an additional 202 buses over four years.

Omnitrans is the lead agency for seven other participating California transit agencies including: Culver City, Elk Grove, Montebello, Torrance, Stanislaus, Sunline Transit and UC Davis.

"We are proud to be given the opportunity to once again build for the City of San Bernardino and its partner agencies on this joint procurement," said Paul Soubry, president and CEO of New Flyer.

Other
Tuesday, September 29, 2015

Next-Gen Transit

California Transit Consortium Eyes up to 217 CNG Xcelsior Buses

by NGT Staff on Sep 29, 2015



Acting as the lead transit agency on a consortium procurement, San Bernardino, Calif.-based Omnitrans has awarded New Flyer of America Inc. a contract for the manufacturer to provide up to 217 of its 40-foot Xcelsior compressed natural gas (CNG)-powered transit buses.

The contract, valued at over \$119 million, includes a firm order for 15 buses and has options for an additional 202 buses over four years. According to New Flyer, the 202-unit options are eligible for execution by seven other participating California transit agencies, including Culver City, Elk Grove, Montebello, Torrance, Stanislaus, Sunline Transit and UC Davis.

Established in 1976 through a joint powers agreement, Omnitrans carries approximately 16 million passengers annually throughout its 480-square mile service area, covering 15 cities and portions of the unincorporated areas of San Bernardino County. Omnitrans currently operates a fleet of 177 heavy-duty transit buses, 168 of which were built by New Flyer.

“We are proud to be given the opportunity to once again build for the City of San Bernardino and its partner agencies on this joint procurement,” says Paul Soubry, president and CEO of New Flyer. “New Flyer has nearly 20 years of experience with natural-gas-powered transit buses, having delivered over 5,000 to more than 75 customers.”

MASS TRANSIT

Tuesday, September 29, 2015

MASS TRANSIT MAGAZINE

Omnitrans Awards New Flyer a Contract for up to 217 Xcelsior Buses

SOURCE: [NEW FLYER](#) SEP 29, 2015

[New Flyer of America Inc.](#) announced that [Omnitrans](#) awarded it a contract for up to 217 heavy-duty 40 foot Xcelsior, compressed natural gas (CNG) transit buses.

The contract, valued at over \$119 million, includes a firm order for 15 buses with options for an additional 202 buses over four years. With Omnitrans acting as the lead agency on this consortium procurement, the 202 options are eligible for execution by seven other participating California transit agencies including: Culver City, Elk Grove, Montebello, Torrance, Stanislaus, Sunline Transit and UC Davis.

Established in 1976 through a joint powers agreement, Omnitrans carries approximately 16 million passengers annually throughout its 480-square mile service area, covering 15 cities and portions of the unincorporated areas of San Bernardino County (approx 1.4 million residents). Major destinations within the Omnitrans service area include: transportation centers, medical centers, educational facilities, shopping malls, business parks, and community centers. Omnitrans currently operates a fleet of 177 heavy-duty transit buses, 168 of which were built by New Flyer.

"We are proud to be given the opportunity to once again build for the city of San Bernardino and its partner agencies on this joint procurement," said Paul Soubry, president and chief executive officer of New Flyer. "New Flyer has nearly 20 years of experience with natural gas powered transit buses, having delivered over 5,000 to more than 75 customers and we've gained invaluable experience allowing us to provide the most advanced and reliable CNG bus in the industry."

This award was one the orders referred to in New Flyer's Orders and Backlog Press Release issued on July 15, where 1,238 EUs of new firm and option orders were pending from customers at the end of the period, where approval of the award to New Flyer had been made by the customer's board, council, or commission, as applicable, but purchase documentation had not yet been received by the company and therefore not yet included in the backlog.

Other

Monday, October 05, 2015

NGI'S DAILY GAS PRICE INDEX

New Ozone Standard Could Provide Opportunities For NGVs

Richard Nemec October 5, 2015

The Obama administration's proposed new ozone standard could expand opportunities for the use of natural gas vehicles (NGV), according to both industry and government sources.

The mobile source strategy that was released Wednesday by the U.S. Environmental Protection Agency (EPA) (see *Daily GPI*, [Oct. 1](#)) includes a concept for EPA to develop a low-nitrogen oxide (NOx) standard for trucks that can currently be met using natural gas, an official with the California Air Resources Board (CARB) told *NGI* on Friday. EPA's strategy recognizes that cleaner combustion may still be needed for some sectors.

"This new ozone standard means that we will need emission reductions beyond what we need for the current 75 parts per billion (ppb) ozone standard," the CARB official said, while reiterating that the NGV trucks can meet the higher standard.

Both nine- and 12-liter natural gas engines meet the proposed stiffer standard, a spokesperson for Clean Energy Fuels Corp. said. "The new Cummins Westport Inc. nine-liter natural gas engine recently certified by CARB will reduce NOx levels by 95% over the cleanest-rated diesel engine," he said. "And the 12-liter is expected to hit the market in 2017.

"These engines will allow fleets of medium- and heavy-duty vehicles to not only meet, but far exceed the ozone standards announced by EPA. Natural gas remains the superior fuel to meet today's transportation needs both environmentally and economically."

EPA's new ozone standard "will raise the bar" for many communities attempting to reduce NOx emissions, said Matt Godlewski, president of Washington, DC-based trade group NGV America. EPA's proposed standard would set ozone at 70 ppb, tightening today's standard of 75 ppb, which has been in effect since 2008.

NGV America contends that natural gas engines offer big benefits through "the lowest NOx emissions among transportation fuels" in use today in the high-fuel using medium- and heavy-duty trucking sectors. "These are benefits that fleets and communities are likely to embrace as they develop implementation plans to meet the new standards," Godlewski said.

Separately, federal and state actions are being pursued to provide more momentum to the use of more alternative fuels in transportation. In that regard, NGV America and other trucking and fueling interests are focused on getting the National Conference on Weights and Measures (NCWM) to adopt the "diesel gallon equivalent" (DGE) measurement as the national standard for natural gas sold in the United States as a transportation fuel.

The issue is particularly relevant, the groups contend, since Congress adopted legislation to tax liquefied natural gas (LNG) at the same energy content as diesel. They will be targeting January and July meetings of the NCWM next year to continue to state the case for DGE.

Meanwhile, in California, CARB re-adopted its low carbon fuel standard (LCFS), requiring a 10% reduction by 2020 in carbon intensity in transportation fuels used in the state. The tougher standard has both the biodiesel and NGV sectors claiming to have the best carbon scores for their respective liquid and gaseous fuel sectors.

In Colorado, the state energy office that has been administering an alternative transportation fuels incentive program indicated that another \$14.5 million will be available to help offset the incremental higher costs of NGV, propane and electric vehicles. The Alt Fuels Colorado program is operating in partnership with the state's Regional Air Quality Council (RAQC) and the state Departments of Transportation and Local Affairs.

RAQC handles the grants, and for the latest round of funding it has indicated that \$9 million will be available for public fleets and \$5.5 million for private fleet operators. The program will pay up to 80% of the incremental cost of alternative fuel vehicles, such as NGVs.

In other states, compressed natural gas (CNG) fueling and transit fleets continue to expand. As an example, in Georgia last Tuesday, Advanced Disposal opened its seventh CNG fueling station -- a TruStar Energy facility in Macon, GA, which initially will support 15 CNG Peterbilt trucks with Heil bodies. Advanced Disposal plans to increase the use of CNG to be 15% of its fleet by the end of this year.

In California, up to 217 CNG New Flyer 40-foot Xcelsior buses could be put in service by Omnitrans, a municipal service in San Bernardino, CA, and other transit systems throughout the state. The transit company ordered 15, and it has options for an additional 202 buses, according to the newsletter *Fleets & Fuels*. The estimated value of the New Flyer of America contract is \$119 million.

Omnitrans is acting as the lead public transit agency in a consortium of California bus fleet operators, including Culver City, El Grove, Montebello, Torrance, Stanislaus County, Sunline Transit, and the University of California, Davis.

In Orange County, the transportation authority has indicated it wants to switch to renewable natural gas (RNG) for more than 340 of its CNG buses -- 202 new ones. The agency has issued a request for proposals to various potential suppliers of RNG. There will be a pre-proposal conference Oct. 8, a question-and-answer period running through Oct. 14, and a Nov. 17 due date for receiving proposals.

THE PRESS-ENTERPRISE

COMMUTING: Put away the car keys, Inland transit officials say

Choices to ride buses and trains are growing, but Inland residents still love driving.

BY STEPHEN WALL / STAFF WRITER

Published: Oct. 1, 2015 Updated: Oct. 6, 2015 10:50 a.m.



STAN LIM, FILE PHOTO

As he filled up his sedan at a Riverside gas station, Alex Steele talked about taking a train to work.

"In general, I think it's a good idea," said Steele, a 32-year-old Moreno Valley resident who lives about 12 miles from his job in east Riverside. "The problem is, it's not convenient."

Steele said there's no Metrolink station close to his home, making it impractical to make a daily train commute to the planning consulting firm where he works.

Local transportation officials are trying to change such entrenched commuting habits.

Their plan is simple – give car-loving commuters across the Inland area more choices to ride the bus or hop on a train.

"It's a matter of people realizing that public transit is a viable option," Metrolink spokesman Scott Johnson said. "Once people realize how easy it is, oftentimes they don't get back into their vehicles."

Metrolink's \$248 million Perris Valley Line, a 24-mile extension of its regional commuter system, is on track for completion in December, officials say. From Perris, the line will run northwest along Interstate 215 through Moreno Valley and around UC Riverside to the train station in downtown Riverside.

It will join Metrolink's 91 Line, which runs through Corona and Fullerton to Los Angeles' Union Station.

The expansion is expected to push ridership on the line from 2,500 to 4,300 daily passengers, officials say.

More improvements are planned to bolster the rail system through western San Bernardino County.

San Bernardino Associated Governments, the county's transportation planning agency, is leading the effort to extend Metrolink service by one mile from the Santa Fe Depot to a transit center in downtown San Bernardino. The center opened Sept. 8 and offers connections to more than a dozen bus routes.

The \$104 million Metrolink expansion is scheduled to end in early 2017, said Tim Watkins, the San Bernardino agency's spokesman.

The agency is also moving forward with a 9-mile, \$242 million commuter rail project from San Bernardino to Redlands.

Officials anticipate 800 to 1,000 daily boardings when the trains start running in late 2019, Watkins said.

Also, the agency is studying ways to enhance bus and rail service to Ontario International Airport. Officials expect more air traffic when ownership shifts from Los Angeles to Ontario. That could happen in October 2016.

In Riverside County, commuters between UC Riverside and Corona will have another choice with the anticipated arrival in two years of RapidLink, a 19-mile limited stop service along Magnolia and University avenues.

RapidLink, which will run during peak hours, is projected to have 445,000 boardings in its first year. Buses will roll every 15 minutes and commute times will be shaved by 30 percent, said Bradley Weaver, Riverside Transit Agency spokesman.

The agency now offers eight longer-distance freeway bus routes connecting Riverside County commuters to destinations in San Bernardino, Orange and San Diego counties.

Ridership on CommuterLink Express routes jumped 24 percent in the past four years, Weaver said.

"We know we are competing with the automobile for our customers," he said. "In many ways, we're winning."

In early September, San Bernardino County officials launched a Freeway Express bus route on I-10 between San Bernardino and Montclair with stops at Ontario Mills mall and Arrowhead Regional Medical Center in Colton.

The weekday peak hour route will cut travel time in half compared with similar local bus service, said Wendy Williams, spokeswoman for Omnitrans, a bus agency serving San Bernardino County.

"Anytime you make improvements to the connections in transit, you're going to attract people out of their cars," Williams said.



Omnitrans' New Transit Center Serves 6,000 Daily

Special to *Passenger Transport*
Annual Meeting Issue

After more than a decade of planning, Omnitrans opened its new San Bernardino Transit Center on Sept. 8.

The LEED Gold designed, multi-modal hub serves 6,000 customers daily with connections to 12 Omnitrans bus routes, the sbX BRT line and bus routes operated by neighboring Victor Valley Transit Authority and Mountain Transit. In 2017, Metrolink commuter rail service will be extended to the site.

"Improving connectivity, comfort and safety for our customers were the primary goals in developing the new transit center," said Omnitrans CEO/General Manager P. Scott Graham. "Passengers will appreciate the enclosed climate-controlled lobby; ample seating inside and out, public restrooms, drinking fountains, bike racks, real-time bus arrival signs and ticket vending machines. Security staff patrol the center 24/7, and our customer service desk is open daily."

The four-acre site includes 22 bus bays and a 7,500-square-foot building designed with energy-efficient products and systems, solar roof panels and drought-tolerant landscaping. Two acres are available for

future TOD. Public art elements include a transportation-themed mural banner by a local artist, a 50-foot high, weathered steel plate sundial centered in the bus turnaround and lobby walls decorated with historic public transit photos embedded in a modern graphic representation of connecting routes.

FTA Regional Administrator Leslie

Rogers applauded the "transformative potential" of the center and commended Omnitrans and San Bernardino Associated Governments (SANBAG) for their "perseverance in overcoming the challenges and hurdles" to take the project from vision to reality. Omnitrans identified the property as an ideal location for the center in the early 2000s, but could

not acquire the property from Union Pacific Railway Company until 2008. Construction began in February 2014.

Project funding came from FTA, FHWA and the state of California. Omnitrans is the owner and operator of the San Bernardino Transit Center, and SANBAG oversaw design and construction.

Think Local, Leverage Global.



RATP-Dev and McDonald Transit have helped shape and operate many of the most successful bus and rail systems across America. Our expertise, innovation, reliability and responsiveness distinguish us as the best public transit solutions provider in the U.S. Our unique team is always ready to tackle the most complex challenges, and is ready to serve you.



Fontana Herald News

Donations sought for Thanksgiving meal which will be coordinated by Eat and Be Well in Fontana

Posted: Thursday, October 22, 2015 9:24 am

Thanksgiving traditions get people into the spirit of giving, and for the past three years Project Boon's Eat and Be Well event has brought this experience to every part of the community -- connecting those who have to those who don't.

Long-time volunteer Ivonne Cano has even integrated Eat and Be Well into her Thanksgiving tradition: "Volunteering gives me the opportunity to engage with people that I do not get to meet otherwise. I meet people and train our volunteers to treat each guest as if they were entering our home."

On Nov. 25, the day before Thanksgiving, at Seville Park in Fontana beginning at 10 a.m., Eat and Be Well will enter its fourth consecutive year of bringing the Inland Empire community together for a common good.

The annual Project Boon event draws hundreds of people together for a fun-filled day of feasting, music, and dancing. Most importantly, it helps people in need stretch their budgets while still enjoying all that the season has to offer.

Though providing a free bountiful meal to those in need is a reward in and of itself, Eat and Be Well also serves up long-term health and wellness by partnering with other non-profits that have programs to help the underserved. In past years, this has included free flu shots from Walgreens and bus passes from Omnitrans to help people without cars get to and from the event.

To serve more than 1,500 attendees, Eat and Be Well relies on donations to cover costs and food items. Persons can contribute or sign up to volunteer at Eat and Be Well's website or drop off canned food like sweet potatoes, corn, green beans and cranberry sauce at Cowboy Burgers & BBQ in Rancho Cucamonga. Any excess non-perishable food will be donated to support other food banks and events.

Highland Community News

Highland man detained by SB firefighters

Posted: Thursday, October 22, 2015 8:53 am | Updated: 1:46 pm, Thu Oct 22, 2015.

On Tuesday, Oct. 21, at approximately 12:50 a.m., deputies from the Central Station responded to the report of an attempt robbery that had just occurred on 3rd Street west of Waterman Avenue.

Upon arrival, deputies were advised that the suspect, Raymond Jones, 35, of Highland, attacked a 50-year-old woman at the Omnitrans Bus Stop. Investigators say Jones tried to take the victim's purse by force.

Two nearby construction workers and the San Bernardino Fire Department came to the victim's aid and detained Jones for several minutes.

The San Bernardino Police Department had no officers available which led to the Fire Department calling the Sheriff's Department for assistance. Deputies arrived, detained, and arrested Jones. Jones was booked at West Valley Detention Center for attempted robbery. The victim was not injured during the incident.

MASS TRANSIT

Friday, October 30, 2015

MASS TRANSIT

Veterans Ride Omnitrans Free on Veterans Day

SOURCE: OMNITRANS NOV 3, 2015



In appreciation for the contributions of the men and women who have served in our nation's armed forces, Omnitrans is offering free bus rides to U.S. military veterans on Veterans Day, Wednesday, November 11.

Veterans may simply show retired military ID when boarding any Omnitrans bus including the sbX rapid line, freeway express and local bus routes, or OmniGo community shuttles. Accepted IDs include those issued by U.S. Departments of Defense or Veterans Affairs, and San Bernardino County Veterans Affairs.

"It's our way of saluting those who served to protect our freedom," said Omnitrans CEO/General Manager P. Scott Graham, himself a veteran of the US Marine Corps. Approximately 79,000 veterans reside in the Omnitrans service area of the San Bernardino Valley, stretching from Yucaipa in the east to the Los Angeles County line in the west.

In January 2015, Omnitrans introduced a reduced fare category for veterans. "Since then, we have tallied over 100,000 rides taken by local veterans," said Omnitrans spokesperson Wendy Williams. Osvaldo Maysonet, 211 Access & Mobility Coordinator for VetLink was instrumental in advocating for the discounted veteran fare.

"The introduction of a veterans fare by Omnitrans has meant the world to our veteran population of the San Bernardino Valley," said Maysonet. "The thing I like the most is that Omnitrans sees this veteran fare not as a financial burden, but as just a small token of appreciation for their service to our country."

211 VetLink Trip Planner

VetLink will launch its new trip planner tool at a ceremony at Omnitrans' new San Bernardino Transit Center on Tuesday, November 10 at 10:30 am. The trip planner is a Web-based tool that conveniently assists veterans, service members, and their families in finding and learning about available transportation services and programs within San Bernardino and Riverside Counties. This tool can be accessed through a personal computer, tablet or mobile device. More event information [here](#).

All Omnitrans bus routes will be running regular schedules on November 11. The Veterans Day free ride offer is not applicable to Access service for persons with disabilities.

Personalized trip planning assistance is available through the Omnitrans information center, at 800-9-OMNIBUS (800-966-6428), or online at www.omnitrans.org.

Inland Empire Community Newspapers

Thursday, November 05, 2015

Page A10 • November 5, 2015 • Inland Empire Community Newspapers

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Join San Bernardino High School in Celebrating 100 Historic Years at Current Site

San Bernardino High School is celebrating 100 years at 1850 North E Street in San Bernardino, and the public is invited to join the celebration at the football game on November 6.

The Friday, November 6 rally, in support of the football team, will feature a special dedication by the Native Sons of the Golden West, Parker #1110. The Native Sons will recognize the important role San Bernardino High School has played in local history during the 100 years it has been located at 1850 North E Street. <https://www.dropbox.com/s/b3lkvmf1h3mpkzr8/AA87DkN-rhxflp6n-O2Ntk0Ya'dfclb?> The school itself is about 130 years old, having educated stu-

dents at other locations in the city prior to moving to its current address.

The rally begins at 9 a.m. on the school's football field. Attendance is free and open to the public, but school visitors must check in with the office staff before attending the rally. For more information about the November 6 dedication, contact San Bernardino High School at (909) 881-8217.

The Native Sons of the Golden West is a fraternal, non-profit organization that focuses on preserving the history and beauty of California. Any native-born Californian is eligible to join. For more information about the Native Sons of the Golden West, visit <http://nsgw.org>.

Saluting those who served.

Veterans Ride FREE on Veterans Day, November 11.

In appreciation of the men and women who have served in our nation's armed forces, Omnitrans is honored to offer veterans free unlimited rides on Veterans Day, November 11. And Veterans enjoy discounts throughout the year with our discounted Veterans Fare and bus passes. It's our way of saying thank you for your service. We are honored to serve you.

Omnitrans
Connecting Our Community.
1-800-9-OMNIBUS • OMNITRANS.ORG

Veterans fare and pass discounts apply to all Omnitrans bus routes except the abX rapid line, freeway express and local bus routes. Veterans need a valid military ID card when boarding to receive the discounted fare. Acceptable IDs include those issued by the U.S. Department of Defense, Veterans Affairs, and San Bernardino County Veterans Affairs. For more information on an application, call 800-9-OMNIBUS or visit omnitrans.org.

West Valley Water District

NEW OFFICE HOURS

NUEVOS HORARIOS DE OFICINA:

Monday // Lunes:	8:00am - 5:30pm
Tuesday // Martes:	9:00am - 5:30pm
Wednesday // Miércoles:	8:00am - 5:30pm
Thursday // Jueves:	8:00am - 5:30pm
Friday // Viernes:	8:00am - 4:30pm

Effective November 30, 2015
Efectivo Noviembre 30, 2015

For information about the drought and conservation updates, visit www.wvd.org

Para obtener más información acerca de las últimas noticias sobre la sequía y de conservación, visiten www.wvd.org

West Valley Water District / (909) 875-1800 / www.wvd.org

City News Group

Thursday, November 05, 2015

11/5/2015

Veterans Ride Omnitrans Free on Veterans Day By Wendy Williams - City News Group, Inc.



San Bernardino
City News

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Thursday, November 05, 2015 11:10:27 AM

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Starring Victoria
Marcello, Mari Witrak
and Tiffany Keu

Watch this thriller about three friends who are fed up with being treated bad by men and go on a killing spree.

Created by James Creative Arts & Entertainment Company

Veterans Ride Omnitrans Free on Veterans Day

By Wendy Williams
Community Writer
2015-11-02 • 09:00:24

In appreciation for the contributions of the men and women who have served in our nation's armed forces, Omnitrans is offering free bus rides to US military veterans on Veterans Day, Wednesday, Nov. 11.

Text Size
aA aA

Veterans may simply show retired military ID when boarding any Omnitrans bus including the sbX rapid line, freeway express and local bus routes, or OmniGo community shuttles. Accepted IDs include those issued by US Departments of Defense or Veterans Affairs, and San Bernardino County Veterans Affairs.

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In January, Omnitrans introduced a



Photo Courtesy of: Wendy Williams

VetLink's Osvaldo Maysonet, above, was instrumental in advocating for Omnitrans' discounted fare for Veterans. VetLink will introduce its 211 Trip Planner Tool at the San Bernardino Transit Center on Nov. 10.



1 Photos

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All Omnitrans bus routes will be running regular schedules on Nov. 11.

Redlands Daily Facts

Saturday, November 07, 2015

Redlands Daily Facts

TRANSPORTATION

SanBAG begins design of Redlands Passenger Rail Project

By [Sandra Emerson](#), *Redlands Daily Facts*

POSTED: 11/07/15, 8:32 PM PST | UPDATED: 1 WEEK, 2 DAYS AGO

REDLANDS >> The design phase of the Redlands Passenger Rail Project has begun, but actual operations are still a few years away.

San Bernardino Associated Governments, or [SanBAG](#), the lead agency on the project, has started an 18-month design phase and hired a public outreach team to help prepare the community for the future rail line, which will extend rail service nine miles from downtown San Bernardino to the University of Redlands.

"This rail has been out of service for several decades, so there's a safety component that we want to get out to the public — to inform them of the rail system coming and to be safe and interact safely around the tracks," said Justin Fornelli, SanBAG's chief of transit and rail programs, during a presentation at Tuesday's City Council meeting.

Construction is expected to start in late 2017, with operations in mid-2020.

The project's estimated cost was increased from [\\$242 million](#) to \$250 million because of the type of vehicle to be used and upgrades planned for the maintenance facility in San Bernardino, Fornelli said.

"A portion of these dollars are estimated at this time. Some of them we've realized. As the project moves forward we're going to be zoning in and dialing in these actual expenses.

Operations and maintenance costs are estimated to be between \$8 million and \$10 million.

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

The first phase of the construction includes placement of nine miles of single track with two miles of double track in the middle to allow vehicles to pass each other.

There are four stations planned: Waterman Avenue; New York Street near Esri, at the company'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.

"I think one common misconception about this project is that it's an extension of Metrolink," Fornelli said. "That's not the case. It is a stand-alone service with its own vehicle type."

SanBAG will begin procuring Diesel Multiple Units early next year. The DMUs were selected over traditional locomotives because they are smaller, more efficient and quieter. But they are more expensive to purchase, hence the increase in the project's cost.

"During the environmental phase we listened to the public," Fornelli said. "They were concerned about having large locomotive haul coaches traveling through town all day. This is the type of service, the type of train we're going to have traveling through Redlands."

Trains will run every 30 minutes during peak hours and every hour for nonpeak times.

Fornelli addressed concerns over an increase in traffic jams caused by the train. He estimated the railroad crossing gates will be down for three-to-four minutes an hour.

The cities of Redlands and San Bernardino have agreed to implement quiet zones along the rail corridor in order to minimize the sound of train horns. A Positive Train Control system will be used.

Over the past few months, residents have attended City Council meetings in opposition to the train. They have cited the cost, potential for crime, concerns over high density housing and potential lack of ridership.

"One of the speakers mentioned about \$300,000 cost per rider and I can understand their math," he said. "As part of the EIR we estimated 800 to 900 riders per day, so \$250 million divided by 800 comes out to \$300,000 — on Day 1. That's if the service shut down after Day 1."

Fornelli said the vehicles are expected to last 30 years and bridge improvements 75 years to 100 years.

"This is a long-term investment that we're making for the residents of the county to provide them with a choice on how they want to get around the county," he said.

Mayor Pro Tem Jon Harrison said Tuesday that he hopes to be updated at least quarterly on the project.

"I think it's going to be important to keep not only the council, but the community informed as progress is being made," he said.

Mayor Paul Foster said he too looks forward to SanBAG returning to a future meeting.

"Many of the speakers that have been before us here over the last several months have brought up a lot of facts or figures and many of them are correct, but they're not necessarily portrayed in the appropriate context that they need to be considered," Foster said. "We do appreciate you coming and laying the facts out for the public."

|

SanBAG takes step to link SB-Redlands

Redlands Passenger Rail project in design phase, public information outreach to begin

By Sandra Emerson
sandra.emerson@langnews.com
@TheFactsSandra on Twitter

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Trains will run every 30 minutes during peak hours and every hour for nonpeak times.

Fornelli addressed concerns over an increase in traffic jams caused by the train. He estimated the railroad crossing gates will be down for three-to-four minutes an hour.

The cities of Redlands and San Bernardino have agreed to implement quiet zones along the rail corridor in order to minimize the sound of train horns.

A Positive Train Control system will be used.

Over the past few months, residents have attended City Council meetings in opposition to the train. They have cited the cost, potential for crime, concerns over high density housing and potential lack of ridership.

"One of the speakers mentioned about \$300,000 cost per rider and I can understand their math," he said.

"As part of the EIR we estimated 800 to 900 riders per day, so \$250 million divided by 800 comes out to \$300,000 — on Day

1. That's if the service shut down after Day 1."

Fornelli said the vehicles are expected to last 30 years and bridge improvements 75 years to 100 years.

"This is a long-term investment that we're making for the residents of the county to provide them with a choice on how they want to get around the county," he said.

Mayor Pro Tem Jon Harrison said Tuesday that he hopes to be updated at least quarterly on the project.

"I think it's going to be important to keep not only the council, but the community informed as progress is being made," he said.

Mayor Paul Foster said he too looks forward to SanBAG returning to a future meeting.

"Many of the speakers that have been before us here over the last several months have brought up a lot of facts or figures and many of them are correct, but they're not necessarily portrayed in the appropriate context that they need to be considered," Foster said. "We do appreciate you coming and laying the facts out for the public."

ITEM # F1

DATE: December 2, 2015

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 Inland Empire United Way and San Bernardino County 211 hosted a ceremony for the 211 VetLink Trip Planner at the San Bernardino Transit Center on November 10. State Senator Connie Leyva, Assembly Member Cheryl Brown and Board Members Josie Gonzales and Janice Rutherford spoke at the event, with Board Member Wapner also in attendance.

Escrow for the Mid-Valley Property in Rancho Cucamonga opened November 5 and is scheduled to close January 5, 2016. The Buyer's Due Diligence period expires December 21, 2015.

The Proposed Amendment to Omnitrans Joint Powers Agreement will be reviewed at the Administrative & Finance Committee scheduled Thursday, December 10, at 8:00 a.m. All Board Members are invited to attend.

Attended the California Transit Insurance Pool (CalTIP) Oversight Committee in Sacramento, November 5. Main agenda topics included the review of contract language with the Claims Adjusting and Risk Control and Litigation Management Services, York Risk Services Group, as well as review of the policy on the Physical Damage Program Allocation of Excess Insurance Limits.

Chair Spagnolo and I attended Day 1 of the California Transit Association's Fall Conference held at the Pasadena Convention Center, November 18-20, 2015. We attended the Opening General Session, "Forging Transit's Future" that explored today's emerging social, political, technological and cultural trends. We also attended a session on electric buses that discussed the challenges that exist when selecting zero emissions solutions.

PSG

ITEM # _____ F2 _____

DATE: December 2, 2015

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

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: PROPOSED BOARD MEETING SCHEDULE FOR 2016

FORM MOTION

Adopt the proposed Board Meeting schedule for 2016, set for 8:00 a.m., the first Wednesday of each month.

January 6, 2016
February 3, 2016
March 2 2016
April 6, 2016
May 4, 2016
June 1, 2016
July 6, 2016
August 3, 2016
September 7, 2016
October 5, 2016
November 2, 2016
December 7, 2016

Please note that all dates coincide with SANBAG's proposed Board Meeting schedule for 2016, except for August, as SANBAG is dark that month.

PSG:vd

ITEM # _____ F3

DATE: December 2, 2015

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD (BENCH) – CONTRACTS HRS16-28A-C
TEMPORARY EMPLOYMENT SERVICES**

FORM MOTION

Authorize the CEO/General Manager to award Contracts HRS16-28A to CathyJon Enterprises, Inc. dba: HB Staffing of Huntington Beach, CA, Contract HRS16-28B to Howroyd Wright Employment Agency, Inc., dba: AppleOne Employment Services of Glendale, CA and Contract HRS16-28C to Lloyd Staffing of Cerritos, CA for the provision of temporary employment services. Contract durations shall be for a three (3) year base period beginning January 4, 2016, and ending January 3, 2019 in the aggregate amount of \$339,158, and the authority to exercise two (2) single year options, extending the contracts to no later than January 3, 2021, in the aggregate amount of \$119,327 for Option Year One and \$122,608 for Option Year Two, totaling \$581,093, plus a 10% contingency of \$58,110, for a not-to-exceed amount of \$639,203, should all option years be exercised.

BACKGROUND

Temporary personnel services are required when unexpected staffing shortfalls occur due to prolonged illnesses, leaves of absence, extended position vacancies, additional staff requirements for special projects, as well as other unforeseeable circumstances. Actual assignments vary in length based on the Agency's actual requirements. Current Contracts HR13-149A&B expire January 3, 2016.

On September 2, 2015, Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-HRS16-28. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. Six proposals were received by the October 2, 2015 deadline. Five proposals were found to be responsive.

The following firms were evaluated technically in accordance with the evaluation criteria included in the RFP and are ranked from highest score to lowest score:

Selection Criteria	Total Points Possible	HB Staffing	AppleOne Employment Services	Lloyd Staffing	My Next Career Path	Amtec
Responsiveness to Scope	25	23.33	21.25	20.83	18.33	15.00
Quality of Work Plan	30	28.00	25.90	22.90	14.00	16.50
Experience, Quality of Staff	30	27.90	27.00	23.90	23.00	15.00
Technical Total	85	79.23	74.15	67.63	55.33	46.50

HB Staffing, AppleOne and Lloyd Staffing are the highest ranked proposers. HB Staffing has skilled temporary personnel, and offers backup candidates for each position, numerous public agency customers, experienced staff and can provide temporary personnel with Class B licenses. AppleOne has a strong work plan, extensive reporting systems, long term staff and continued training for temporary personnel after placement. Lloyd Staffing's work plan is very comprehensive, has a good quality control plan and includes additional training not required in the RFP. Amtec did not meet the minimum technical requirements.

HB Staffing and My Next Career Path proposed rates for all positions, Lloyd Staffing proposed rates for all non-represented and a portion of the represented positions, and AppleOne proposed rates for only the non-represented positions.

Omnitrans requested Best & Final Offers and the final scores are as follows:

Selection Criteria	Total Points Possible	HB Staffing	AppleOne Employment Services	Lloyd Staffing	My Next Career Path
Responsiveness to Scope	25	23.33	21.25	20.83	18.33
Quality of Work Plan	30	28.00	25.90	22.90	14.00
Experience, Quality of Staff	30	27.90	27.00	23.90	23.00
Technical Score	85	79.23	74.15	67.63	55.33
Cost/Price	15	14.15	13.62	14.82	13.24
Totals	100	93.38	87.77	82.45	68.57

The solicitation stated that Omnitrans could award Contract(s) to multiple firms as a result of this RFP to the highest ranked Proposer(s) based on the evaluation criteria. Staff recommends that

the Board of Directors approve awarding contracts to the three highest ranked proposers to ensure the availability of temporary staff in all positions as needed. The contracts will be utilized in order from highest score to lowest.

FUNDING SOURCE

The cost associated with this procurement is budgeted as follows:

Department	Various
Expenditure Code	503990 Maintenance Department
	503060 All Others

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

Short Range Transit Plan/Strategic Initiative Supported – Strategic Initiative 6 – Consistent Staffing Levels

CONCLUSION

By proceeding with this award, proper staffing levels can be maintained.

PSG:JMS:CVM



CONTRACT AGREEMENT

between

CONTRACTOR
CathyJon Enterprises, Inc.
dba: HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648

(hereinafter "CONTRACTOR")
Telephone: 714-960-2800
Email: cvee@hbstaffing.com

And

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

CONTRACT DOCUMENTS

CONTRACT NO. HRS16-28A
Temporary Employment Services

Contract Amount: \$100,000

Omnitrans Project Manager:

Name: Denise Gibson

Title: HR Specialist

Telephone: 909-379-7262

Email: denise.gibson@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 – REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING

ATTACHMENT D – MINIMUM INSURANCE REQUIREMENTS

This Agreement is made and entered into as of this _____ day of _____, 2015 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Cathy Jon Enterprises, dba: HB Staffing (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 January 3, 2019, 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 January 4,

2019 through January 3, 2021, which period encompasses the Initial Term and two 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 C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000), 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

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.

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: Christine Van Matre
Contract Administrator

To CONTRACTOR:

HB Staffing
2120 Main Street, Suite 250
Huntington Beach, CA 92648
Attn: Cathy Volpe, 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: Denise Gibson, HR 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>
Cathy Volpe	Quality Assurance
Elaine Blum	Job Orders Placed / Order Fulfillment
Jonathan Paul	Contract Management
Chantel Mallett	Recruiting Efforts for Omnitrans

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 26, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- E. 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 8, Termination for Convenience.

- F. 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	
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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 minimum insurance coverage as stated in Attachment D, Minimum Insurance Requirements, 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. **Employer's Liability:** \$1,000,000; per occurrence.
- E. **Professional Liability:** \$1,000,000 per occurrence and 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 to the extent caused by any alleged negligent act and/or omission or willful misconduct 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 FIRM 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. FIRM further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. FIRM 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, (2) Attachment A, Scope of Work, (3) Attachment B, Regulatory Regulations, (4) Attachment C, Pricing, (5) Attachment D, Minimum Insurance Requirements, (6) provisions of RFP-HRS16-28 and (7) CONTRACTOR's proposal dated October 1, 2015 and Best & Final Offer dated November 9, 2015.

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

CATHYJON ENTERPRISES, INC.
dba: HB STAFFING

P. Scott Graham
CEO/General Manager

Cathy Volpe, President

DATE

DATE

Federal Tax I.D. No. 33-0907010

DP AS

CM _____

**ATTACHMENT A – SCOPE OF WORK
HRS16-28A
TEMPORARY EMPLOYMENT AGENCY SERVICES**

1. GENERAL INFORMATION

- A. The Temporary Employment Agency (Contractor) shall provide Omnitrans (also referred to as “AGENCY”) with qualified personnel to perform work assignments on a temporary basis (“Temporary Personnel”).
- B. Temporary Personnel may be required because of unforeseen shortfalls in the AGENCY’s personnel coverage. This may be due to, however not limited to, prolonged illness, leaves of absence, extended position vacancies, additional staffing requirements for special projects, and other unforeseeable circumstances.
- C. The average duration of a Temporary assignment at the AGENCY will range from approximately from one week to three months for union-represented and up to six months for non-represented classifications. If the assignment goes beyond the three or six month period, the current temporary employee will be replaced at the three or six-month date with another qualified employee.
- D. Historically, the majority of the AGENCY’s Temporary Personnel requirements have been in the clerical, custodial and maintenance staff category.
- E. Forecasting future needs may require various non-represented classifications.
- F. All union-represented classifications will be paid at the prevailing rate per the current Memorandum of Understanding (MOU) between Omnitrans and the Teamster union representing Omnitrans’ employees. See Exhibit A, Teamster Union Positions and Current Hourly Rates.

2. TRANSMISSION OF SERVICE ORDER

- A. Notifying the Temporary Service Agency
 - 1. When TEMPORARY EMPLOYMENT AGENCY services are required, an authorized representative of the AGENCY’s Human Resources Department will contact the TEMPORARY EMPLOYMENT AGENCY via telephone or e-mail to place a Temporary Service Order. The Human Resources Department will inform the TEMPORARY EMPLOYMENT AGENCY of the personnel requirements, to include: hourly rate, job duties, skills/training required, work hours, dress attire, and estimated duration of assignment.
 - 2. The AGENCY considers the following characteristics when selecting Temporary Personnel: individual qualifications, skills, related background, experience, work history, dependability, and appropriateness of the candidate for the unique job requirements.
- B. Response Time
 - 1. The TEMPORARY EMPLOYMENT AGENCY shall respond with a qualified, available candidate within two (2) hours of the placed

Temporary Service Order. If TEMPORARY EMPLOYMENT AGENCY is unable to provide a qualified candidate, a telephone response is required within two (2) hour to the authorized AGENCY representative.

2. Occasionally, AGENCY may require immediate emergency response time; however, emergency requests are not typical.
3. AGENCY reserves right to contact another TEMPORARY EMPLOYMENT AGENCY in the event contracted TEMPORARY EMPLOYMENT AGENCY is unable to complete a Temporary Service Order.

3. POSITIONS

- A. TEMPORARY EMPLOYMENT AGENCY shall possess the capacity to provide qualified Temporary Personnel for the positions listed in Exhibit B, Job Descriptions.
- B. Additional positions may be required depending on business needs.

4. TEMPORARY EMPLOYMENT AGENCY REQUIRED PERSONNEL SCREENING

- A. AGENCY Required Screening
 1. All candidates and work applications forwarded by the TEMPORARY EMPLOYMENT AGENCY to the AGENCY's Human Resources Department should be sent by email or via facsimile. Per subsections 2.A and 2.B above, candidates and work applications must, at a minimum, meet the requested position requirements and specified *Drug Screening and Employment Reference Investigations* as described in subsections B, C, D, E and F below.
 2. Resumes and/or interviews of prospective TEMPORARY EMPLOYMENT AGENCY Personnel will be requested as needed, on a case-by-case basis.
- B. Employment Verification/Reference Investigations

The TEMPORARY EMPLOYMENT AGENCY shall conduct a complete employment history verification including reference checking for a seven (7) year period. Those Temporary Personnel who have unverifiable employment shall not be referred to AGENCY.
- C. Job Skills Testing

The TEMPORARY EMPLOYMENT AGENCY shall administer tests for the skills and knowledge required for the assigned position. The TEMPORARY EMPLOYMENT AGENCY shall provide test results to the AGENCY's Human Resources Department prior to the start of any Temporary Personnel assignment. The tests and grading criteria must be agreed upon by the AGENCY's Human Resources Department.

D. Drug Screening

1. AGENCY's acceptance of TEMPORARY EMPLOYMENT AGENCY Personnel is contingent upon the successful completion of drug screening. TEMPORARY EMPLOYMENT AGENCY shall verify Temporary Personnel referred have successfully completed AGENCY standards for drug screening under the TEMPORARY EMPLOYMENT AGENCY's auspices. Refer to Exhibit C, Omnitrans' Personnel Policy 701, "Drug Screening Procedures and Standards".
2. Drug screening methods other than those used by AGENCY are not acceptable.
3. All cost associated with drug screening shall be included in TEMPORARY EMPLOYMENT AGENCY's billing rate, not the actual wage rate paid to Temporary Personnel. TEMPORARY EMPLOYMENT AGENCY shall assume all payment responsibility regardless of where drug screen is conducted.
4. Random Drug Testing
 - a) Any Temporary Personnel working in a safety-sensitive position subject to the Federal Transit Administration (FTA) guidelines of this policy will be required to submit to random drug and alcohol testing. The Agency will conduct random drug and alcohol tests at a minimum annual percentage rate as required by the FTA.
 - b) For purposes of this policy "safety-sensitive function" includes:
 - (1) Operating a revenue service vehicle, including when not in revenue service;
 - (2) Operating a revenue vehicle, when required to be operated by a holder of a Commercial Driver's License;
 - (3) Controlling dispatch of movement of a revenue service vehicle;
 - (4) Maintaining a revenue service vehicle or equipment used in revenue service, unless the recipient receives section 5309 funding and is an area of less than 50,000 in population or section 5311 funding and contracts out such services; or
 - c) The random selection process is completely objective and anonymous and utilizes a scientifically valid method using a computer-based random number generator matched with a random number assigned to the Temporary Personnel's social security number. The tests will be unannounced and the dates for the tests will be reasonably spread throughout the course of the calendar year and occur throughout the work shift. All Temporary Personnel will have an equal chance of being tested

each time selections are made, regardless of the number of his/her previous selections, if any.

- d) Any covered Temporary Personnel notified of his/her selection for random testing will be required to proceed immediately to the test site. If a covered Temporary Personnel is performing a safety-sensitive function at the time of notification of the random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site as soon as possible. Covered Temporary Personnel will only be required to submit to a random alcohol test if they are performing a safety-sensitive function, about to perform a safety-sensitive function, or have just ceased performing a safety-sensitive function.
 - e) This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry. The Federal Transit Administration (FTA) of the U. S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive functions and prevents performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (DOT) has also enacted 49 CFR part 40 and part 655, as amended, that sets standards for the collection and testing of urine and breath specimens.
 - f) Omnitrans will cover the cost of the random drug testing of the temporary personnel.
5. This policy also applies to recipients of FTA assistance as defined in 49 CFR Part 655, as well other entities that provide mass transportation services or perform safety-sensitive functions for such recipients or entities, including sub-recipients, operators and Firms. Firms subject to the requirements of the regulations include persons or organizations that provide services for the Agency consistent with a specific understanding or arrangement that reflects an ongoing relationship between the parties. The Agency will ensure that any Firms who perform safety-sensitive functions within the scope of this policy and the regulations certify their compliance with the requirements of 49 CFR Part 655.

E. Criminal Background Check

- 1. Prior to referral to the AGENCY, TEMPORARY EMPLOYMENT AGENCY shall conduct a criminal background check covering the past seven (7) years from date of AGENCY assignment for Prospective Temporary Personnel. TEMPORARY EMPLOYMENT AGENCY shall have conducted an investigation for felony and misdemeanor records

with the Superior and Municipal Court jurisdictions candidate resided or worked within the past seven (7) years from date of AGENCY assignment.

2. TEMPORARY EMPLOYMENT AGENCY must include the cost of criminal background checks in its billing rate, not the actual wage rate paid to Temporary Personnel. TEMPORARY EMPLOYMENT AGENCY shall exercise proper judgment referring Personnel to AGENCY based on all screening requirements.

F. Immigration Reform and Control Act of 1986

TEMPORARY EMPLOYMENT AGENCY shall verify Temporary Personnel referred for assignment have proper documentation regarding their identity and employment status according to the Immigration Reform and Control Act.

G. California Driver's License

1. For positions requiring driving a vehicle, TEMPORARY EMPLOYMENT AGENCY shall maintain the appropriate documentation and insure Temporary Personnel employed in safety-sensitive positions such as Mechanics, Mechanic Helpers, and Utility Service Workers that require possession a valid Class B California Driver's License with Air Brake endorsement. Non-safety-sensitive classifications, such as Maintenance Worker, Custodian, Building Maintenance Mechanic, and Parts Clerk, require possession of a valid Class C California Driver's License with no more than one (1) moving or non-moving violation within the current 3-year period, and no Driving under the Influence ("DUI") or drug related citations.
2. A current DMV history with a ten (10) year DMV "H6" printout will satisfy this requirement. A copy shall be submitted to AGENCY's Human Resources Office.
3. Omnitrans will inform TEMPORARY EMPLOYMENT AGENCY when a Class B or Class C Drivers License is required.

H. Dress Code

Temporary Personnel assigned to AGENCY must report to work dressed in business attire appropriate to the position. Temporary Personnel assigned to administrative, clerical and office positions must report to work dressed in professional business clothes which adhere to AGENCY's dress standards.

5. WORKING HOURS AND LOCATIONS

A. Working Hours and Assignment Duration

1. Temporary Personnel assignments are normally scheduled between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.
2. Specific working hours and the duration of assignments may vary with each individual assignment.

3. The ability to work shift and weekends may be required for some positions.
4. Temporary Personnel shall not work overtime.

B. Locations

1. Temporary Personnel may be assigned to either of the following AGENCY locations:

1700 W. Fifth Street, San Bernardino, CA
4748 Arrow Highway, Montclair, CA

2. AGENCY will provide temporary parking validation placards and temporary ID badges for Temporary Personnel. Failure of a Temporary Personnel to use the temporary parking validation placard and/or to park in designated areas will be grounds for termination of the assignment.

6. GUARANTEES

A. Option to Hire

Temporary Personnel may be hired at no cost by AGENCY after completion of 90 days billed through TEMPORARY EMPLOYMENT AGENCY. This amount of time may be waived upon mutual agreement. Personnel referred by Omnitrans shall be exempted from this fee.

Note: The historic percentage of Temporary Personnel hired by Omnitrans after 90 days temporary employment is not known at this time.

B. No Charge Guarantee

TEMPORARY EMPLOYMENT AGENCY shall comply with a "No Charge Guarantee" for the first two (2) days of an assignment when the TEMPORARY EMPLOYMENT AGENCY is notified that a temporary worker is not suitable for the assignment.

7. REPORTING

- A. TEMPORARY EMPLOYMENT AGENCY shall provide daily, weekly, monthly, and year-to-date reports to AGENCY's Human Resources staff upon request or pre-arranged periods. Ability to provide on-line reports via email or confidential internet site is highly desirable. For example: U.S. Department of Transportation Drug and Alcohol Testing MIS Data Collection Quarterly Form Report.
- B. Provide Affirmative Action / Equal Employment Opportunity (AA/EE) reports every six (6) months, June 30 and December 31.
- C. Provide monthly report of AGENCY assignments that includes positions assigned, departments assigned, and hours worked and related billable costs.

8. EXHIBITS

Exhibit A – Teamster Union Positions and Current Hourly Rates

Exhibit B – Job Descriptions

Exhibit C – Drug Screening Procedures and Standards

ATTACHMENT A - EXHIBIT A

TEAMSTER UNION POSTIONS AND HOURLY RATES 07/01/15 through 06/30/16

Job Position	Hourly Rate
Accounting Clerk	\$14.46
Admin Clerk	\$14.46
Building Maintenance Mechanic	\$19.93
Body/Paint Worker	\$19.93
Body/Paint Helper	\$16.14
Clerical Helper	\$11.24
Custodian	\$12.38
Customer Service Representative I/II	\$13.63
Dept. Secretary	\$15.32
Equipment Mechanic	\$19.93
Information Clerk	\$13.63
Maintenance Clerk	\$13.63
Maintenance Worker	\$13.63
Marketing Clerk	\$14.46
Mechanic Helper	\$16.17
Marketing Delivery Clerk	\$11.24
Paratransit Eligibility Technician	\$14.46
Parts Clerk	\$14.46
Planning Technician	\$14.46
Receptionist	\$13.63
Tire Repair Worker	\$14.46
Utility Service Worker	\$12.67

ATTACHMENT A - EXHIBIT B


JOB DESCRIPTIONS

Level VI - Hourly Wage \$24.51
Accountant
Field Supervisor
Fleet Safety & Training Instructor
Human Resources Analyst
Human Resources Specialist
Network Technician
Scheduling Analyst
Operations Services Supervisor
Sales Supervisor
Stops and Stations Supervisor
Level VII – Hourly Wage \$22.81
Contract Review Analyst
Dispatcher
Marketing Specialist
Planner I
Level VIII – Hourly Wage \$19.52
Administrative Secretary
Fleet Analyst
Human Resources Assistant
Payroll Technician
Warranty Coordinator

Level IX – Hourly Wage \$16.39
Human Resources Clerk
Represented – Teamsters*
Accounting Clerk
Admin Clerk
Building Maintenance Mechanic
Body/Paint Worker
Clerical Helper
Custodian
Customer Service Representative I/II
Equipment Mechanic
Maintenance Clerk
Maintenance Worker
Mechanic Helper
Paratransit Eligibility Technician
Parts Clerk
Planning Technician
Receptionist / Customer Service
Tire Repair Worker
Utility Service Worker

*Hourly Wages listed on Cost File form

Omnitrans reserves the right to revise job descriptions and add positions of a similar nature as necessary.

 PERSONNEL POLICY MANUAL	POLICY 701 PAGE 1 OF 27
SUBJECT Substance Abuse (Alcohol, Drugs & Narcotics)	APPROVED BY OMNITRANS BOARD OF DIRECTORS DATE: September 4, 2013

I. Purpose

Omnitrans is dedicated to providing safe, dependable and economical transportation services to our transit system passengers. The Federal Transit Administration (FTA) has specifically noted the use of alcohol and illegal drugs has been demonstrated to significantly affect the performance of individuals in the mass transportation industry. Omnitrans employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse affects of drug and alcohol substance abuse or misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the use of alcohol and prohibited drugs. The Agency has developed and implemented a drug and alcohol testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol and illegal drugs by employees who perform safety-sensitive functions. While it is difficult to estimate the precise cost to society from alcohol misuse, there is no doubt that the cost is enormous. The potential side effects of alcohol misuse are substantial in absenteeism, increased health care costs, etc. This program will also help discourage substance abuse, and operate as a deterrent to those individuals who might be tempted to try drugs for the first time or who currently use drugs. Finally, we believe this program enhances the safety of our employees and the users of mass transportation by fostering the early identification and referral for treatment of workers with alcohol or drug abuse problems.

This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry. The Federal Transit Administration (FTA) of the U. S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive functions and prevents performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (DOT) has also enacted 49 CFR part 40 that sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 32, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting



PERSONNEL POLICY MANUAL

POLICY 701 PAGE 2 OF 27

SUBJECT

Substance Abuse (Alcohol, Drugs & Narcotics)

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: September 4, 2013

of certain drug-related offenses to the FTA. This policy incorporates those requirements for safety-sensitive employees and others when so noted.

All provisions set forth in **bold face print** are included consistent with requirements set forth in 49 CFR Part 40 and Part 655, as amended. All other provisions are set forth under the authority of the Agency.

II. Scope

This policy applies to all safety-sensitive and non-safety-sensitive Agency applicants, transferees, employees, paid part-time employees, contracted employees, and contractors when they are on transit property or **when performing any transit related safety-sensitive or non-safety-sensitive business**. Visitors, vendors, and contractor employees are governed by this policy while on transit premises and will not be permitted to conduct transit business if found to be in violation of this policy.

A. For purposes of this policy “safety-sensitive function” includes:

- 1. Operating a revenue service vehicle, including when not in revenue service;**
- 2. Operating a non-revenue vehicle, when required to be operated by a holder of a Commercial Driver’s License;**
- 3. Controlling dispatch of movement of a revenue service vehicle;**
- 4. Maintaining a revenue service vehicle or equipment used in revenue service, or**
- 5. Carrying a firearm for security purposes.**

An individual will be considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform or immediately available to perform such functions. Supervisors who may also perform safety-sensitive functions will be considered covered employees by this policy.

Appendix A lists Safety-Sensitive job titles at Omnitrans.

B. Contractors

This policy also applies to recipients of FTA assistance as defined in 49 CFR Part 655, as well other entities that provide mass transportation services or perform safety-sensitive functions for such recipients or entities, including subrecipients, operators and contractors. Contractors



PERSONNEL POLICY MANUAL

POLICY 701 PAGE 3 OF 27

SUBJECT

**Substance Abuse
(Alcohol, Drugs & Narcotics)**

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: September 4, 2013

subject to the requirements of the regulations include persons or organizations that provide services for the Agency consistent with a specific understanding or arrangement that reflects an ongoing relationship between the parties. The Agency will ensure that any contractors who perform safety-sensitive functions within the scope of this policy and the regulations certify their compliance with the requirements of 49 CFR Part 655.

III. Procedure

A. Prohibited Substances

1. Alcohol

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. **"Alcohol use"** means the consumption of any beverage, mixture, or preparation, including any medication, which contains alcohol. **"Alcohol concentration"** (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

2. Illegally Used Controlled Substances or Drugs

Although this policy prohibits the use of any controlled substances not lawfully prescribed by a physician, any drug test required under this policy will analyze an individual's urine to test for the presence of marijuana, cocaine, opiates, amphetamines and phencyclidine. The use of these five drugs is always illegal. Therefore, safety-sensitive employees may be tested at any time while on duty.

Appendix B indicates cut off levels for the initial and confirmatory tests.

3. Prescription & Non-Prescription (Over-the-Counter Drug Use)

While the use of legally prescribed drugs and non-prescription medications is not prohibited, employees must understand they have a responsibility to notify their supervisor if they are taking any medication which indicates that mental functioning, motor skills, or judgment may be adversely affected.

A legally prescribed drug is one written for you by a licensed physician and it includes the patient's name, the name of the medication, quantity/amount to be taken, and the period of authorization. The safety-sensitive employee is required to complete and have their physician complete the Safety-Sensitive Employee Prescription Drug Use Form (Appendix K). If the employee is taking any non-prescribed over-the-counter medications, the employee must also notify their supervisor by completing the Safety-Sensitive Employee



PERSONNEL POLICY MANUAL

POLICY 701 PAGE 4 OF 27

SUBJECT

Substance Abuse (Alcohol, Drugs & Narcotics)

APPROVED BY OMNITRANS
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Non-Prescription Form (Over-the-Counter Medications Only) (Appendix L).

The misuse or abuse of legal drugs while performing transit business is prohibited and subject to disciplinary action, up to and including termination of employment. **An individual will be allowed to list on the back of the donor copy of the Urine Custody and Control Form, any prescribed medication that he/she may be taking or may have recently taken.**

B. Conditions of Employment

Participation in Omnitrans drug and alcohol testing program is a requirement of each safety-sensitive employee and, therefore is a condition of employment. Covered employees are also prohibited from refusing to submit to a required substance abuse test as outlined by this policy.

1. Prohibited Conduct

a. Manufacture, Trafficking, Possession, and Use.

Any **employee engaging in the manufacture, distribution, dispensing, possession, or use of prohibited substances** on Omnitrans premises, **in transit vehicles**, in uniform, or while on Omnitrans business will be subject to termination. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

b. Impairment

Any **safety-sensitive** or non-safety sensitive employee who is reasonably suspected of being impaired by a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be impaired by prohibited substances or **who fail to pass a drug or alcohol test shall be removed from duty** and subject to termination. **A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.**

c. Alcohol Use

Agency and the **Federal Transit Administration Regulations prohibit the following conduct as it relates to alcohol use:**

- 1) No safety-sensitive or non-safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her blood alcohol concentration is 0.04 or greater.**



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- 2) **No employee shall have used alcohol within four hours of reporting for duty.**
- 3) **No employee shall use alcohol while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function.**
- 4) **No employees shall use alcohol during the hours they are on call.**
- 5) **No safety-sensitive employee shall use alcohol for eight hours following an accident, unless the employee has first undergone a post-accident alcohol test.**

Violation of these provisions is prohibited, and will make the employee subject to disciplinary action up to and including termination.

2. Notifying the Transit System of Criminal , Alcohol and/or Drug Conviction

Any employee who fails to notify Omnitrans in writing within five (5) days of any criminal, alcohol and/or drug statute conviction shall be subject to disciplinary action up to and including termination. Omnitrans will then report the conviction as stated above to the FTA Regional Counsel within ten (10) calendar days.

3. Compliance with Testing Requirements

All safety-sensitive and non-safety-sensitive employees will be subject to urine drug testing and breath alcohol testing. Any employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately, and be subject to dismissal proceedings. Refusal can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

4. Self Identification and Rehabilitation

It is Omnitrans policy to encourage employees to identify and detect their alcohol and substance abuse problems, and to enter a rehabilitation program. Accordingly, the Agency will allow employees, with a minimum of one year's service, one opportunity to enter a rehabilitation program if they identify themselves before Agency detection of the problem, or the occurrence of a situation that may result in a requirement to undergo urine and breath testing.

5. Proper Application of the Policy



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Omnitrans is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, all supervisory employees are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisory employee who knowingly disregards the requirements of this policy, or who is found to deliberately misuse, or neglect to enforce the policy in regard to subordinates, shall be subject to disciplinary action up to and including termination.

C. TESTING CIRCUMSTANCES

Analytical urine drug testing and breath testing for alcohol may be conducted when circumstances warrant or as required by Federal regulations. **All safety-sensitive and non-safety-sensitive employees shall be subject to testing prior to employment (post offer) or transfer to safety-sensitive positions, for reasonable suspicions/probable cause, fit for duty medical examination (post 90 day return from leave), and following an accident. Those employees who perform the safety-sensitive job listed in Appendix A to this policy shall also be subject to testing on a random, unannounced basis.**

Before performing any alcohol or drug test required by this policy, the Agency will notify the test subject the test is being required pursuant to this policy and/or Federal Transit Administration Regulations (49 CFR Part 655). The Agency will not represent that any requested test is required by federal regulations if, in fact, the individual to be tested is not subject to those regulations.

1. Pre-employment Testing

All safety-sensitive and non-safety-sensitive position applicants shall undergo urine drug testing prior to (post offer) employment. Receipt by Omnitrans of negative test result is required prior to beginning safety-sensitive duties. All employees being transferred from a non-safety-sensitive function to a safety-sensitive function will also be required to have a negative pre-employment drug test result prior to beginning any safety-sensitive function. The test must be performed within 90 days of beginning any safety-sensitive duties. If a test is cancelled for any reason, the employee or applicant must retake and have a negative result prior to being hired or beginning any safety-sensitive function. Failure of a drug test will disqualify an applicant for employment for a period of two (2) years.

Omnitrans will obtain written consent from applicants to request information from previous DOT regulated employers that had



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employed the individual within the previous two years. If the applicant does not provide consent, he/she may not perform any safety-sensitive functions.

Pursuant to Section 655.41(a)(2), all applicants and/or employees of safety-sensitive positions will be asked during the oral interview portion of the selection process if they have ever failed or refused a DOT pre-employment drug test including requiring evidence that the applicant and/or employee has successfully completed a referral, evaluation and treatment plan.

An employee who has not performed a safety-sensitive duty for 90 consecutive days or more and has not been in the random selection pool shall take a pre-employment physical examination that includes a DOT drug test with a verified negative result before returning to safety-sensitive duties.

2. Reasonable Suspicion Testing

All safety-sensitive and non-safety-sensitive employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance including, but not limited to, any employee suspected of possessing, using or being impaired by alcohol or an illegal drug, a legal drug if such use would violate this Policy or pose a safety threat, while on duty and/or in Agency uniform.

A reasonable suspicion referral for testing must be based upon specific, contemporaneous, articulate observations concerning appearance, behavior, speech, or body odors of the covered safety-sensitive and non safety-sensitive employee consistent with possible drug use or alcohol misuse. These observations will only be made by one supervisor who has received appropriate training in detecting the signs and symptoms of drug and alcohol use and will be documented by that individual on a "Reasonable Suspicion – Individual Test Summary" (Appendix J). A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made just before, during or after the period of the work day that the covered employee is required to be in compliance with this policy.

If the reasonable suspicion alcohol test is not administered within two (2) hours following the reasonable suspicion determination, the Agency will document the reasons why the test was not promptly administered.



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If the test is not administered within eight (8) hours following the reasonable suspicion determination, the Agency will no longer attempt to administer an alcohol test and will document the reasons for its inability to do the test.

In any reasonable suspicion testing circumstance, an Agency representative will transport the individual to the collection facility and await the completion of the collection procedure. The Agency representative will then transport the individual back to the Agency's premises where a family member or designated individual will be contacted to transport the individual from the premises. In the event no such individual is available, the Agency will contact a taxi to transport the employee home. The cost of the taxi will be reimbursed to the individual if the reasonable suspicion test result is negative. If the individual refuses to comply with any of these procedures and attempts to operate his/her own vehicle, the Agency will take appropriate efforts to discourage him/her from doing so, up to and including contacting local law enforcement officials. Any employee failing to cooperate with any of the above procedures will be subject to disciplinary action, up to and including termination.

Any safety-sensitive or non-safety-sensitive employee may not be assigned to a safety-sensitive function until a negative result has been received. An employee receiving a negative result shall be promptly returned to his/her former duties. While awaiting test result(s), employees will be put on paid administrative leave.

3. Post-Accident Testing

a) *Safety-sensitive employees will be required to undergo alcohol and drug testing if they are involved in an accident while operating an Omnitrans vehicle (regardless of whether or not the vehicle is in revenue service), if as a result of the accident:*

- 1) An individual dies;**
- 2) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident;**
- 3) With respect to an occurrence in which the mass transit vehicle involved a bus, electric bus, van or automobile, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. Disabling damage means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage**



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to motor vehicles that could have been driven, but would have been further damaged if so driven. Disabling damage does not include damages which can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage (even if no spare tire is available), headlamp or taillight damage, or damage to turn signals, horn or windshield wipers which makes them inoperative; or The total damage caused by the accident is estimated to exceed \$5,000.00.

A post-accident test will be conducted on all surviving covered employees whose performance could have contributed to the accident, as determined by the Agency using the best information available at the time of the decision.

Post accident testing is stayed while the employee assists in the resolution of the accident or receives medical attention following the accident. In the event following an accident, an alcohol test is not administered within two (2) hours; the Agency will prepare and maintain record stating the reasons why the test was not promptly administered. The employee will be tested for alcohol within eight (8) hours of the accident, or the Agency will make no further effort to administer and will document the reasons why the test was not administered within eight (8) hours. In the event a drug test is not administered within 32 hours following an accident, the Agency will cease its attempts to administer further drug testing. Any employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing will be considered to have refused the test. Employees tested under this provision will include not only the operations personnel, but any other covered employee whose performance could have contributed to the accident.

- b) The Post-Accident Individual Test Summary form (Appendix I) shall be used by the supervisor to ensure that proper procedure is followed in post-accident drug and alcohol testing. This form will be identified with an identification number that corresponds with accident records. The form will be kept as part of the testing records.
- c) Testing will not be required after non-fatal accidents if the Agency



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determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident and that the employee's performance could not have contributed to the accident.

4. Random Testing

Any safety-sensitive employees subject to the Federal Transit Administration guidelines of this policy will be required to submit to random drug and alcohol testing. The Agency will conduct random drug and alcohol tests at no less than the minimum annual percentage rate as required by the FTA. The current minimum annual percentage rates are located in Appendix C.

The random selection process is completely objective and anonymous and utilizes a scientifically valid method using a computer-based random number generator matched with a random number assigned to the employee's social security number. The tests will be unannounced and the dates for the tests will be reasonably spread throughout the course of the calendar year and occur throughout the work shift. All employees will have an equal chance of being tested each time selections are made, regardless of the number of his/her previous selections, if any.

Any covered employee notified of his/her selection for random testing will be required to proceed immediately to the test site. If a covered employee is performing a safety-sensitive function at the time of notification of the random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site as soon as possible. Covered employees will only be required to submit to a random alcohol test if they are performing a safety-sensitive function, about to perform a safety-sensitive function, or have just ceased performing a safety-sensitive function.

5. Refusal to Submit

Any covered employee who refuses to submit to an alcohol or drug test will be prohibited from performing or continuing to perform a safety-sensitive function and be subject to termination "Refusal to submit" to an alcohol or drug test constitutes a positive result, a violation of this policy, and includes the following conduct:

a. Failing to provide adequate breath for alcohol testing, without a



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valid medical explanation after an individual has received notice of a required breath test;

- b. Failing to provide an adequate urine sample for drug testing, without a genuine inability to provide a specimen (as determined by a medical evaluation), after an individual has received notice of a required urine test;
- c. Engaging in conduct that clearly obstructs the testing process, including the failure or refusal to sign any document or form required under this policy or by any party authorized to carry out testing under this policy;
- d. Failing to remain readily available for testing, including notifying the Agency of his/her location if he/she leaves the scene of the accident, when an individual is involved in an accident as defined in this policy; and
- e. Failure of the employee to report to the collection/testing site in a timely manner, as defined by Omnitrans, once notification is given without a reasonable excuse for a required test (except for a pre-employment test).
- f. Leaving a collection facility prior to a test completion (except in a pre-employment test where leaving before the test begins is not considered a test refusal).
- g. Failure to permit an observed or monitored collection when required.
- h. Failure to take a second test when required (i.e. a cancelled test).
- i. Failure to undergo a medical exam when required.
- j. For an observed collection, failure to follow the observers instructions to raise clothing above the waist, lower clothing and underpants and turn around.
- k. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- l. Admitting to the adulteration or substitution of a specimen to the



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collector or MRO.

- m. MRO's verification of a test as adulterated or substituted constitutes a refusal.

D. ALCOHOL TESTING METHODOLOGIES

a. Alcohol Testing Personnel

a) Breath Alcohol Technician

All alcohol testing required under this policy will be carried out by a breath alcohol technician ("BAT") trained to proficiency in the operation of the evidential breath testing device ("EBT") being used by the Agency for alcohol testing and in the alcohol testing procedures required herein. The BAT will be required to successfully complete a course of instruction that meets the standards of the National Highway Traffic Safety Administration (NHTSA) model course and documents that the BAT has demonstrated competence in the operation of the specific EBT being used by the Agency.

b) Screening Test Technician (STT)

Anyone qualified to act as a Breath Alcohol Technician may act as a Screening Test Technician (STT), provided that he/she has demonstrated proficiency in the operation of the non-evidential screening device to be used by that individual. Any other individual may act as an STT as long as he or she successfully completes the Department of Transportation model course, or a course of instruction determined by the Department of Transportation's Office of Drug and Alcohol Policy Compliance to be equivalent to it.

2. Alcohol Testing Device

- a) **Evidential Breath Testing Device** for the evidential testing of alcohol is listed in the "Conforming Products List (CPL) of Evidential Breath Measurement Devices." For confirmatory breath tests, the Agency will use an EBT that is capable of providing a printed result of each breath test in triplicate (or three consecutive identical copies). This device will be capable of assigning a unique and sequential number to each completed test. The EBT will also be able to distinguish alcohol from acetone at the 0.02 alcohol concentration level and be capable of testing an air blank prior to each collection of breath and performing an external calibration check.

- b) In order to be used for any alcohol testing under this policy, the EBT



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and must have a quality assurance plan (QAP) developed by the manufacturer and approved by National Highway Traffic Safety Administration (NHTSA). The Agency or its designated agent will ensure compliance with the QAP for each EBT it uses for alcohol testing under this policy.

3. Alcohol Testing Site

- a) The Agency will use an alcohol testing site that affords visual and aural privacy to the individual being tested sufficient to prevent unauthorized persons from seeing or hearing test results. The alcohol testing site will be secure and no unauthorized persons will be permitted access to it at any time when testing is being conducted or when the EBT remains unsecured. Alcohol testing will take place at locations designated by the Agency.
- b) In unusual circumstances (e.g., when it is essential to conduct a test outdoors at the scene of an accident) a test may be conducted at a place other than a designated testing facility, but the Agency or the BAT will ensure that visual and aural privacy will be provided to the greatest extent practicable.

4. The Breath Alcohol Testing Form

- a) The Agency will use a Breath Alcohol Testing Form prescribed by the Department of Transportation for EBT alcohol screening devices.

E. ALCOHOL TESTING PROCEDURES

1. Screening and Confirmation Testing

All alcohol testing conducted under this policy will be done in accordance with the procedures outlined in 49 CFR Part 40, Subpart L. After providing photo identification to the BAT or STT, the employee and the BAT/STT will complete the Breath Alcohol Testing Form. Any employee who refuses to sign the acknowledgment of testing in Step 2 of the form will be considered to have refused to test. The employee will follow the BAT/STT's instructions and provide a breath sample for the initial test. If the result of the test is <0.02 alcohol concentration, the test is considered negative and the process is complete. The BAT/STT will complete and sign the breath alcohol testing form.

If the initial alcohol test result is 0.02 or greater, a confirmation test, using an EBT capable of printing the test results, will be conducted. After a waiting period of at least 15 minutes, during which the employee



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is observed and requested not to take anything by mouth or to the extent possible, not to belch during the waiting period; the employee will be asked to provide a breath sample.) The confirmation test will be completed within 30 minutes of the completion of the screening test. The purpose of the waiting period is to ensure that no residual mouth alcohol is present for the confirmation test. If the confirmation test result is >0.02 , the BAT will immediately notify the Agency representative, and the employee will remain at the testing facility until provided transportation home. The employee and the BAT will complete and sign the breath alcohol testing form and a copy of the form, including the test results, will be provided to the employee.

2. Inability to Provide a Sample

The employee will be asked to submit to a breath alcohol test. If the employee is unable to provide, or alleges he/she is unable to provide a breath sufficient to permit a valid breath test because of a medical condition, the BAT/STT shall again instruct the employee to provide an adequate amount of breath. If the employee cannot provide an adequate breath sample, the BAT/STT shall discontinue the testing process, notify the Agency representative, and the employee shall, as soon as practical, be evaluated by a physician, designated by the Agency. The physician shall determine if there is a medical condition or diagnosis that prevents the employee from providing an adequate breath sample. If the physician is unable to document a medical condition or diagnosis responsible for the employee's failure to provide an adequate sample, it is considered a refusal to test.

3. Invalid Alcohol Test Results

Alcohol results >0.02 on the confirmation test are deemed invalid if certain critical errors or omissions occur in the testing process. The reasons for invalidation of a test result include: failure of the EBT/STT on the next external calibration check; less than 15 minutes elapsed between screening and conformation; omission of or failure on an air blank before the confirmation test; failure of the BAT/STT to sign the Breath Alcohol Testing Form; no printed EBT result; or the BAT/STT's failure to note employee's refusal to sign the final certification statement in step 4 of the Breath Alcohol Testing Form; the sequential test number or alcohol concentration displayed on the EBT is not the same as the sequential test number or alcohol concentration on the printed result. If an event occurs during the testing process, or an error is discovered, that would invalidate a confirmation test result, the employee shall be subject to repeat the testing process, if practical.



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4. Refusal to Test

For purposes of alcohol testing, the following are considered refusals to test:

- a) **The employee refuses to sign Step 2 of the Breath Alcohol Testing Form**
- b) **The employee refuses to attempt to provide a sample**
- c) **The employee fails to cooperate with the testing process**
- d) **The employee is unable or unwilling to provide an adequate breath sample and the examining physician does not find a medical condition or diagnosis that prevents the employee from providing the sample**
- e) **The employee fails to remain readily available for testing following an accident as defined in this policy.**
- f) **The employee fails to report to the collection/testing site for a required test in a timely manner, as defined by Omnitrans, once notification is given without a reasonable excuse.**
- g) **Failure to submit to a medical examination when required.**
- h) **Any employee who is deemed to have "refused to test" will be immediately removed from performing safety sensitive functions as defined by the FTA rules (49 CFR Part 655). The "refusal to test" constitutes a positive result. The Agency will impose disciplinary action as outlined in this policy.**

F. CONTROLLED SUBSTANCE ABUSE TESTING METHODOLOGIES

1. Laboratory Analysis

All urine specimens tested for drugs of abuse under this policy will be analyzed at a laboratory certified by the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory selected by the Agency for testing conducted under this policy is listed at Appendix D.

2. Initial Screening

All specimens will be tested for the drug or drug classes listed below using an immunoassay screen approved by the Food and Drug Administration (FDA). The immunoassay screen will use cut-off levels established by the DHHS to eliminate negative specimens from further consideration. Any initially positive test will be subject to confirmation through an additional, more precise testing methodology.

3. Confirmatory Tests

Any urine specimen identified as positive on the initial screen will be



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confirmed by a second analytical procedure which uses a different chemical technique and procedure. Gas chromatography/mass spectrometry (GC/MS) methodology will be used to conduct the confirmation analysis. GC/MS analysis will use cut-off levels established by the DHHS for confirmation. Any specimen that does not contain drug or drug metabolites above the GC/MS confirmation cut-off levels will be reported by the laboratory as negative.

4. Specimen Adulteration/Dilution

When appropriate the laboratory may conduct analyses to determine if the specimen has been adulterated. Adulteration tests include, but are not limited to, specific gravity, creatinine, and pH. In addition, the laboratory may conduct additional analyses to identify or detect a specific adulterant added to the urine specimen. If the laboratory identifies an adulterant added to the specimen, the laboratory will report the specimen as adulterated, presence of (the substance identified).

A urine sample will be considered dilute when the creatine concentration is equal to or greater than 2 mg/dL, but less than 20 mg/dL, and the specific gravity is greater than 1.0010, but less than 1.0030.

5. Laboratory Reporting of Results

The laboratory will report all test results to the Medical Review Officer (MRO). The reporting of test results must be by confidential, secure electronic (not telephone) or hard copy transmission. The laboratory will send to the MRO a copy of the custody and control form bearing the test results. Test results will be reported as negative, positive (if positive, the drug(s) found will be specified), canceled, unsuitable for testing, test not performed, or specimen adulterated.

The laboratory shall only report quantitative levels of positive results to the MRO upon his/her specific request. Quantitative levels shall only be released to the employer if the employer is involved in an administrative or legal proceeding brought by the employee in challenging a test result. Otherwise, the Agency will receive a result of either "Positive- with the substance being identified", or "Negative". The laboratory will provide a quarterly statistical report to the Agency summarizing the testing activity for each quarter.

6. Specimen Retention and Storage

Negative specimens will be destroyed and discarded by the laboratory after results are reported to the MRO. Positive specimens will be retained in



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long-term frozen storage (-20 degrees C or less) for a minimum of one (1) year. Split specimens of positive results will be retained in frozen storage for at least 60 days or until the MRO provides a written request for the split to be transferred to another laboratory for analysis (whichever occurs first).

7. Split Specimen Analysis

When a laboratory receives a split specimen (Bottle B) from the laboratory that conducted the confirmation analysis of Bottle A, the laboratory will conduct the analysis of Bottle B using GC/MS methodology. The specimen will be reported as a "reconfirmation of the drug(s)" if there is any detectable presence of the drug(s); GC/MS cut off levels do not apply. The results of the split specimen analysis are reported to the MRO. The split specimen will be retained in long-term frozen storage for a minimum of one (1) year by the laboratory that conducted the split specimen analysis. (Or longer if litigation concerning the test is pending).

G. CONTROLLED SUBSTANCES TESTING PROCEDURES

1. Urine Specimen Collection

Any person requested to undergo a drug test will be required to provide a urine sample at a designated collection site. Photo identification will be required. In order to ensure integrity of the specimen collection procedure, a standard Drug Testing Custody and Control Form will be used. This form will be completed by the employee and the specimen collection and will be forwarded along with the urine sample to a designated laboratory. The MRO, employee, collector and Agency representative also receive a copy of the Drug Testing Custody and Control Form.

All urine specimens will be collected in a clean, single-use specimen bottle(s) securely wrapped until filled with the specimen. A clean, single-use collection container that is securely wrapped until used may also be provided. The specimen bottle(s) will be labeled and sealed with tamper-evident tape/label by the collector in the employee's presence. The employee will initial the bottle(s) seals.

Any person requested to undergo a drug test will be provided a copy of written specimen collection procedures, which must be followed by the individual and the collection site personnel.

2. Specimen Collection Sites

The Agency will designate specimen collection sites/facilities. The



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facilities will have the personnel, materials, equipment and supervision necessary to provide collection in accordance with 49 CFR Part 40. The collection sites/facilities listed in Appendix D have been designated for specimen collections conducted under this policy.

Procedures shall provide for the collection site to be secure. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during the drug testing. A facility normally used for other purposes, such as a public rest room or hospital examining room, may be secured by visual inspection to ensure other persons are not present and undetected access is not possible.

3. Chain of Custody and Collection Control

The collection site personnel shall keep the individual's specimen bottle within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled. The chain-of-custody block on the Drug Testing Custody and Control Form shall be executed by authorized personnel upon receipt of the specimen. This form shall be used for maintaining control and accountability of each specimen from the point of collection to shipment/transportation of the specimen.

4. Individual Privacy

Collection procedures shall allow urine specimens to be provided by the individual in private, unless there is reason to believe that the individual may alter or substitute the specimen, as set forth below:

- a) The employee has presented a urine specimen that falls outside the normal temperature (32°-38° C/ 90°-100° F
- b) The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.).
- c) An employee may also be required to provide a urine specimen under direct observation in the event specimen adulteration is suspected under Section F.4. and H.4. of this policy. However, a higher-level supervisor of the collection site or a designated employer representative shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based upon the circumstances described above. During an observed collection, the employee will be required to raise and lower clothing and turn around in



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plain view as well as allowing the observer to view the urine stream from the donor to the collection container. Failure to follow the observers instructions during an observed collection to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the employee has any type of prosthetic or other device that could be used to interfere with the collection process will be considered a refusal per Section 40.191(a) (9) (10).

- d) If the sample is being collected from an employee in need of medical attention (e.g., as part of a post-accident test given in an emergency medical facility), necessary medical attention shall not be delayed in order to collect the specimen. Specimens will not be collected from deceased or comatose employees.

5. Insufficient Volume

Original specimen (with insufficient volume) will be discarded unless temperature is out of range or shows evidence of adulteration or tampering. The individual will remain at the collection site until process is complete.

The individual will be allowed to drink up to forty (40) ounces of fluid. If the specimen is not provided within three (3) hours of the first attempt, the collection process will be discontinued. The individual then will be referred to the MRO.

The individual will then have five (5) days to obtain a medical examination. The referring physician must be acceptable to the MRO. The medical examination will look for ascertainable physiological conditions or documented pre-existing psychological disorders present at the time of the examination.

6. Specimen Integrity and Identity

The Agency, the employee, and the collection site shall take appropriate precautions to preserve the integrity of the urine specimen by ensuring that it is not adulterated or diluted during the collection procedure and that the urine specimen tested is that of the person from whom it was collected. Collection site personnel will be responsible for maintaining the integrity of the specimen collection and transfer process, but employees are expected to cooperate with collection site personnel and to exercise good faith in conjunction with the specimen collection procedures.



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7. Split Specimen Procedures

There must be a sufficient volume of each specimen to allow for it to be subdivided, secured and labeled in the presence of the tested individual and retained in a secured manner to prevent the possibility of tampering. This will allow an individual the opportunity to request a retest of the specimen by an appropriate laboratory in accordance with Section F.7. of this policy.

8. Transportation to Laboratory

Collection site personnel shall arrange to ship the collected specimens to the drug-testing laboratory. The specimens shall be placed in a container designed to minimize the possibility of damage during shipment (e.g., specimen boxes and/or padded mailers); and those containers shall be securely sealed to eliminate the possibility of undetected tampering with the specimen and/or form. The collection site person shall ensure that the chain of custody documentation is enclosed in each container sealed for shipment to the drug-testing laboratory.

9. Failure to Cooperate

Any employee required to provide a urine sample may be asked to sign a consent or release form authorizing the collection of the specimen, analysis of the specimen for designated controlled substances, and release of the results to the employer. The employee will not be required to waive liability with respect to negligence on the part of any person participating in the collection, handling or analysis of the specimen or to indemnify any person for the negligence of others.

If the employee refuses to cooperate during the collection process (e.g., refusal to provide a complete specimen, complete paperwork, initial specimen), the collection site person will inform the Agency representative and document the employee's conduct on the Drug Testing Custody and Control Form. Employees are expected to exercise good faith and cooperate during the collection process and failure to do so will subject the employee to disciplinary action, up to and including termination, independent and regardless of the results of any subsequent drug test.

H. CONTROLLED SUBSTANCE TEST RESULTS

1. Medical Review Officer (MRO)

All confirmed positive and negative test results will be reported by the laboratory directly to the medical review officer (MRO) prior to any results being released to the Agency. The MRO will be a licensed physician with knowledge of substance abuse disorders who has appropriate medical



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training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO will review and consider possible alternative medical explanations for the positive test result as well as the chain of custody to ensure that it is complete and sufficient on its face. The Agency will designate an MRO for its controlled substance testing program. The designated MRO is listed in Appendix D.

2. MRO Duties

The MRO will perform the following functions for the Agency:

- a) Review the results of drug testing before they are reported to the Agency;
- b) Review and interpret each confirmed positive test result to determine if there is an alternative medical explanation for the confirmed positive test result. The MRO may include these steps:
 - 1) Conducting a medical interview with the individual tested;
 - 2) Reviewing the individual's medical history and any relevant biomedical factors;
 - 3) Reviewing all medical records made available by the individual tested to determine if a confirmed positive test resulted from legally purchased medication.
- c) Requiring, if necessary, that the original specimen be reanalyzed to determine the accuracy of the reported test result; and
- d) Verifying that the laboratory report and assessment are correct.

3. Action on Positive Test Results

Prior to making a final decision to verify a positive test result for an individual, the MRO will give the individual an opportunity to discuss the test result. The MRO will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact and a medically licensed or certified staff person may gather information from the individual. Except as provided below, the MRO will talk directly with the individual before verifying a test as positive.

If, after making and documenting all reasonable efforts to contact the individual, the MRO is unable to reach the individual directly, the MRO will contact a designated Agency representative who will direct the individual to contact the MRO as soon as possible. If it becomes necessary to reach the individual through an Agency representative, the representative will utilize procedures to ensure, to the maximum extent practicable, the requirement



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that the individual contact the MRO is held in confidence.

The MRO may verify a test as positive without having communicated directly with an individual about the results in three circumstances:

- a. If the individual expressly declines the opportunity to discuss the test;
- b. If the designated Agency representative has successfully made and documented a contact with the individual and instructed him/her to contact the MRO, and more than five (5) days have passed since the individual was successfully contacted; or
- c. If neither the MRO nor employer has successfully contacted the employee after fourteen (14) days of reasonable effort.

If a test is verified as positive because of an individual's failure to contact the MRO, the individual will have the opportunity to provide the MRO with evidence documenting that serious illness, injury or other circumstances unavoidably prevented him/her from timely contacting the MRO. The MRO, on the basis of such information, may reopen the verification and allow the individual to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO will declare the test to be negative.

In verification of an opiate positive result the MRO may require that the employee submit to a medical examination by an Agency-designated physician. The purpose of the examination is to determine if there is clinical evidence of unauthorized use of an opiate substance. An employee's refusal to undergo the medical examination may result in a positive test determination.

4. MRO Determinations

If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO will report the test as negative.

If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO shall refer the individual tested to the Agency for further proceedings in accordance with this policy, report the test as positive, and provide the name of drug(s) detected.



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If the MRO determines, based upon his/her review of the laboratory inspection reports, quality assurance and quality control data, and other drug test results, that a particular drug test result is scientifically insufficient for further action, the MRO will conclude that the test is canceled.

If the MRO determines that a specimen is unsuitable for testing, the MRO will cancel the test. The MRO will provide medical review and verification for all laboratories and reported substituted specimen results. If the MRO receives a laboratory report identifying the specimen as adulterated, the MRO will report the test as adulterated and inform the Agency that the employee has "refused to test".

5. Disclosure of Information

The MRO will not disclose to any third party medical information provided by the individual to the MRO as part of the testing verification process, except as provided below:

- a. Before obtaining medical information from the employee as part of the verification process, the MRO will advise the employee that the information may be disclosed to third parties and of the identity of any parties to whom the information may be disclosed.

6. Split Specimen Procedures

The MRO will notify each employee who has a verified positive test that he/she has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. The employee will not be allowed to request a reanalysis of the primary specimen and any retest will be at the employee's expense.

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing, or untestable, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer and the employee. However, because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement, but must provide data sufficient to confirm the presence of the drug or metabolite.



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If an employee has not contacted the MRO within seventy-two (72) hours, the employee may present the MRO with information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed.

I. CONFIDENTIALITY AND RECORDKEEPING

1. Confidentiality

The Agency will maintain all records generated under this policy in a secure manner so that disclosure to unauthorized persons does not occur. Thus, the results of any tests administered under this policy and/or any other information generated pursuant to this policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by law. In addition, the Agency's contract with its designated laboratory requires it to maintain all employee test records in confidence.

However, the laboratory or the Agency may disclose information required to be maintained under this policy to the employee, the employer or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.)

2. Access to Facilities and Records

Upon written request by any covered employee, the Agency will promptly provide copies of any records pertaining to the employee's use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests. Access to a covered employee's records will not be contingent upon payment for records other than those specifically requested.

The Agency will also permit access to all facilities utilized and alcohol or drug testing documents generated in complying with the requirements of 49 CFR Part 655 to the Secretary of Transportation, any DOT agency with regulatory authority over the employer or any of its covered employees, or to a State oversight agency. When requested by the National Transportation



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Safety Board as part of an accident investigation, the Agency will disclose information related to the employer's administration of a post-accident alcohol and/or drug test administered following the accident under investigation.

Records will also be made available to an identified person or a subsequent employer upon receipt of a written request from an employee, but only as expressly authorized and directed by the terms of the employee's written consent. The subsequent release of such information by the person receiving it will be permitted only in accordance with the terms of the employee's consent.

J. EMPLOYEE ASSISTANCE PROGRAM/SUBSTANCE ABUSE PROFESSIONAL

1. Employee Education

The Agency will provide employees subject to this policy with education materials explaining the requirements of the Federal Transit Administration drug and alcohol regulations and the Agency policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem. This information will be included in the following:

- a. Distribution of an employee Personnel Policy Manual.
- b. Display and distribution of a community service hot-line telephone number for employee assistance.
- c. Appendix E.

Covered employees will receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug use on personal health, safety and the work environment and on the signs and symptoms which may indicate prohibited drug use.

Copies of the above materials and this policy will be distributed to each covered employee prior to the start of alcohol and drug testing required herein and to each employee subsequently hired or transferred into a position requiring the performance of a safety-sensitive function covered by this policy. Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same. The Agency will retain the original of the signed certificate and will provide a copy to the employee, if requested. Appendix F. The Agency will also provide written notice to representatives of



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employee organizations as to the availability of this information.

Any questions about the requirements of this policy should be directed to the program contact individual listed in Appendix D.

Please refer to Appendix E on the effects of Alcohol Abuse.

2. Supervisory Training

Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this policy will be required to receive at least sixty (60) minutes of training on alcohol misuse and 60 minutes of training on drug use. This training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and prohibited drug use.

3. Referral, Evaluation and Treatment

a. Available Resources

Any employee who engages in conduct prohibited by this policy will be provided with information about the resources available for evaluating and resolving problems associated with the misuse of alcohol or prohibited drug use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs. Appendix D.

b. Substance Abuse Evaluation

Although an employee's employment with the Agency may be terminated for a violation of this policy, employees will be advised to undergo an evaluation by an appropriate substance abuse professional, who will determine what, if any, assistance the employee may need in resolving problems associated with alcohol misuse and/or prohibited drug use. This requirement will apply regardless of whether such conduct is discovered as a result of a positive drug or alcohol test, or independent employer knowledge. The referral, evaluation and rehabilitation requirements outlined above do apply to job applicants who refuse to submit to or test positive in a pre-employment drug test.

4. Substance Abuse Professional (SAP)

For purposes of this policy, a substance abuse professional (SAP) is defined as a licensed physician (M.D. or D.O.), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by DOT, NAADAC or ICRC) who has knowledge of and clinical experience in the diagnosis and treatment of



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drug and alcohol-related disorders.

K. DISCIPLINE

In addition to the removal from safety-sensitive functions required by Federal Transit Administration Regulations, the Agency will take the following disciplinary action against any individual who violates this policy.

1. Applicants

An individual who tests positive on a pre-employment or pre-duty test for a prohibited drug will not be hired for a covered function position. Failure of a drug or alcohol test will disqualify an applicant for employment for a period of two (2) years. Information on referral to a substance abuse professional will be provided to all applicants who test positive.

2. Employees

An employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will result in removal from his position for eight (8) hours unless a retest results in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy.

Any employee that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and evaluated by a Substance Abuse Professional (SAP). A positive drug and/or alcohol test will also result in termination of employment.

L. RECORDKEEPING AND REPORTING

1. Retention of Records

The Agency will maintain records relating to this policy as outlined in 49 CFR Part 655. These records will be maintained in a secure location with controlled access for the specified periods of time, measured from the date of the document's or data's creation.

2. Management Information System

The Agency will prepare and submit by March 15 of each year, two (2) summary results report of all drug and alcohol testing performed under this policy. The Agency will also submit these reports for all contractors who were doing contracted services for the covered year. These reports will be submitted to the FTA Office of Safety and Security. The alcohol summary will contain all of the information required by 49 CFR Part 655 and the drug summary will contain all the information in 49 CFR Part 655.



APPENDIX A

OmniTrans' Safety-Sensitive Function Job Titles

Dispatcher
Dispatch Supervisor
Coach Operator
Field Supervisor
Fleet Safety and Training Supervisor
Fleet Safety and Training Instructor
Shop Supervisor
Equipment Mechanic
Mechanic Helper
Tire Repair Worker
Utility Service Worker
Any Other Employee who holds a Commercial Driver's License and
Performs a Function that Requires a Commercial Driver's License.

APPENDIX B

Minimum Thresholds – Cut Off Levels

Initial Testing

1. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cut off levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

<u>Types of Drugs</u>	<u>Initial Test Cut Off Levels (ng/ml)</u>
Marijuana Metabolites	50
Cocaine Metabolites	150
Opiate Metabolites	2000*
Phencyclidine	25
Amphetamines	500

*-25ng/ml if immunoassay specific for free morphine.

Confirmation Testing

2. All specimens identified as positive on the initial test will be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cut off levels listed in this paragraph for each drug. All confirmations will be by quantitative analysis. Concentrations that exceed the linear region of the standard curve will be Documented in the laboratory record as “greater than highest standard curve value”.

<u>Types of Drugs</u>	<u>Confirmation Test Cut Off Levels (ng/ml)</u>
Marijuana Metabolites	15*
Cocaine Metabolites	100 **
Opiates: Morphine	2000
Codine	2000
Phencyclidine	25
Amphetamine: Amphetamine	250
Methamphetamine	250 ***

* Delta –9-Tetrahydrocannabinol-9-Acid

** Benzoylcegonine

*** Specimen must also contain amphetamine at a concentration greater than or equal to 100 ng/ml.

Cut off levels at both the initial and confirmatory levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of the substances at other concentrations.



APPENDIX C

Random Testing – Minimum Annual Percentages for Drug and Alcohol Testing

The annual random testing rates for drug and alcohol are determined separately based on the industry wide positive rate for the preceding two (2) consecutive year period, based on annual MIS reports submitted by covered employers. Rates for future years will be announced each year with the rates dependent on industry wide experience rates.

Drugs

The current annual percentage of covered employees that need to be tested on an annual basis is 25%.

Alcohol

The current annual percentage of covered employees that need to be tested on an annual basis is 10%.



APPENDIX D

Company Designated Service Providers for Drug and Alcohol Testing Conducted Under the Terms of This Policy:

1. Company Drug and Alcohol Testing Program Contact

For all questions concerning the Agency's policy or implementation of the Agency's drug and alcohol testing program, employees should contact the individual named below:

Name: Marjorie Ewing
Title: Director of Human Resources
Address: 1700 W. 5th Street
San Bernardino, CA 92411
Phone: (909) 379-7261

2. Drug Testing Laboratory

The following DHHS-certified laboratory has been designated by the Agency to conduct the analysis of all urine specimens tested under the terms of this policy:

Name: Clinical Reference Laboratory
Address: 8433 Quivira
Lenexa, KS 66215

3. Medical Review Officers

The following physicians have been designated by the Agency to perform Medical Review Officer functions for all drug tests conducted under the terms of this policy:

Name: U.S. HealthWorks National MRO/Doctor Donald L. Bucklin, MD
Address: 28035 Avenue Stanford West
Valencia, CA 91355
Phone: (800) 340-3810

Name: U.S. HealthWorks/Doctor Mohammed Mahmud, MD
Address: 2171 S. Grove Avenue, Ste. A
Ontario, CA 91761
Phone: (909) 923-4080

Name: U.S. HealthWorks/Doctor Michael S. Valdez, MD
Address: 1760 Chicago Avenue. Ste. J
Riverside, CA 92507
Phone: (909) 781-2200

Name: U.S. HealthWorks/Doctor G. L. McMurray, MD
Address: 599 Inland Center Drive, Suite 105
San Bernardino, CA 92408
Phone: (909) 889-2525



Name: U.S. HealthWorks Colton Clinic/Doctor Donald L. Bucklin, MD
Address: 28035 Avenue Stanford West
Valencia, CA 91355
Phone: (800) 340-3810

4. Substance Abuse Professional (SAP)

Substance Abuse Professional (SAP) services, including information, referral, assessment, and evaluation, are available from the following Agency designated individuals/organization:

Name: Dr. Kathleen Bruner
Robert Bruner, CEAP
Gordon Van Cleve, DOT
National Substance Abuse Professionals Network
Address: 1615 Orange Tree Lane
Redlands, CA 92374
Phone: 1-800-879-6428

5. Collection Sites

The following clinics have been designated by the Agency to perform collection functions for all drug and alcohol tests conducted under the terms of this policy.

Name: U.S. HealthWorks
Address: 2171 S. Grove Avenue, Ste. A
Ontario, CA 91761
Phone: (909) 923-4080

Name: U.S. HealthWorks
Address: 1760 Chicago Avenue, Ste. J
Riverside, CA 92507
Phone: (909) 781-2200

Name: U.S. HealthWorks
Address: 599 Inland Center Drive, Suite 105
San Bernardino, CA 92408
Phone: (909) 889-2525

Name: U.S. HealthWorks
Address: 850 East Washington St.
Colton, CA 92324
Phone: (909) 370-0572

APPENDIX E

ALCOHOL MISUSE INFORMATION

Alcohol is a drug. It is a central nervous system depressant that slows down the body's functions. For some people, the use of alcohol can become addictive. The body develops a tolerance for alcohol, thus needing more of the drug to achieve the same effects. Once addicted to alcohol, the body experiences withdrawal symptoms when alcohol is not present in the bloodstream. Alcohol addiction, or alcoholism, is a disease. If left untreated, alcoholism is progressive- that is the damage to the body continues, and it is ultimately fatal.

Alcohol misuse, alcohol abuse, and alcoholism affect an individual's work performance. Alcohol, even in very small amounts, affects judgments, reflexes, thinking ability, coordination, and attention. Alcohol is particularly dangerous when an individual needs to make a decision and act in an emergency or unfamiliar situation. Alcohol in a person's bloodstream affects one's ability to operate a vehicle or complex machinery, and to perform many safety-sensitive related tasks. Coming to work with a "hangover" also affects an employee's ability to perform. Hangover symptoms include diminished clarity in thinking, tremors that reduce fine motor coordination and flu-like feelings that decrease alertness and well-being.

Alcohol misuse, alcohol abuse and alcoholism also affect an individual's personal and family life. Heavy alcohol drinkers have more illness and medical conditions requiring treatment. Financial and legal complications from excessive drinking are common problems. In the late stages of alcoholism, the individual's life is centered around alcohol; family, job, friends (except drinking buddies) are unimportant and ignored. Alcohol abuse and alcoholism can cause permanent damage to the liver, heart, brain, and other vital organs.

The following are indicators that alcohol is a problem in an individual's life: Calling in "sick" from work because of heavy drinking or hangover. Making repeated promises to family/friends to "cut down" or stop drinking.

- Needing increasing amounts of alcohol to "feel good or get high".
- Morning shakes or tremors that are relieved by taking a drink.
- Being arrested for drunk driving.
- Needing a drink to get through a shift at work.
- Refusing to participate in leisure activities where alcohol is unavailable.
- Experiencing periods of "blackout" when drinking (not remembering some events or situations that occurred while drinking).



SUBSTANCE ABUSE POLICY ACKNOWLEDGEMENT

I, the undersigned, do hereby acknowledge that I have received a copy of the Omnitrans SUBSTANCE ABUSE POLICY and understand that I must abide by its provisions.

Employee's Name (PLEASE PRINT)

Employee's Signature

Date

APPENDIX F



APPENDIX G

Breathe Alcohol Testing Procedures

9/30/11 FTA determined this appendix is not required



APPENDIX H

DOT Urine Specimen Collection Procedures

9/30/11 FTA determined this appendix is not required



APPENDIX I

POST-ACCIDENT INDIVIDUAL TEST SUMMARY

- 1) Accident Identifier: _____
- 2) Location of Accident: _____

- 3) Accident Date: _____ Time: _____
- 4) Report Date: _____ Time: _____
- 5) Name of Employee: _____
- 6) Identification Number: _____
- 7) Position: _____
- 8) Result of Accident: _____ Fatality
_____ Disabling Damage*to One or More Vehicles
_____ Injury Requiring Immediate Transport to
Medical Facility
_____ Employee _____ Other Vehicle
_____ Passenger _____ Other, Specify: _____

- 9) Was the Employee sent for a post-accident test? _____ Yes _____ No
- 10) If No, Explain: _____

- 11) Decision to Test: FTA Authority _____ Yes _____ No
Company Authority _____ Yes _____ No
- 12) Type of Test: _____ Drug _____ Alcohol
- 13) Supervisor Making Determination: _____
- 14) Notification of Test: Date: _____ Time: _____
- 15) Test Conducted, Drug: Date: _____ Time: _____
Alcohol: Date: _____ Time: _____



16) Did the alcohol test occur more than two hours from the time of the accident?

_____ Yes _____ No

If Yes, Explain:

17) If no alcohol test occurred because more than eight hours elapsed from time of the accident, please explain:

18) Did the employee leave the scene of the accident without just cause? ____ Yes ____ No

If Yes, Explain:

19) If no drug test was performed because more than 32 hours had passed since the time of the accident, explain why:

Supervisor making determination: _____

20) Test Result: _____ Positive _____ Negative _____ Cancelled

21) Attachments:

- # Test Result Summary
- # Order to Test
- # Chain of Custody
- # Alcohol Testing Form

* *Disabling Damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement, without damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors, or windshield wipers that makes them inoperative.



APPENDIX J

**REASONABLE SUSPICION
INDIVIDUAL TEST SUMMARY**

Employee Name: _____

Safety Sensitive Position: _____

Observation Date: _____ **Time:** _____

Circumstances of

Observation: _____

(Attach additional sheets as necessary)

Objective Facts Identified (Attach additional sheets as necessary)

Behavior: _____

Appearance: _____

Speech: _____

Odor: _____

Other: _____

Determination Date: _____ **Time:** _____

Notification Date: _____ **Time:** _____

Test Date: _____ **Time:** _____

Type of Test Conducted:

_____ **Drug**

_____ **DOT**

_____ **Alcohol**

_____ **Non-DOT**

Supervisor: _____

Date of Supervisor Training: _____

Test Results **Drug:** _____ **Positive** _____ **Negative** _____ **Cancelled**

Alcohol: _____ **Positive** _____ **Negative** _____ **0.02-0.039**

Comment: _____

Attachments: () **Test Result Summary Form** () **Consent Form** () **Other**

() **Chain of Custody** () **Alcohol Test Form**



APPENDIX K

SAFETY- SENSITIVE EMPLOYEE PRESCRIPTION DRUG USE FORM

INSTRUCTIONS FOR EMPLOYEES IN SAFETY SENSITIVE POSITIONS

You must complete this form if:

1. You are disclosing the use of a new prescription drug. You must complete the "Employee Section" of this form. Have your physician complete the "Physician Section" and forward to your supervisor or the Human Resources Department.
2. You are disclosing a prescription drug renewal (#1 has previously been completed). You must complete the "Employee Section" of this form and attach a copy of your prescription renewal label, and forward to your supervisor or the Human Resources Department.

Employee Section:

Printed Name: _____ Employee # _____

Employee's Safety-Sensitive Job Function (check those that apply) (for a list of Safety-Sensitive positions refer to Policy 701, Appendix A):

- ____ Operate a public transit bus
- ____ Operate a non-revenue service vehicle
- ____ Control the dispatch or movement of company transit buses
- ____ Maintain and/or repair transit vehicles
- ____ Supervisor whose duties require the performance of any of the above functions

- Employees must wait at least 4 hours after taking any medication containing alcohol before working.
- Employees must wait 8 hours after taking any over-the-counter medications containing the following ingredients before they perform safety-sensitive duties:

Cold & Allergy Medications	Diphenhydramine, Chlorpheniramine, Clemastine
Motion Sickness Medications	Bonine (Meclizine) and Dramamine (Dimenhydrinate)
Sleep Medications	Doxylamine, Diphenhydramine

I understand that it is my obligation to inform my physician of my job functions and inform Omnitrans of any medication I am taking and to obtain approval from Omnitrans to work while taking this medication.

Employee's Signature

Date



Physician Section:

PRESCRIPTION DRUGS

**** To Be Completed By Physician Only ****

Based on your best medical opinion, make your determination and complete the section below and check the applicable box. You may contact the Human Resources Department at (909) 379-7260 if you have any questions.

Safe – This patient's condition and medication will not interfere with his/her ability to perform job duties safely.

Potential Impairment – This medication may impair functioning; patient should not take while performing job duties or for a period of time prior to duties (please specify).

Name of Drug

Dosage/Frequency

1. _____
☐ Safe ☐ Potential Impairment – Employee should not take during or for _____ hours before duties.
2. _____
☐ Safe ☐ Potential Impairment – Employee should not take during or for _____ hours before duties.
3. _____
☐ Safe ☐ Potential Impairment – Employee should not take during or for _____ hours before duties.

I have reviewed the above named employee's job functions and medical records. It is my opinion that this patient's condition and the medication(s) he/she is taking or has been prescribed will not interfere with his/her ability to safely perform those job functions.

Physician's Signature

Physicians Medical Office Stamp

Physician's Printed Name

Date

FOR HR OR SUPERVISOR USE ONLY

Date Supv. Received: _____

Received by: _____

Date HR Received: _____

Received by: _____

HR: ☐ Approved ☐ Not Approved

☐ Supervisor Notified: _____

Date: _____ **Time:** _____

[Fn 04/07/10]



APPENDIX L

SAFETY- SENSITIVE EMPLOYEE NON-PRESCRIPTION FORM
**** Over-the-Counter Medications Only ******INSTRUCTIONS FOR EMPLOYEES IN SAFETY SENSITIVE POSITIONS**

You must complete this form if you are disclosing the use of non-prescription over-the-counter medications.

Name of Medication: _____

Dosage Taken: _____

I take this medication during my work hours (check one): Yes ☐ No ☐

This medication affects my ability to drive or operate machinery (check one): Yes ☐ No ☐

- Employees must wait at least 4 hours after taking any medication containing alcohol before working.
- Employees must wait 8 hours after taking over-the-counter medications containing the following ingredients before they perform safety-sensitive duties:

Cold & Allergy Medications	Diphenhydramine, Chlorpheniramine, Clemastine
Motion Sickness Medications	Bonine (Meclizine) and Dramamine (Dimenhydrinate)
Sleep Medications	Doxylamine, Diphenhydramine

I understand that it is my obligation to inform my supervisor/Omnitrans of any medication I am taking that may affect my ability to perform my safety-sensitive job duties while taking this medication (Policy 701, Prescription & Non Prescription (Over-the-Counter) Drug Use, III., A., 3.).

Employee's Name (printed)

Employee #

Employee's Signature

Date

FOR HUMAN RESOURCES OR SUPERVISOR USE ONLY

Date Supv. Received: _____

Received by: _____

Date HR Received: _____

Received by: _____

HR: ☐ Approved ☐ Not Approved

Supervisor Notified: _____

Date: _____ Time: _____

[Fn 04/07/10]

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.

RR-28

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 - PRICING HRS16-28A

Base Year 1

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	\$ 24.51	\$ 32.84
2	Field Supervisor	\$ 24.51	\$ 32.84
3	Fleet Safety & Training Instructor	\$ 24.51	\$ 32.84
4	Human Resources Analyst	\$ 24.51	\$ 32.84
5	Human Resources Specialist	\$ 24.51	\$ 32.84
6	Network Technician	\$ 24.51	\$ 32.84
7	Scheduling Analyst	\$ 24.51	\$ 32.84
8	Operations Services Supervisor	\$ 24.51	\$ 32.84
9	Sales Supervisor	\$ 24.51	\$ 32.84
10	Stops and Stations Supervisor	\$ 24.51	\$ 32.84
11	Contract Review Analyst	\$ 22.81	\$ 30.79
12	Department Senior Secretary	\$ 22.81	\$ 30.79
13	Dispatcher	\$ 22.81	\$ 30.79
14	Marketing Specialist	\$ 22.81	\$ 30.79
15	Planner 1	\$ 22.81	\$ 30.79
16	Administrative Secretary	\$ 19.52	\$ 27.13
17	Fleet Analyst	\$ 19.52	\$ 27.13
18	Human Resources Assistant	\$ 19.52	\$ 27.13
19	Payroll Technician	\$ 19.52	\$ 27.13
20	Warranty Coordinator	\$ 19.51	\$ 27.13
21	Human Resources Clerk	\$ 16.39	\$ 22.78

Base Year 2

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	\$ 24.51	\$ 32.84
2	Field Supervisor	\$ 24.51	\$ 32.84
3	Fleet Safety & Training Instructor	\$ 24.51	\$ 32.84
4	Human Resources Analyst	\$ 24.51	\$ 32.84
5	Human Resources Specialist	\$ 24.51	\$ 32.84
6	Network Technician	\$ 24.51	\$ 32.84
7	Scheduling Analyst	\$ 24.51	\$ 32.84
8	Operations Services Supervisor	\$ 24.51	\$ 32.84
9	Sales Supervisor	\$ 24.51	\$ 32.84
10	Stops and Stations Supervisor	\$ 24.51	\$ 32.84
11	Contract Review Analyst	\$ 22.81	\$ 30.79
12	Department Senior Secretary	\$ 22.81	\$ 30.79
13	Dispatcher	\$ 22.81	\$ 30.79
14	Marketing Specialist	\$ 22.81	\$ 30.79

ATTACHMENT C - PRICING HRS16-28A

15	Planner 1	\$ 22.81	\$ 30.79
16	Administrative Secretary	\$ 19.52	\$ 27.13
17	Fleet Analyst	\$ 19.52	\$ 27.13
18	Human Resources Assistant	\$ 19.52	\$ 27.13
19	Payroll Technician	\$ 19.52	\$ 27.13
20	Warranty Coordinator	\$ 19.51	\$ 27.13
21	Human Resources Clerk	\$ 16.39	\$ 22.78

Base Year 3

Item	Position Description	Hourly Wage	Billable Rate
Non-Represented			
1	Accountant	\$ 25.00	\$ 33.75
2	Field Supervisor	\$ 25.00	\$ 33.75
3	Fleet Safety & Training Instructor	\$ 25.00	\$ 33.75
4	Human Resources Analyst	\$ 25.00	\$ 33.75
5	Human Resources Specialist	\$ 25.00	\$ 33.75
6	Network Technician	\$ 25.00	\$ 33.75
7	Scheduling Analyst	\$ 25.00	\$ 33.75
8	Operations Services Supervisor	\$ 25.00	\$ 33.75
9	Sales Supervisor	\$ 25.00	\$ 33.75
10	Stops and Stations Supervisor	\$ 25.00	\$ 33.75
11	Contract Review Analyst	\$ 23.00	\$ 31.05
12	Department Senior Secretary	\$ 23.00	\$ 31.05
13	Dispatcher	\$ 23.00	\$ 31.05
14	Marketing Specialist	\$ 23.00	\$ 31.05
15	Planner 1	\$ 23.00	\$ 31.05
16	Administrative Secretary	\$ 20.00	\$ 28.00
17	Fleet Analyst	\$ 20.00	\$ 28.00
18	Human Resources Assistant	\$ 20.00	\$ 28.00
19	Payroll Technician	\$ 20.00	\$ 28.00
20	Warranty Coordinator	\$ 20.00	\$ 28.00
21	Human Resources Clerk	\$ 16.75	\$ 23.45

ATTACHMENT C - PRICING HRS16-28A

Option Year 1

Item	Position Description	Hourly Wage	Billable Rate
Non-Represented			
1	Accountant	\$ 25.50	\$ 34.43
2	Field Supervisor	\$ 25.50	\$ 34.43
3	Fleet Safety & Training Instructor	\$ 25.50	\$ 34.43
4	Human Resources Analyst	\$ 25.50	\$ 34.43
5	Human Resources Specialist	\$ 25.50	\$ 34.43
6	Network Technician	\$ 25.50	\$ 34.43
7	Scheduling Analyst	\$ 25.50	\$ 34.43
8	Operations Services Supervisor	\$ 25.50	\$ 34.43
9	Sales Supervisor	\$ 25.50	\$ 34.43
10	Stops and Stations Supervisor	\$ 25.50	\$ 34.43
11	Contract Review Analyst	\$ 23.50	\$ 31.73
12	Department Senior Secretary	\$ 23.50	\$ 31.73
13	Dispatcher	\$ 23.50	\$ 31.73
14	Marketing Specialist	\$ 23.50	\$ 31.73
15	Planner 1	\$ 23.50	\$ 31.73
16	Administrative Secretary	\$ 20.50	\$ 28.70
17	Fleet Analyst	\$ 20.50	\$ 28.70
18	Human Resources Assistant	\$ 20.50	\$ 28.70
19	Payroll Technician	\$ 20.50	\$ 28.70
20	Warranty Coordinator	\$ 20.50	\$ 28.70
21	Human Resources Clerk	\$ 17.25	\$ 24.15

Option Year 2

Item	Position Description	Hourly Wage	Billable Rate
Non-Represented			
1	Accountant	\$ 25.50	\$ 34.43
2	Field Supervisor	\$ 25.50	\$ 34.43
3	Fleet Safety & Training Instructor	\$ 25.50	\$ 34.43
4	Human Resources Analyst	\$ 25.50	\$ 34.43
5	Human Resources Specialist	\$ 25.50	\$ 34.43
6	Network Technician	\$ 25.50	\$ 34.43
7	Scheduling Analyst	\$ 25.50	\$ 34.43
8	Operations Services Supervisor	\$ 25.50	\$ 34.43
9	Sales Supervisor	\$ 25.50	\$ 34.43
10	Stops and Stations Supervisor	\$ 25.50	\$ 34.43
11	Contract Review Analyst	\$ 23.50	\$ 31.73
12	Department Senior Secretary	\$ 23.50	\$ 31.73
13	Dispatcher	\$ 23.50	\$ 31.73

ATTACHMENT C - PRICING HRS16-28A

14	Marketing Specialist	<u>\$ 23.50</u>	<u>\$ 31.73</u>
15	Planner 1	<u>\$ 23.50</u>	<u>\$ 31.73</u>
16	Administrative Secretary	<u>\$ 20.50</u>	<u>\$ 28.70</u>
17	Fleet Analyst	<u>\$ 20.50</u>	<u>\$ 28.70</u>
18	Human Resources Assistant	<u>\$ 20.50</u>	<u>\$ 28.70</u>
19	Payroll Technician	<u>\$ 20.50</u>	<u>\$ 28.70</u>
20	Warranty Coordinator	<u>\$ 20.50</u>	<u>\$ 28.70</u>
21	Human Resources Clerk	<u>\$ 17.25</u>	<u>\$ 24.15</u>

Pricing includes everything necessary to perform the requirements of the contract.

ATTACHMENT C - PRICING
HRS16-28A
UNION-REPRESENTED POSITIONS

Billable rates include direct costs, indirect costs, and profits. Hourly wage rates are the prevailing wage rates per the current MOU between Omnitrans and the Teamster Union through June 30, 2016. Percentage over wages for future billable rates.								
Position	Hourly Wage	Billable Rate	Percentage over Hourly Wage					
		Base Year 1	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2	
Represented - Teamsters			%	%	%	%	%	
Accounting Clerk	\$14.46	\$ 20.10	39	39	40	40	40	
Admin Clerk	\$14.46	\$ 20.10	39	39	40	40	40	
Building Maintenance Mechanic	\$19.93	\$ 29.10	46	46	47	47	47	
Body/Paint Worker	\$19.93	\$ 29.10	46	46	47	47	47	
Body/Paint Helper	\$16.14	\$ 23.56	46	46	47	47	47	
Clerical Helper	\$11.24	\$ 15.62	39	39	40	40	40	
Custodian	\$12.38	\$ 18.07	46	46	47	47	47	
Customer Service Representative I/II	\$13.63	\$ 18.95	39	39	40	40	40	
Dept. Secretary	\$15.32	\$ 21.29	39	39	40	40	40	
Equipment Mechanic	\$19.93	\$ 29.10	46	46	47	47	47	
Information Clerk	\$13.63	\$ 18.95	39	39	40	40	40	
Maintenance Clerk	\$13.63	\$ 18.95	39	39	40	40	40	
Maintenance Worker	\$13.63	\$ 19.90	46	46	47	47	47	
Marketing Clerk	\$14.46	\$ 20.10	39	39	40	40	40	
Mechanic Helper	\$16.17	\$ 23.61	46	46	47	47	47	
Marketing Delivery Clerk	\$11.24	\$ 16.41	46	46	47	47	47	
Paratransit Eligibility Technician	\$14.46	\$ 21.11	46	46	47	47	47	
Parts Clerk	\$14.46	\$ 21.11	46	46	47	47	47	
Planning Technician	\$14.46	\$ 21.11	46	46	47	47	47	
Receptionist	\$13.63	\$ 18.95	39	39	40	40	40	
Tire Repair Worker	\$14.46	\$ 21.11	46	46	47	47	47	
Utility Service Worker	\$12.67	\$ 18.50	46	46	47	47	47	

ATTACHMENT D – MINIMUM INSURANCE REQUIREMENTS

RFP-HRS16-28A TEMPORARY EMPLOYMENT 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.



CONTRACT AGREEMENT

between

Howroyd Wright Employment Agency, Inc.
dba: AppleOne Employment Services
327 W. Broadway
Glendale, CA 91204

(hereinafter "CONTRACTOR")
Telephone: (909) 884-6351
Email: arobinson@appleone.com

And

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

CONTRACT DOCUMENTS

CONTRACT NO. HRS16-28B
Temporary Employment Services

Contract Amount: \$15,000

Omnitrans Project Manager:

Name: Denise Gibson
Title: HR Specialist
Telephone: 909-379-7262
Email: denise.gibson@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 – REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING

ATTACHMENT D – MINIMUM INSURANCE REQUIREMENTS

This Agreement is made and entered into as of this _____ day of _____, 2015 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Howroyd Wright Enterprises, Inc. dba: AppleOne Employment Services (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 January 3, 2019, 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 January 4,

2019 through January 3, 2021, which period encompasses the Initial Term and two 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 C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000), 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.

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: Christine Van Matre
Contract Administrator
Email:
christine.vanmatre@omnitran.org

To CONTRACTOR:

AppleOne Employment Services
16371 Beach Blvd., Suite 240
Huntington Beach, CA 92647
Attn: Linda Madigan, Vice President
Email:
govtimplementation@appleone.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: Denise Gibson, HR 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>
Angie Robinson	Project Manager / Primary Contact
Maricela Caro	Asst. Project Manager / Secondary
Linda Madigan	Contractual Point of Contact
Branch Office:	165 W. Hospitality Lane, Suite 14 San Bernardino, CA 92408

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 26, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- E. 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 8, Termination for Convenience.
- F. 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	
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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 minimum insurance coverage as stated in Attachment D, Minimum Insurance Requirements, 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. **Employer's Liability:** \$1,000,000; per occurrence.
- E. **Professional Liability:** \$1,000,000 per occurrence and 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 to the extent caused by any alleged negligent act and/or omission or willful misconduct 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 FIRM 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. FIRM further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. FIRM 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, (2) Attachment A, Scope of Work, (3) Attachment B, Regulatory Regulations, (4) Attachment C, Pricing, (5) Attachment D, Minimum Insurance Requirements, (6) provisions of RFP-HRS16-28 and (7) CONTRACTOR's proposal dated September 30, 2015 and Best and Final Offer dated November 6, 2015.

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

HOWROYD WRIGHT ENT. INC.
dba: APPLEONE TEMP. SERVICES

P. Scott Graham
CEO/General Manager

Linda Lindsey
Vice President of Finance

DATE

DATE

Federal Tax I.D. No. 95-2580864

DP AS

CM _____

ATTACHMENT C - PRICING HRS16-28B

Base Year 1

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	\$ 24.51	\$ 35.54
2	Field Supervisor	\$ 24.51	\$ 35.54
3	Fleet Safety & Training Instructor	\$ 24.51	\$ 35.54
4	Human Resources Analyst	\$ 24.51	\$ 35.54
5	Human Resources Specialist	\$ 24.51	\$ 35.54
6	Network Technician	\$ 24.51	\$ 35.54
7	Scheduling Analyst	\$ 24.51	\$ 35.54
8	Operations Services Supervisor	\$ 24.51	\$ 35.54
9	Sales Supervisor	\$ 24.51	\$ 35.54
10	Stops and Stations Supervisor	\$ 24.51	\$ 35.54
11	Contract Review Analyst	\$ 22.81	\$ 33.08
12	Department Senior Secretary	\$ 22.81	\$ 29.28
13	Dispatcher	\$ 22.81	\$ 33.08
14	Marketing Specialist	\$ 22.81	\$ 33.08
15	Planner 1	\$ 22.81	\$ 33.08
16	Administrative Secretary	\$ 19.52	\$ 28.31
17	Fleet Analyst	\$ 19.52	\$ 28.31
18	Human Resources Assistant	\$ 19.52	\$ 28.31
19	Payroll Technician	\$ 19.52	\$ 28.31
20	Warranty Coordinator	\$ 19.51	\$ 28.31
21	Human Resources Clerk	\$ 16.39	\$ 23.77

Base Year 2

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	\$ 24.51	\$ 35.54
2	Field Supervisor	\$ 24.51	\$ 35.54
3	Fleet Safety & Training Instructor	\$ 24.51	\$ 35.54
4	Human Resources Analyst	\$ 24.51	\$ 35.54
5	Human Resources Specialist	\$ 24.51	\$ 35.54
6	Network Technician	\$ 24.51	\$ 35.54
7	Scheduling Analyst	\$ 24.51	\$ 35.54
8	Operations Services Supervisor	\$ 24.51	\$ 35.54
9	Sales Supervisor	\$ 24.51	\$ 35.54
10	Stops and Stations Supervisor	\$ 24.51	\$ 35.54
11	Contract Review Analyst	\$ 22.81	\$ 33.08
12	Department Senior Secretary	\$ 22.81	\$ 29.28
13	Dispatcher	\$ 22.81	\$ 33.08
14	Marketing Specialist	\$ 22.81	\$ 33.08

ATTACHMENT C - PRICING HRS16-28B

15	Planner 1	\$ 22.81	\$ 33.08
16	Administrative Secretary	\$ 19.52	\$ 28.31
17	Fleet Analyst	\$ 19.52	\$ 28.31
18	Human Resources Assistant	\$ 19.52	\$ 28.31
19	Payroll Technician	\$ 19.52	\$ 28.31
20	Warranty Coordinator	\$ 19.51	\$ 28.31
21	Human Resources Clerk	\$ 16.39	\$ 23.77

Base Year 3

Item	Position Description	Hourly Wage	Billable Rate
Non-Represented			
1	Accountant	\$ 24.51	\$ 35.54
2	Field Supervisor	\$ 24.51	\$ 35.54
3	Fleet Safety & Training Instructor	\$ 24.51	\$ 35.54
4	Human Resources Analyst	\$ 24.51	\$ 35.54
5	Human Resources Specialist	\$ 24.51	\$ 35.54
6	Network Technician	\$ 24.51	\$ 35.54
7	Scheduling Analyst	\$ 24.51	\$ 35.54
8	Operations Services Supervisor	\$ 24.51	\$ 35.54
9	Sales Supervisor	\$ 24.51	\$ 35.54
10	Stops and Stations Supervisor	\$ 24.51	\$ 35.54
11	Contract Review Analyst	\$ 22.81	\$ 33.08
12	Department Senior Secretary	\$ 22.81	\$ 29.28
13	Dispatcher	\$ 22.81	\$ 33.08
14	Marketing Specialist	\$ 22.81	\$ 33.08
15	Planner 1	\$ 22.81	\$ 33.08
16	Administrative Secretary	\$ 19.52	\$ 28.31
17	Fleet Analyst	\$ 19.52	\$ 28.31
18	Human Resources Assistant	\$ 19.52	\$ 28.31
19	Payroll Technician	\$ 19.52	\$ 28.31
20	Warranty Coordinator	\$ 19.51	\$ 28.31
21	Human Resources Clerk	\$ 16.39	\$ 23.77

ATTACHMENT C - PRICING HRS16-28B

Option Year 1

Item	Position Description	Hourly Wage	Billable Rate
Non-Represented			
1	Accountant	\$ 24.51	\$ 35.54
2	Field Supervisor	\$ 24.51	\$ 35.54
3	Fleet Safety & Training Instructor	\$ 24.51	\$ 35.54
4	Human Resources Analyst	\$ 24.51	\$ 35.54
5	Human Resources Specialist	\$ 24.51	\$ 35.54
6	Network Technician	\$ 24.51	\$ 35.54
7	Scheduling Analyst	\$ 24.51	\$ 35.54
8	Operations Services Supervisor	\$ 24.51	\$ 35.54
9	Sales Supervisor	\$ 24.51	\$ 35.54
10	Stops and Stations Supervisor	\$ 24.51	\$ 35.54
11	Contract Review Analyst	\$ 22.81	\$ 33.08
12	Department Senior Secretary	\$ 22.81	\$ 29.28
13	Dispatcher	\$ 22.81	\$ 33.08
14	Marketing Specialist	\$ 22.81	\$ 33.08
15	Planner 1	\$ 22.81	\$ 33.08
16	Administrative Secretary	\$ 19.52	\$ 28.31
17	Fleet Analyst	\$ 19.52	\$ 28.31
18	Human Resources Assistant	\$ 19.52	\$ 28.31
19	Payroll Technician	\$ 19.52	\$ 28.31
20	Warranty Coordinator	\$ 19.51	\$ 28.31
21	Human Resources Clerk	\$ 16.39	\$ 23.77

Option Year 2

Item	Position Description	Hourly Wage	Billable Rate
Non-Represented			
1	Accountant	\$ 24.51	\$ 35.54
2	Field Supervisor	\$ 24.51	\$ 35.54
3	Fleet Safety & Training Instructor	\$ 24.51	\$ 35.54
4	Human Resources Analyst	\$ 24.51	\$ 35.54
5	Human Resources Specialist	\$ 24.51	\$ 35.54
6	Network Technician	\$ 24.51	\$ 35.54
7	Scheduling Analyst	\$ 24.51	\$ 35.54
8	Operations Services Supervisor	\$ 24.51	\$ 35.54
9	Sales Supervisor	\$ 24.51	\$ 35.54
10	Stops and Stations Supervisor	\$ 24.51	\$ 35.54
11	Contract Review Analyst	\$ 22.81	\$ 33.08
12	Department Senior Secretary	\$ 22.81	\$ 29.28
13	Dispatcher	\$ 22.81	\$ 33.08

ATTACHMENT C - PRICING HRS16-28B

14	Marketing Specialist	<u>\$ 22.81</u>	<u>\$ 33.08</u>
15	Planner 1	<u>\$ 22.81</u>	<u>\$ 33.08</u>
16	Administrative Secretary	<u>\$ 19.52</u>	<u>\$ 28.31</u>
17	Fleet Analyst	<u>\$ 19.52</u>	<u>\$ 28.31</u>
18	Human Resources Assistant	<u>\$ 19.52</u>	<u>\$ 28.31</u>
19	Payroll Technician	<u>\$ 19.52</u>	<u>\$ 28.31</u>
20	Warranty Coordinator	<u>\$ 19.51</u>	<u>\$ 28.31</u>
21	Human Resources Clerk	<u>\$ 16.39</u>	<u>\$ 23.77</u>

Pricing includes everything necessary to perform the requirements of the contract.



CONTRACT AGREEMENT

between

CONTRACTOR
Lloyd Staffing
18021 Norwalk Blvd., Suite 205
Artesia, CA 90701

(hereinafter "CONTRACTOR")
Telephone: 562-862-2555
Mobile: 562-519-0780
Email: hdunham@lloydstaffing.com

And

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

CONTRACT DOCUMENTS

CONTRACT NO. HRS16-28C
Temporary Employment Services

Contract Amount: \$15,000

Omnitrans Project Manager:
Name: Denise Gibson
Title: HR Specialist
Telephone: 909-379-7262
Email: denise.gibson@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 – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING

ATTACHMENT D – MINIMUM INSURANCE REQUIREMENTS

This Agreement is made and entered into as of this _____ day of _____, 2015 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Lloyd Staffing (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 January 3, 2019, 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 January 4,

2019 through January 3, 2021, which period encompasses the Initial Term and two 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 C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000), 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 to the following billing address:

445 Broadhollow Road, Suite 119
Melville, NY 11747

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.

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: Christine Van Matre
Contract Administrator

To CONTRACTOR:

Lloyd Staffing
18021 Norwalk Blvd., Suite 205
Artesia, CA 90701
Attn: Lourdes Santana, 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: Denise Gibson, HR 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>
Hazel Dunham	Project Manager
Christie Rader	Recruitment Manager
Chastity Shafer	Staffing Mgr. / Compliance Specialist

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 26, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- E. 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 8, Termination for Convenience.

- F. 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	
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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 minimum insurance coverage as stated in Attachment D, Minimum Insurance Requirements, 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. **Employer's Liability:** \$1,000,000; per occurrence.
- E. **Professional Liability:** \$1,000,000 per occurrence and 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 to the extent caused by any alleged negligent act and/or omission or willful misconduct 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 FIRM 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. FIRM further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. FIRM 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, (2) Attachment A, Scope of Work, (3) Attachment B, Regulatory Regulations, (4) Attachment C, Pricing, (5) Attachment D, Minimum Insurance Requirements, (6) provisions of RFP-HRS16-28 and (7) CONTRACTOR's proposal dated September 29, 2015 and Best & Final Offer dated November 7, 2015.

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

LLOYD STAFFING

P. Scott Graham
CEO/General Manager

Lourdes Santana
President

DATE

DATE

Federal Tax I.D. No. 11-2579488

DP DS

CM _____

ATTACHMENT C - PRICING HRS16-28C

Base Year 1

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	\$ 24.51	\$ 32.11
2	Field Supervisor	\$ 24.51	\$ 32.11
3	Fleet Safety & Training Instructor	\$ 24.51	\$ 32.11
4	Human Resources Analyst	\$ 24.51	\$ 32.11
5	Human Resources Specialist	\$ 24.51	\$ 32.11
6	Network Technician	\$ 24.51	\$ 32.11
7	Scheduling Analyst	\$ 24.51	\$ 32.11
8	Operations Services Supervisor	\$ 24.51	\$ 32.11
9	Sales Supervisor	\$ 24.51	\$ 32.11
10	Stops and Stations Supervisor	\$ 24.51	\$ 32.11
11	Contract Review Analyst	\$ 22.81	\$ 29.88
12	Department Senior Secretary	\$ 22.81	\$ 26.20
13	Dispatcher	\$ 22.81	\$ 29.88
14	Marketing Specialist	\$ 22.81	\$ 29.88
15	Planner 1	\$ 22.81	\$ 29.88
16	Administrative Secretary	\$ 19.52	\$ 25.57
17	Fleet Analyst	\$ 19.52	\$ 25.57
18	Human Resources Assistant	\$ 19.52	\$ 25.57
19	Payroll Technician	\$ 19.52	\$ 25.57
20	Warranty Coordinator	\$ 19.51	\$ 25.57
21	Human Resources Clerk	\$ 16.39	\$ 21.47

Base Year 2

Item	Position Description	Hourly Wage	Billable Rate
	Non-Represented		
1	Accountant	\$ 24.51	\$ 32.11
2	Field Supervisor	\$ 24.51	\$ 32.11
3	Fleet Safety & Training Instructor	\$ 24.51	\$ 32.11
4	Human Resources Analyst	\$ 24.51	\$ 32.11
5	Human Resources Specialist	\$ 24.51	\$ 32.11
6	Network Technician	\$ 24.51	\$ 32.11
7	Scheduling Analyst	\$ 24.51	\$ 32.11
8	Operations Services Supervisor	\$ 24.51	\$ 32.11
9	Sales Supervisor	\$ 24.51	\$ 32.11
10	Stops and Stations Supervisor	\$ 24.51	\$ 32.11
11	Contract Review Analyst	\$ 22.81	\$ 29.88
12	Department Senior Secretary	\$ 22.81	\$ 26.20
13	Dispatcher	\$ 22.81	\$ 29.88
14	Marketing Specialist	\$ 22.81	\$ 29.88

ATTACHMENT C - PRICING HRS16-28C

15	Planner 1	\$ 22.81	\$ 29.88
16	Administrative Secretary	\$ 19.52	\$ 25.57
17	Fleet Analyst	\$ 19.52	\$ 25.57
18	Human Resources Assistant	\$ 19.52	\$ 25.57
19	Payroll Technician	\$ 19.52	\$ 25.57
20	Warranty Coordinator	\$ 19.51	\$ 25.57
21	Human Resources Clerk	\$ 16.39	\$ 21.47

Base Year 3

Item	Position Description	Hourly Wage	Billable Rate
Non-Represented			
1	Accountant	\$ 24.51	\$ 32.11
2	Field Supervisor	\$ 24.51	\$ 32.11
3	Fleet Safety & Training Instructor	\$ 24.51	\$ 32.11
4	Human Resources Analyst	\$ 24.51	\$ 32.11
5	Human Resources Specialist	\$ 24.51	\$ 32.11
6	Network Technician	\$ 24.51	\$ 32.11
7	Scheduling Analyst	\$ 24.51	\$ 32.11
8	Operations Services Supervisor	\$ 24.51	\$ 32.11
9	Sales Supervisor	\$ 24.51	\$ 32.11
10	Stops and Stations Supervisor	\$ 24.51	\$ 32.11
11	Contract Review Analyst	\$ 22.81	\$ 29.88
12	Department Senior Secretary	\$ 22.81	\$ 26.20
13	Dispatcher	\$ 22.81	\$ 29.88
14	Marketing Specialist	\$ 22.81	\$ 29.88
15	Planner 1	\$ 22.81	\$ 29.88
16	Administrative Secretary	\$ 19.52	\$ 25.57
17	Fleet Analyst	\$ 19.52	\$ 25.57
18	Human Resources Assistant	\$ 19.52	\$ 25.57
19	Payroll Technician	\$ 19.52	\$ 25.57
20	Warranty Coordinator	\$ 19.51	\$ 25.57
21	Human Resources Clerk	\$ 16.39	\$ 21.47

ATTACHMENT C - PRICING HRS16-28C

Option Year 1

Item	Position Description	Hourly Wage	Billable Rate
Non-Represented			
1	Accountant	\$ 24.51	\$ 32.60
2	Field Supervisor	\$ 24.51	\$ 32.60
3	Fleet Safety & Training Instructor	\$ 24.51	\$ 32.60
4	Human Resources Analyst	\$ 24.51	\$ 32.60
5	Human Resources Specialist	\$ 24.51	\$ 32.60
6	Network Technician	\$ 24.51	\$ 32.60
7	Scheduling Analyst	\$ 24.51	\$ 32.60
8	Operations Services Supervisor	\$ 24.51	\$ 32.60
9	Sales Supervisor	\$ 24.51	\$ 32.60
10	Stops and Stations Supervisor	\$ 24.51	\$ 32.60
11	Contract Review Analyst	\$ 22.81	\$ 30.34
12	Department Senior Secretary	\$ 22.81	\$ 26.60
13	Dispatcher	\$ 22.81	\$ 30.34
14	Marketing Specialist	\$ 22.81	\$ 30.34
15	Planner 1	\$ 22.81	\$ 30.34
16	Administrative Secretary	\$ 19.52	\$ 25.96
17	Fleet Analyst	\$ 19.52	\$ 25.96
18	Human Resources Assistant	\$ 19.52	\$ 25.96
19	Payroll Technician	\$ 19.52	\$ 25.96
20	Warranty Coordinator	\$ 19.51	\$ 25.96
21	Human Resources Clerk	\$ 16.39	\$ 21.80

Option Year 2

Item	Position Description	Hourly Wage	Billable Rate
Non-Represented			
1	Accountant	\$ 24.51	\$ 32.60
2	Field Supervisor	\$ 24.51	\$ 32.60
3	Fleet Safety & Training Instructor	\$ 24.51	\$ 32.60
4	Human Resources Analyst	\$ 24.51	\$ 32.60
5	Human Resources Specialist	\$ 24.51	\$ 32.60
6	Network Technician	\$ 24.51	\$ 32.60
7	Scheduling Analyst	\$ 24.51	\$ 32.60
8	Operations Services Supervisor	\$ 24.51	\$ 32.60
9	Sales Supervisor	\$ 24.51	\$ 32.60
10	Stops and Stations Supervisor	\$ 24.51	\$ 32.60
11	Contract Review Analyst	\$ 22.81	\$ 30.34
12	Department Senior Secretary	\$ 22.81	\$ 26.60
13	Dispatcher	\$ 22.81	\$ 30.34

ATTACHMENT C - PRICING HRS16-28C

14	Marketing Specialist	<u>\$ 22.81</u>	<u>\$ 30.34</u>
15	Planner 1	<u>\$ 22.81</u>	<u>\$ 30.34</u>
16	Administrative Secretary	<u>\$ 19.52</u>	<u>\$ 25.96</u>
17	Fleet Analyst	<u>\$ 19.52</u>	<u>\$ 25.96</u>
18	Human Resources Assistant	<u>\$ 19.52</u>	<u>\$ 25.96</u>
19	Payroll Technician	<u>\$ 19.52</u>	<u>\$ 25.96</u>
20	Warranty Coordinator	<u>\$ 19.51</u>	<u>\$ 25.96</u>
21	Human Resources Clerk	<u>\$ 16.39</u>	<u>\$ 21.80</u>

Pricing includes everything necessary to perform the requirements of the contract.

ATTACHMENT C - PRICING

HRS16-28C

UNION-REPRESENTED POSITIONS								
Billable rates include direct costs, indirect costs, and profits. Hourly wage rates are the prevailing wage rates per the current MOU between Omnitrans and the Teamster Union through June 30, 2016. Percentage over wages for future billable rates.								
Position	Hourly Wage	Billable Rate	Percentage over Hourly Wage					
		Base Year 1	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2	
Represented - Teamsters			%	%	%	%	%	
Accounting Clerk	\$14.46	\$ 18.94	31	31	31	33	33	
Admin Clerk	\$14.46	\$ 18.94	31	31	31	33	33	
Building Maintenance Mechanic	\$19.93	N/A	N/A	N/A	N/A	N/A	N/A	
Body/Paint Worker	\$19.93	N/A	N/A	N/A	N/A	N/A	N/A	
Body/Paint Helper	\$16.14	N/A	N/A	N/A	N/A	N/A	N/A	
Clerical Helper	\$11.24	\$ 17.72	31	31	31	33	33	
Custodian	\$12.38	N/A	N/A	N/A	N/A	N/A	N/A	
Customer Service Representative I/II	\$13.63	\$ 17.86	N/A	N/A	N/A	N/A	N/A	
Dept. Secretary	\$15.32	\$ 20.07	31	31	31	33	33	
Equipment Mechanic	\$19.93	N/A	N/A	N/A	N/A	N/A	N/A	
Information Clerk	\$13.63	\$ 17.86	31	31	31	33	33	
Maintenance Clerk	\$13.63	\$ 27.86	31	31	31	33	33	
Maintenance Worker	\$13.63	N/A	N/A	N/A	N/A	N/A	N/A	
Marketing Clerk	\$14.46	\$ 18.94	31	31	31	33	33	
Mechanic Helper	\$16.17	N/A	N/A	N/A	N/A	N/A	N/A	
Marketing Delivery Clerk	\$11.24	\$ 14.72	31	31	31	33	33	
Paratransit Eligibility Technician	\$14.46	\$ 18.94	31	31	31	33	33	
Parts Clerk	\$14.46	N/A	N/A	N/A	N/A	N/A	N/A	
Planning Technician	\$14.46	\$ 18.94	31	31	31	33	33	
Receptionist	\$13.63	\$ 17.86	31	31	31	33	33	
Tire Repair Worker	\$14.46	N/A	N/A	N/A	N/A	N/A	N/A	
Utility Service Worker	\$12.67	N/A	N/A	N/A	N/A	N/A	N/A	

ITEM # _____ F4

DATE: December 2, 2015

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

FROM: P. Scott Graham, CEO/General Manager

**SUBJECT: ADOPT RESOLUTION NO. 285-15 ACCEPTING DESIGNATION AS
CONSOLIDATED TRANSPORTATION SERVICES AGENCY FOR THE
VALLEY MEASURE I SUBAREA**

FORM MOTION

Adopt Resolution No. 285-15 accepting designation as a Consolidated Transportation Services Agency for the Valley Measure I Subarea for a Five Year Term.

BACKGROUND

In August 2014, SANBAG's Commuter Rail and Transit Committee (CRTC) requested that an item be brought forward to discuss the potential consolidation of Valley Transportation Services (VTrans) with Omnitrans. In October 2014, the Committee received a presentation on the creation and designation of VTrans as the Consolidated Transportation Services Agency (CTSA) that included review of the applicable code allowing SANBAG to designate an entity as a CTSA, as well as a brief history of actions taken by SANBAG in the creation of the CTSA for the San Bernardino Valley.

In early 2015, both SANBAG's CRTC and its Board of Directors reviewed information for operational and coordination efficiencies between VTrans and Omnitrans. Ultimately, in February 2015, the SANBAG Board of Directors recommended that the potential consolidation of VTrans and Omnitrans be analyzed, and in June 2015, SANBAG's Board of Directors requested Omnitrans submit a financial analysis and transition plan for designation as a CTSA in the San Bernardino Valley by September 1, 2015.

At its July 1, 2015, meeting, the Omnitrans Board of Directors authorized the CEO/General Manager to prepare the transition plan and financial analysis as requested by SANBAG. The Proposed Transition Plan and Financial Analysis was approved to submit to SANBAG by the Omnitrans Board of Directors on September 2, 2015.

On November 4, 2015, the SANBAG Board of Directors received the Proposed Transition Plan and Financial Analysis, including additional information/clarification to the Proposed Plan as requested by SANBAG, and approved a resolution designating Omnitrans as a Consolidated Transportation Services Agency for the Valley Measure I Subarea for a period of five years. If

during this five-year period, Omnitrans can demonstrate improved coordination of all social services transportation services in the subarea, Omnitrans may request SANBAG to extend the CTSA designation.

It should be noted that this action does not remove the CTSA designation from VTrans as multiple CTSA designations in the same serve area are allowed. Further, as the current funding agreement with VTrans is effective until June 2018, designating Omnitrans as a CTSA immediately allows for the expansion of a full transition plan to be developed prior to the expiration of the current funding agreement with VTrans.

CONCLUSION

It is recommended that the Omnitrans Board of Directors adopt Resolution No. 285-15 hereby accepting the designation as a Consolidated Transportation Services Agency for the Valley Measure I Subarea for a five year term as approved by the SANBAG Board of Directors on November 4, 2015.

PSG

RESOLUTION NO. 285-15

RESOLUTION OF THE OMNITRANS BOARD OF DIRECTORS, SAN BERNARDINO COUNTY, CALIFORNIA, ACCEPTING DESIGNATION AS A CONSOLIDATED TRANSPORTATION SERVICES AGENCY FOR THE VALLEY MEASURE I SUB AREA FOR A FIVE YEAR TERM

WHEREAS, Section 6680 of Title 21 of the California Code of Regulations provides that Consolidated Transportation Services Agencies are to be designated by the county transportation commissions within the area of the Southern California Association of Governments; and

WHEREAS, pursuant to Government Code Section 15975, the San Bernardino County Transportation Commission ("SANBAG") may designate more than a single agency as a CTSA if improved coordination of all transportation services required by social service recipients is demonstrated within the geographic area; and

WHEREAS, Omnitrans, as transportation operator and joint powers authority, is an existing entity that is eligible to be designated as a CTSA and has demonstrated the desire and the potential to successfully perform as a CTSA in the Valley Measure I Subarea; and

WHEREAS, in order to assure that social service transportation services are improved by this CTSA designation and to allow Omnitrans adequate time to commence operations as a CTSA and perform CTSA functions, the SANBAG Board of Directors approved Resolution No. 16-005 designating Omnitrans as Consolidated Transportation Services Agency for the Valley Measure I Subarea for a five year term;

WHEREAS, if Omnitrans demonstrates improved coordination of all social services transportation services in the subarea, Omnitrans may request that SANBAG extend its CTSA designation for such period of time as the Board determines to be in the best interests of the social services transportation services users.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors for Omnitrans hereby declare that:

Section 1. Omnitrans accepts the designation as a CTSA for a five year term for the Valley Measure I Subarea.

Section 2: Omnitrans accepts an annual review by SANBAG of CTSA activities and performance.

Section 3. Omnitrans may request that SANBAG extend its CTSA designation for such period of time as the Board determines to be in the best interest of the social services transportation services users.

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Omnitrans Board of Directors, at their regular meeting held on the 2nd day of December, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Sam Spagnolo, Chair
Omnitrans Board of Directors

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

Approved as to form:

Carol Greene
Legal Counsel for Omnitrans