



BOARD OF DIRECTORS MEETING
WEDNESDAY, FEBRUARY 4, 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

- A. Next Board Meeting: Wednesday, March 4, 2015
Omnitrans Metro Facility Board Room
- B. Presentations: Employee of the Quarter and Employee of the Year
- C. Upcoming Vice Chair Nominations

C. COMMUNICATIONS FROM THE PUBLIC

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

D. POSSIBLE CONFLICT OF INTEREST ISSUES

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

E. CONSENT CALENDAR

The following items are expected to be routine and non-controversial. The Board will act upon them at one time without discussion, unless the Board directs that an item be held for further discussion under Agenda Item F, Discussion Items. Any person wishing to address consent items should address the Board under Agenda Item #E14, Action on Consent Calendar.

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| 2. Receive and File Executive Committee Minutes – December 5, 2014 | 10 |
| 3. Receive and File Administrative & Finance Committee Minutes – November 13, 2014 | 13 |
| 4. Receive and File Agency Management Report – FY2015 2 nd Quarter Report | 17 |



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4. Receive and File Agency Management Report – FY2015 2 nd Quarter Report	17
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7. Receive and File sbX E Street Corridor BRT Project Quarterly Report, December 2014	39
8. Receive and File Director of Finance Quarterly Report, Forward Fuel Purchases through December 2014	41
9. Receive and File Key Performance Indicators – Fiscal Year 2015, 2 nd Quarter Report	44
10. Authorize Award, Contract MNT15-06, Decals	47
11. Authorize Release, Request for Proposals RFP-OPS15-103, 40-Foot Compressed Natural Gas (CNG) Buses	110
12. Authorize Release, Request for Proposals RFP/OPS15-02, Purchased Transportation Services	112
13. Press Articles and Letters of Interest to the Board	114
14. 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	147
2. Adopt CEO/General Manager Evaluation Process, Appoint Board Chair as Chief Negotiator to Negotiate Recommended Amendments to Employment Agreement and Set CEO/General Manager Evaluation for March 4, 2015	148
3. Authorize Contract Amendment 3, Contract ITS15-50, SAP Enterprise Resource Planning System Upgrade	154
4. Authorize Award, Contract MNT15-99, Janitorial Services	159

G. PUBLIC HEARING

1. Call for Public Hearings, Development of Fiscal Year 2016 Service Element	207
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H. BOARD BUSINESS

1. Conference with Legal Counsel pursuant to Government Code Section 54956.95(a) regarding Sylvia Neal, Case No. ADJ8369889	
2. Conference with Legal Counsel pursuant to Government Code Section 54956.95(a) regarding Alice Browning, Case No's. ADJ6988923 and ADJ6988929	

I. REMARKS AND ANNOUNCEMENTS

J. ADJOURNMENT

ITEM # D1

DATE: February 4, 2015

TO: Board Chair Alan Wapner 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 February 4, 2015.

Item	Contract	Principals & Agents	Subcontractors
E10	Authorize Award Contract MNT15-06 Decals	<i>Kreate Ink, Incorporated Pacoima, CA Tirrell Lazada-Smith, President</i>	<i>None</i>
F3	Authorize Contract Amendment 3 Contract ITS15-50 SAP Enterprise Resource Planning System Upgrade	<i>TMR Management Group, Inc. Harrisburg, PA Manoj Gupta, CEO</i>	<i>None</i>
F4	Authorize Award Contract MNT15-99 Janitorial Services	<i>Commercial Cleaning Systems Costa Mesa, CA Dana Holladay, Senior VP</i>	<i>West Coast Property Maintenance, Inc. Huntington Beach, CA</i>

PSG/JMS

CONFLICT OF INTEREST FORM

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

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

BOARD MEMBER INFORMATION

BOARD MEMBER NAME	CITY/COUNTY NAME	MEETING DATE

CAMPAIGN CONTRIBUTIONS

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

FINANCIAL INTEREST

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

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

SIGNATURE

Board Member Signature	Date
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ITEM # E1

**BOARD OF DIRECTORS' MEETING
MINUTES OF JANUARY 14, 2015**

A. CALL TO ORDER

Chairman Alan Wapner called the regular meeting of the Omnitrans Board of Directors to order at 8:02 a.m., Wednesday, January 14, 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 Alan Wapner, City of Ontario – Chairman
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga
Council Member Ron Dailey, City of Loma Linda
Mayor Carey Davis, City of San Bernardino
Mayor Paul Eaton, City of Montclair
Council Member Pat Gilbreath, City of Redlands
Supervisor Josie Gonzales, County of San Bernardino
Council Member Ed Graham, City of Chino Hills
Supervisor Curt Hagman, County of San Bernardino
Council Member Penny Lilburn, City of Highland
Supervisor Robert Lovingood, County of San Bernardino
Mayor Ray Musser, City of Upland
Mayor Frank Navarro, City of Colton
Supervisor James Ramos, County of San Bernardino
Council Member Dick Riddell, City of Yucaipa
Mayor Pro Tem John Roberts, City of Fontana
Mayor Pro Tem Sylvia Robles, City of Grand Terrace
Supervisor Janice Rutherford, County of San Bernardino
Mayor Dennis Yates, City of Chino

BOARD MEMBERS NOT PRESENT

Mayor Pro Tem Ed Palmer, City of Rialto

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
Sam Gibbs, Director of Internal Audits
Jacob Harms, Director of Information Technology
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Christine Van Matre, Contracts Administrator
Jeremiah Bryant, Service Planning Manager
Ray Maldonado, Employee Relations Manager
Maurice Mansion, Treasury Manager
Eugenia Pinheiro, Contracts Manager
Oscar Tostado, East Valley Maintenance Manager
Mark Crosby, Loss Prevention Supervisor
Ross Hrinko, Safety & Regulatory Compliance Specialist
Vicki Dennett, Executive Assistant to CEO/General Manager

LEGAL COUNSEL

Carol Greene

B. ANNOUNCEMENTS/PRESENTATIONS

Next Board Meeting: Wednesday, February 4, 2015, 8:00 a.m.
Omnitrans Metro Facility Board Room

Chairman Wapner introduced and welcomed new Board Members.

C. COMMUNICATIONS FROM THE PUBLIC

Fran Givens, an advocate for senior and disabled persons, said that on November 20, Route 19, Bus 176 there was a senior who entered the bus and was assisted by the driver in locking her scooter into place, but did not do so securely. The passenger tipped over onto a gentleman with a broken leg. She was not injured, but the gentleman was, and asked the driver to ensure scooters are secure.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflict of Interest issues identified. Mayor Musser introduced Glenn Bozar who will substitute for him next month.

E. CONSENT CALENDAR

1. Approve Board Minutes – December 3, 2014

2. Receive and File Executive Committee Minutes – November 7, 2014
3. Authorize Award, Contract ITS15-59 – IT Management Software
4. Authorize Award, Purchase Order ITS15-66R – Computer Equipment
5. Adopt Resolution No. 277-15, Authorizing Destruction of Records
6. Press Articles and Letters of Interest to the Board

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

Board Member Ron Dailey arrived at 8:05 a.m., and Board Member Sylvia Robles arrived at 8:07 a.m.

F. DISCUSSION ITEMS

1. CEO/General Manager's Report

CEO/General Manager Scott Graham reviewed the CEO/General Manager's Report. During November ridership was lower than the prior year. Scott Graham explained that in the beginning, optimism for the sbX was high, so projected numbers were high. The Veteran's Fare Kickoff Event was January 5, 2015 in Loma Linda, and was very successful. Omnitrans, along with the City of San Bernardino and SANBAG, are working together to turn over the sbX easements to the City in order to close out the project. The SB Transit Center change orders are underway and completion is anticipated for June. Omnitrans should begin operations by September 2015. Scott discussed the delineators along the E Street Corridor and how they have helped mitigate the number of accidents that have been occurring.

Board Member James Ramos arrived at 8:12 a.m.

2. Adopt Investment Policy Statement for 2015

M/S (Eaton/Musser) that adopted Omnitrans' current Investment Policy Statement to carry forward for period covering January 1, 2015 through December 31, 2015. Motion was unanimous by Members present.

3. Authorize Award, Contract MNT14-85R1 – Parts Washers

M/S (Yates/Hagman) that authorized the CEO/General Manager to de-obligate \$12,738.40 of Federal Transit Administration (FTA) funds and \$3,184.60 of State Transit Assistance (STA) funds as shown in the Funding Source section, and re-obligate these funds to the Parts Washers; and that authorized the CEO/General Manager to award Contract MNT14-85R1 to FRS Environmental, Inc. of Corona, CA. Motion was unanimous by Members present.

4. Authorize Award, Contract MNT15-01 – Engine Dynamometer

M/S (Yates/Hagman) that authorized the CEO/General Manager to award Contract MNT15-01 to Hamel Contracting, Inc. of Murrieta, CA, for the provision of Engine Dynamometer in the amount of \$177,307.75, plus a five percent contingency of \$8,865.39 and a 3.27% Cost Allocation Plan (CA) of \$6,087.86, for a total amount of \$27,692.25, for a project total amount not-to-exceed \$219,953.25. Motion was unanimous by Members present.

Board Member Josie Gonzales arrived at 8:17 a.m.

5. Approve Memorandum of Understanding, Coach Operators Unit, Amalgamated Transit Union Local #1704

M/S (Yates/Eaton) that approved the Memorandum of Understanding between Omnitrans and Amalgamated Transit Union Local #1704, for the Coach Operator Unit, effective April 1, 2013 through March 31, 2016. Motion was unanimous by Members present.

6. Approve Sale of Surplus Real Property Located at 12400 Arrow Route in Rancho Cucamonga, California (Mid Valley) (APN # 0229-021-60). M/S (Eaton/Yates) that approved the sale of surplus real property to the highest bidder, Hillwood Investment Properties, and that authorized the CEO/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. Board Members Rutherford, Lovingood, Hagman & Ramos all recused themselves from voting on this item. Motion was unanimous by remaining Members present.

G. PUBLIC HEARING

Public Hearing Federal Transit Administration (FTA) Section 5310 Capital Assistance, Fiscal Year 2014, and Adopt Corresponding Resolution #278-15

M/S (Gonzales/Hagman) that closed the public hearing concerning the Federal Transit Administration (FTA), Section 5310 Capital Assistance for Fiscal Year 2014, held at 8:00 a.m., January 14, 2015, at the Omnitrans Metro Facility, 1700 West Fifth Street, San Bernardino, CA 92411; and that adopted Resolution No. 278-15 certifying that no private non-profit organizations are readily available to carry out service described by Omnitrans' application for Fiscal Year 2014 relating to services under Section 5310 of the Federal Transit Administration Grant Program.

H. BOARD BUSINESS

There is no Closed Session item scheduled.

I. REMARKS AND ANNOUNCEMENTS

Jerry Nunez asked about the on-time performance numbers that were previously reported; Chair Wapner said these would be provided to him.

J. ADJOURNMENT

The Board adjourned at 8:24 a.m. The next regular meeting is scheduled Wednesday, February 4, 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

**EXECUTIVE COMMITTEE MEETING
MINUTES
DECEMBER 5, 2014**

A. CALL TO ORDER

The Executive Committee Meeting was called to order by Chair Alan Wapner at 9:04 a.m., Friday, December 5, 2014.

COMMITTEE MEMBERS ATTENDING

Mayor Pro Tem Alan Wapner, Board Chair

Mayor Pro Tem Sam Spagnolo, Vice Chair

Council Member Ed Graham, City of Chino Hills–Via Teleconference from Chino City Hall

Council Member Penny Lilburn, City of Highland

COMMITTEE MEMBERS NOT ATTENDING

Council Member Dick Riddell, City of Yucaipa

OMNITRANS STAFF ATTENDING

P. Scott Graham, CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

Next Committee Meeting: January 14, 2015, 9:30 a.m.
Omnitrans Metro Facility

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 – November 7, 2014

M/S (Spagnolo/Lilburn) that approved the Executive Committee Minutes of November 7, 2014. Roll call vote was taken. Motion was unanimous by all Members present.

2. Adopt Proposed 2015 Committee Meeting Schedule

M/S (Spagnolo/Graham) that adopted the proposed Executive Committee Meeting Schedule for 2015, set for 9:00 a.m., the first Friday of each month, unless otherwise noted, as follows:

January 14, 2015, 9:30 a.m. (Second Wednesday)
February 6, 2015
March 6, 2015
April 3, 2015
May 1, 2015
June 5, 2015
July 3, 2015 (To be rescheduled; Agency holiday)
August 7, 2015
September 4, 2015
October 2, 2015 (To be rescheduled; conflict with League of CA Cities Annual Meeting)
November 6, 2015
December 4, 2015

Roll call vote was taken. Motion unanimous by members present.

3. Bus Routes and Bus Stop Changes

CEO/General Manager said that this item was requested for discussion by the Executive Committee in response to the public comments raised at the November Board of Directors' Meeting regarding the removal of a route in front of the Arrowhead Vista Apartments.

When the Short Range Transit Plan was presented to the Board of Directors, staff reported that productive and coverage routes were split 50/50, although prior direction years ago was to move toward 65% productive routes and 35% coverage routes. The Board again renewed its direction earlier this year to move toward the 65% productivity/35% coverage split. It was explained that over the years, direct routes were changed to meandering routes to provide requests for coverage, but by doing this, on time performance was impacted by as much as 20 percent.

Based on this renewed direction to move toward the 65%/35% split, changes were made to several routes in the eastern portion of the service area, including Route 8 that stopped directly in front of Arrowhead Vista Apartments. No one from the apartments provided comments at the public hearings regarding the proposed route changes. And, although staff reached out to several of the businesses in this area, unfortunately, no one from Omnitrans contacted the manager at the apartment complex.

The request by residents of Arrowhead Vista Apartments to reinstate Route 8 in front of the apartments was accomplished on December 1, 2014. This interim solution will provide the 14 Arrowhead Vista passengers using this stop, but will delay the other passengers on this high-volume route getting to their destination.

A longer term solution will be to work with the City of San Bernardino to secure grant funds to repair the sidewalk behind the apartment complex so residents are able to get to the stop. Once the sidewalk is repaired, the route will again be eliminated in front of the complex.

Board Chair Wapner stated that, while the discussion was not meant to be critical of staff or suggest that policy direction by the Board needed to be changed, he pointed out that there is always an exception to the rule, and the important thing is that Omnitrans remained flexible and resolved the issue.

F. BOARD BUSINESS

There is no Closed Session item scheduled.

G. REMARKS AND ANNOUNCEMENTS

Chair Wapner requested that staff's recommendations for cap and trade funding, including what funding Omnitrans is going to apply for and what collaboration will be necessary with cities, be presented at the next Executive Committee Meeting.

Chair Wapner also directed that the results of the LNG Risk Assessment and Pipeline Feasibility Study be presented to the Executive Committee, once complete, prior to review by the Operations and Safety Committee.

H. ADJOURNMENT

The Executive Committee adjourned at 9:35 a.m. The next Executive Committee Meeting is scheduled Wednesday, January 14, 2015, at 9:30 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 # E3

ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES, NOVEMBER 13, 2014

A. CALL TO ORDER

Committee Chair Ed Graham called the regular meeting of the Administrative and Finance Committee to order at 8:00 a.m., Thursday, November 13, 2014.

1. Pledge of Allegiance
2. Roll Call

Committee Members Present

Mayor Ed Graham, City of Chino Hills – Committee Chair
Mayor Paul Eaton, City of Montclair
Council Member Frank Gonzales, City of Colton
Mayor Ray Musser, City of Upland
Mayor Pro Tem John Roberts, City of Fontana
Mayor Walt Stanckiewicz, City of Grand Terrace
Mayor Pro Tem Alan Wapner, City of Ontario
Mayor Carey Davis, City of San Bernardino

Committee Members Not Present

Council Member Dick Riddell, City of Yucaipa

OmniTrans Administrative Staff Present

P. Scott Graham, CEO/General Manager
Sam Gibbs, Director of Internal Audit Services
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Jeremiah Bryant, Service Planning Manager
Ray Maldonado, Employee Relations Manager
Maurice Mansion, Treasury Manager

B. ANNOUNCEMENTS/PRESENTATIONS

The next Committee Meeting is scheduled Thursday, December 11, 2014, 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 – October 9, 2014

M/S (Eaton/Stanckiewicz) that approved the Committee Minutes of October 9, 2014. Motion was unanimous by Members present.

2. Recommend to Board of Directors, Receive and File Construction Progress Report No. 32 through October 28, 2014 - sbX E Street Corridor BRT Project

CEO/General Manager Scott Graham presented the Construction Progress Report No. 32 for the period through October 28, 2014.

Substantial completion of the Vehicle Maintenance Facility (VMF) should be by February-March, with closeout anticipated by August 2015. Buildings B & C are being erected at this time, which are the fueling facility and the bus wash building.

In response to Board Chair Wapner's question, CEO/General Manager Graham confirmed that the method of delivery of the gas, whether by pipeline or tanks, will not make a difference in the construction project.

Recent Corridor activities include synchronization for the timing, and the Tenth to Highland project. FTA will not green-light additional activities for the Tenth to Highland project until we are closer to completion of the VMF. Bids are due by November 24, and are good for 120 days.

Regarding the E Street Corridor, Scott will be going out with the Vice President of Griffith, accompanied by City of San Bernardino engineers, on November 19 to go through the Punch List in order to resolve disputes with the Joint Venture and release final payment.

In response to Committee Chair Graham's question about what happens to the \$4M of retention, CEO/General Manager Graham reported that it may have to be returned to the

Federal government, but staff is keeping a close eye on the remaining dollars to see if they can be used elsewhere in the project. The Committee suggested that Omnitrans look into whether any remaining monies could be used for the gas conversion and also to explore ideas on how to acknowledge the Joint Venture team for their safety record on the project.

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

Committee Member Carey Davis arrived at 8:04 a.m., and Committee Member Frank Gonzales arrived at 8:05 a.m.

3. Receive and File Omnitrans' Director of Finance Report on Forward Fuel Purchases for October 2014.

Director of Finance Donald Walker reported a \$960 gain in October 2014. In total, we have made \$1,515 thus far from the two months of the project. At the end of the last Forward Fuel Purchase program, we had received a gain of about \$74,000 for the 29 months of the program. As we move into the colder months of the season, it is anticipated that the price of CNG will increase as the demand increases and supply decreases.

This is a receive and file item.

4. Consider Recommending to Board of Directors, Adoption of Rosenberg's Rules of Order.

Board Chair Wapner reported that this item is presented at the suggestion of Supervisor Janice Rutherford, who recommended that Omnitrans review and consider adopting Rosenberg's Rules of Order which simplifies methods of conducting meetings as laid out in Robert's Rules of Order.

M/S (Eaton/Roberts) to recommend to the Board of Directors, adoption of Rosenberg's Rules of Order as the official rules of procedure for conducting Board and Board Committee Meetings. Motion was unanimous by Members present.

5. Adopt Proposed 2015 Committee Meeting Schedule

M/S (Eaton/Roberts) that adopted the Proposed 2015 Committee Meeting Schedule. Motion was unanimous by Members present.

F. ADJOURNMENT

The Administrative and Finance Committee meeting adjourned at 8:13 a.m. The next Administrative and Finance Committee Meeting is scheduled Thursday, December 11, 2014 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 # E4

AGENCY MANAGEMENT REPORT

SECOND QUARTER 2015 **FISCAL YEAR 2015**

Agency Results

Operating Revenue

Second Quarter total Operating Revenue of \$18,171,139 is \$695,156 under budget. Year -to-Date (YTD) Operating Revenue of \$7,712,345 is \$1,316,679 under budget. The negative Second Quarter and YTD variance is primarily driven by passenger fares coming in lower than planned. Omnitrans is currently experiencing a decrease in ridership on our core routes coupled with the growth of sbX lagging behind projections. We had anticipated some of the ridership decrease based on the fare increase implemented in September 2014. We do anticipate an increase in revenue in third and fourth quarters as the impact of the fare increase will help revenue. Also, Omnitrans experienced a net loss on the disposal of assets in the second quarter.

Operating Expense

Second Quarter Operating Expense of \$18,366,183 is \$501,163 under budget. YTD Operating Expense of \$36,005,925 is \$1,727,671 under budget. The second quarter's and YTD variance is driven by several areas being under budget. Salaries and Benefits are below plan due to staffing being lower than planned. Materials and Supplies are lower than plan as we are experiencing favorable pricing in unleaded fuel. Currently the favorability in Operating Expense is offsetting the loss in Operating Revenue and at this time we anticipate favorable Operating Expense projections to help with the loss in Operating Revenue at Year End.

Ridership

During the Second Quarter, Omnitrans carried a total 3,699,777 passengers. This consisted of 3,587,422 on Fixed Route service and 112,355 on Demand Response routes. This reflects a total system decrease of 7.5% when compared to the same period last year. YTD, Omnitrans carried a total 7,534,492 passengers. This reflects a total system decrease of 4.94% when compared to the same period last year.

Revenue Hours/Revenue Miles

YTD, Omnitrans provided a total of 413,699 revenue hours reflecting an increase of 4.08% versus the same period last year. Omnitrans logged a total of 5,395,281 revenue miles during the quarter, reflecting an increase of 4.9% when compared to same period last year.

Farebox Recovery Ratio

YTD farebox revenue for Fixed Route/Omnalink is \$7,042,675 versus \$6,584,540 for the same period last year. This is an increase of 6.96%. The farebox recovery ratio for the quarter is 23.91%.

YTD revenue for Access is \$840,819 versus \$784,098 for the same period last year. This is an increase of 9.56%. Farebox recovery ratio for the quarter is 13.27%.

Financials

Total Salaries and Benefits of \$10,534,565 are \$529,769 under budget for the Second Quarter. YTD Salaries and Benefits of \$20,848,063 are \$1,280,605 under budget. The current quarter's and YTD variance is driven by headcount being lower than planned and the timing of year-end accruals.

Total Services are \$966,874 or \$180,474 over budget in Second Quarter. YTD Total Services are \$1,533,850 or \$30,427 under budget. The second quarter's negative variance is principally driven by the one-time payment made to members of the ATU upon ratification of their contract.

Materials and Supplies are \$2,069,942 or \$358,821 under budget in Second Quarter. YTD Materials and Supplies are \$4,451,019 or \$426,058 under budget. The YTD and second quarter's variance is principally driven by gasoline being less than planned.

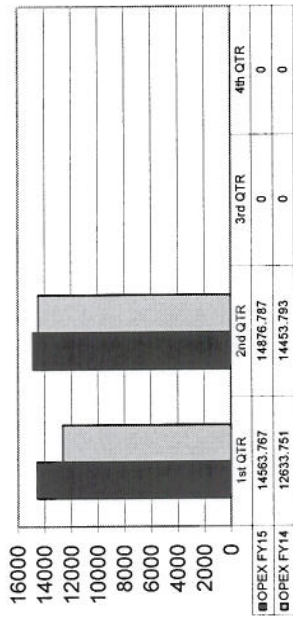
Purchased Transportation is \$2,360,214 or \$79,277 over budget in the Second Quarter. YTD Purchased Transportation is \$4,456,960 or \$104,913 under budget. The second quarter's negative variance is driven by the loss of favorable pricing metrics in the contract with the vendor.

Other Expenses are \$2,295,406 or \$92,738 over budget in Second Quarter. YTD Other Expenses are \$4,503,101 or \$109,791 over budget. The current quarter and YTD variance is primarily driven by casualty and liability accruals being slightly higher than planned.

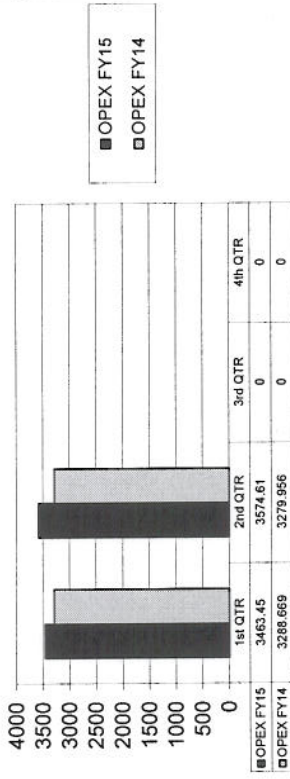
**PERFORMANCE STATISTICS
FISCAL YEAR 2015
Second Quarter 2015**

	<u>Current Quarter</u>		<u>YR/YR inc/(dec) CURRENT</u>	<u>Year-To-Date</u>		<u>YR/YR inc/(dec) YTD</u>
	<u>Second Quarter 2015</u>	<u>Second Quarter 2014</u>		<u>Second Quarter 2015</u>	<u>Second Quarter 2014</u>	
Total Passenger Revenue & Subsidy						
Fixed Route	\$3,574,610	\$3,279,956	9.0%	\$7,038,060	\$6,568,625	7.1%
Demand Response	\$392,990	\$385,849	1.9%	\$845,435	\$800,012	5.7%
Total Passengers						
Fixed Route	3,587,422	3,878,908	-7.5%	7,296,755	7,680,494	-5.0%
Demand Response	112,355	120,578	-6.8%	237,737	245,894	-3.3%
Farebox Recovery Ratio						
Fixed Route/OmniLink	24.83%	22.69%		23.91%	24.11%	
Access	11.73%	12.08%		13.27%	13.56%	
Total Passengers per Revenue Hour						
Fixed Route	22.0	25.0	-12.2%	22.5	24.8	-9.3%
Demand Response	2.6	2.8	-5.7%	2.7	2.8	-5.1%
Revenue per Passenger						
Fixed Route	1.00	0.85	17.8%	0.96	0.86	12.8%
Demand Response	3.50	3.20	9.3%	3.56	3.25	9.3%
Cost per Passenger						
Fixed Route	4.15	3.73	11.3%	4.03	3.53	14.4%
Demand Response	29.82	26.94	10.7%	26.72	24.42	9.4%
Cost per Revenue Hour						
Fixed Route	91.08	93.18	-2.3%	90.68	87.35	3.8%
Demand Response	77.64	74.40	4.4%	71.36	68.73	3.8%
	<u>Actual</u>	<u>Target</u>				
On Time Performance						
Fixed Route	85.61%	90%				
Demand Response	88.56%	90%				
Headcount	634	666				
(includes PT Operators, excludes IPMO)						

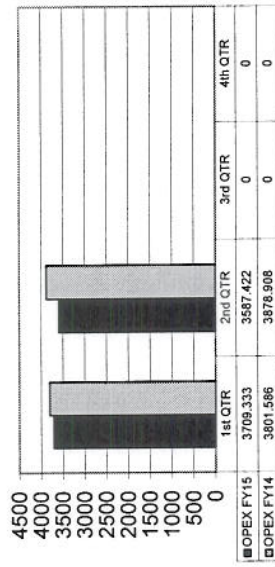
Fixed Route Operating Expense Thousands



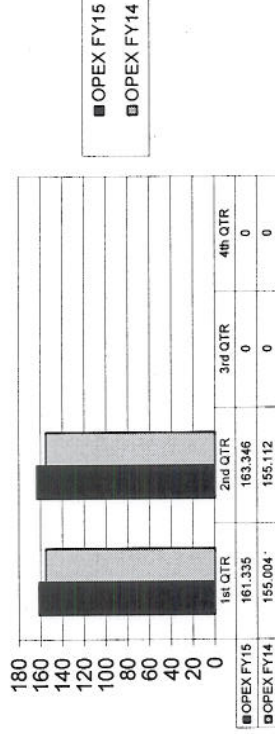
Fixed Route Passenger Revenue Thousands



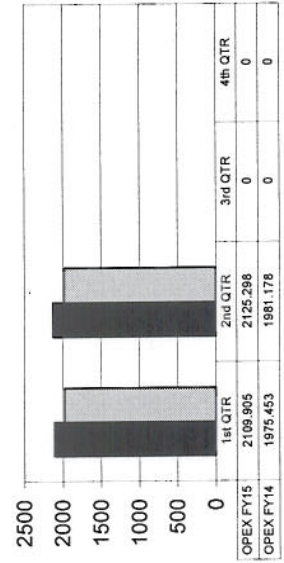
Fixed Route Ridership Thousands



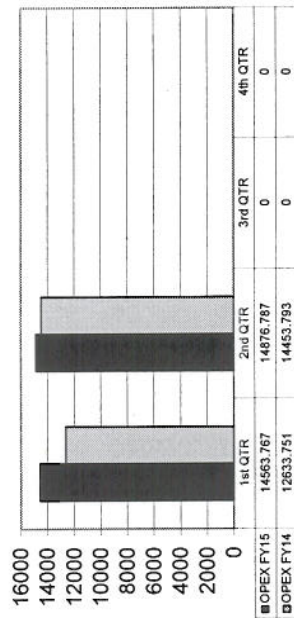
Fixed Route Revenue Hours Thousands



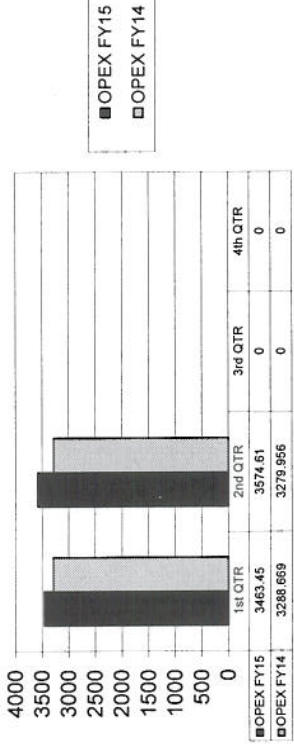
Fixed Route Revenue Miles Thousands



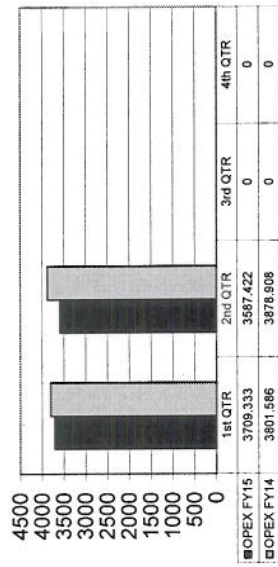
Fixed Route Operating Expense Thousands



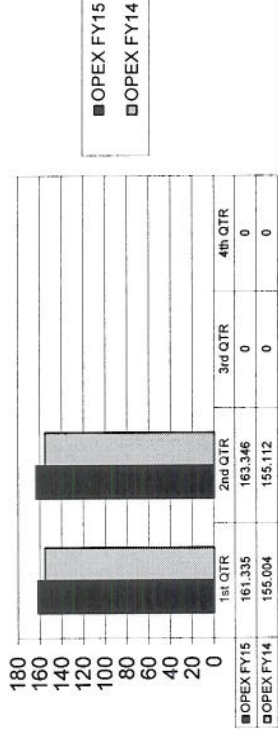
Fixed Route Passenger Revenue Thousands



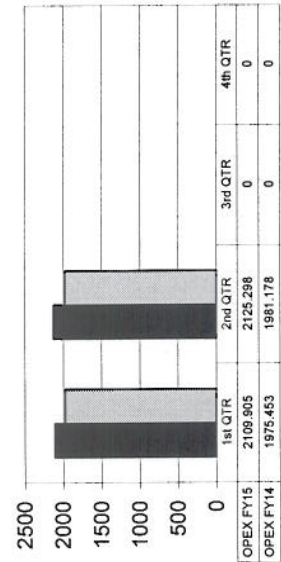
Fixed Route Ridership Thousands



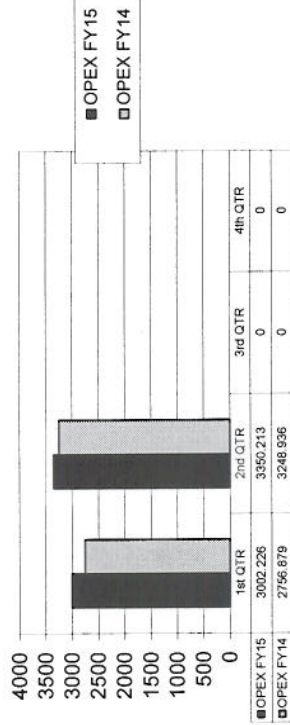
Fixed Route Revenue Hours Thousands



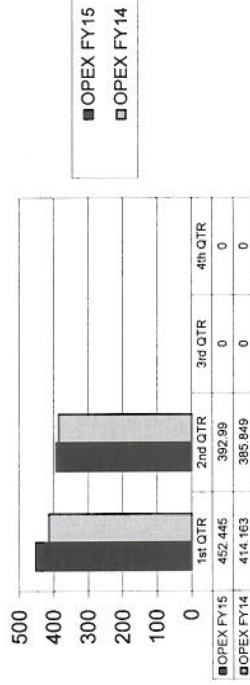
Fixed Route Revenue Miles Thousands



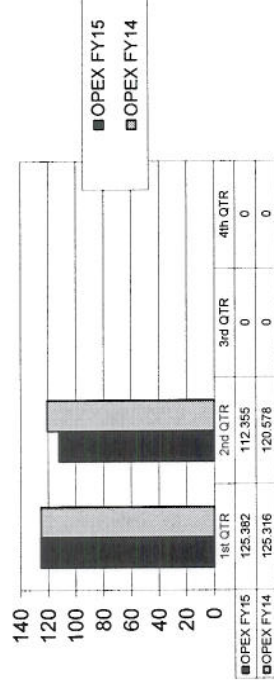
Demand Response Operating Expense Thousands



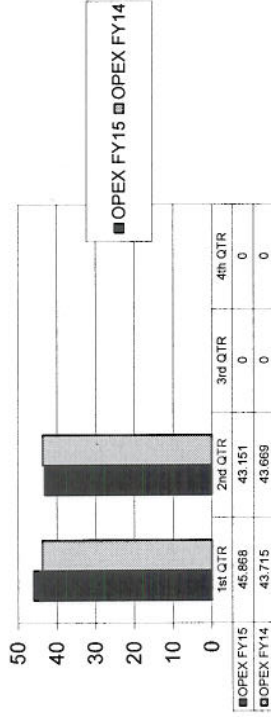
Demand Response Passenger Revenue Thousands



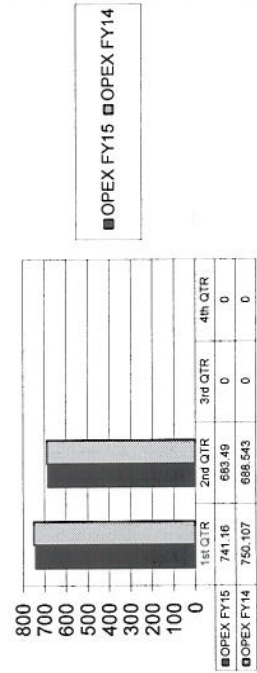
Demand Response Ridership Thousands



Demand Response Revenue Hours Thousands



Demand Response Revenue Miles Thousands



DATE: February 4, 2015

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Mae Sung, Accounting Manager

SUBJECT: INVESTMENT STATUS

FORM MOTION

Receive and file this report on the status of the Agency's investments.

BACKGROUND

California Government Code requires the monthly reporting of investments of public agency funds to its governing body.

SUMMARY

All of the Agency's investments are invested with the Local Agency Investment Fund (LAIF) and Union Bank. Please refer to the attachment for the investment activity of the Agency for the period of October – December 2014. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

PSG:MS

OMNITRANS
Treasurer's Report
Quarter ending December 2014

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Interest Yield	Ending Balance
Cash and Investments Under the Direction of the Treasurer						
Local Agency Investment Fund	Interest	\$ 22,073,861.68			0.24%	
			\$ 13,494.70		0.24%	
			\$ 9,800,000.00	\$ (4,200,000.00)	0.26%	
				\$ (4,300,000.00)	0.26%	
			\$ 1,800,000.00	\$ (8,200,000.00)	0.26%	
		\$ 33,687,356.38	\$ (16,700,000.00)			
Net LAIF Funds			\$ 16,987,356.38			\$ 16,987,356.38
Fair Marketing Value	Fair Value Factor				0.999980380	\$ 16,987,023.09
Union Bank Money Market GMRA	Interest	\$ 1,246,303.63			0.01%	
			\$ 30.29			
				\$ (66,620.25)		
			\$ 1,246,333.92	\$ (66,620.25)		
				\$ 1,179,713.67		\$ 1,179,713.67
Union Bank Money Market Caltrans Capital Project Funds	Interest	\$ 4,273,836.42			0.03%	
			\$ 54,407.45			
			\$ 5,876,586.33	\$ (31,347.98)		
			\$ 10,204,830.20	\$ (31,347.98)		
				\$ 10,173,482.22		\$ 10,173,482.22
Union Bank CDs		\$ 18,796,438.84				
		\$ 16,758.64				
		\$ 18,813,197.48	\$ -			\$ 18,813,197.48
Citybank Morgan Stanley Futures Account	Gain/Loss for month	\$ 99,321.67				
			\$34,937.45			
			\$ (8,865.18)			
		\$ 134,259.12	\$ (8,865.18)			\$ 125,393.94
		\$ 840,588.74				
		Passenger	\$ 4,099,554.63			
		Grants' Revenue	\$ 23,897,386.42			
		Miscellaneous Revenue	\$ 129,200.01			
		Transfers From (To) LAIF	\$ 16,700,000.00	\$ (11,600,000.00)		
		Transfers From (To) Money Market	\$ 97,968.23	\$ (5,876,395.43)		
		Transfers From (To)Morgan Stanley Futu	\$ -	\$ (34,937.45)		
		Accounts Payable		\$ (17,676,888.29)		
		Payroll and Payroll Taxes		\$ (6,998,810.78)		
		Employee Benefits		\$ (1,412,879.90)		
		Bank Service Charge		\$ (11,099.31)		
Net Union Bank Operating Funds			\$ 45,764,698.03	\$ (43,611,011.16)		
				\$ 2,153,686.87		\$ 2,153,686.87
		\$ 3,700.00				
Petty Cash			\$ 3,700.00			\$ 3,700.00

Cash and Investments Under the Direction of Fiscal Agents

Union Bank	\$ 75,000.00		
Workmens' Comp. Adjuster			
Pacific Claims Management			\$ 75,000.00
Total Cash & Investments			\$ 49,511,197.27

I hereby certify that the investment portfolio of OMNITRANS complies with its investment policy and the California Government Code Sections pertaining to the investment of local agency funds and Union Bank of California. Pending any future actions by the Omnitrans Board or any unforeseen catastrophe, OMNITRANS has an adequate cash flow to meet its expenditure requirements for the next six months.

Prepared by: _____
Mae Sung, Accounting Manager

Approved by: _____
P. Scott Graham, CEO/General Manager, Treasurer

@ Source of Market Value: California State Pooled Money Investment Board Report.
(1) Union: "Summary of Market Value" posted on monthly fiscal agent statements.
(2) LAIF: "Pooled Money Investment Account Market Valuation".
Master Control Account is the controlling account for all the zero balance accounts with Union including: Accounts Payable Account (General Account) and Payroll Account.
Interest earned by the Master Control account is used as a partial offset to the monthly bank service charges.

DATE: February 4, 2015

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: PAYROLLS AND WARRANTS FOR OCTOBER - DECEMBER 2014

Approve the Agency's gross payroll for Management/Confidential Employees as follows:

Payroll Period	Amount	Register #
10/01/14-10/31/14	\$590,874.86	21-22
11/01/14-11/30/14	\$649,276.14	23-24
12/01/14-12/31/14	\$791,288.97	25-26

Approve the Agency's gross payroll for Represented Employees as follows:

Payroll Period	Amount	Register #
10/01/14-10/31/14	\$1,791,073.28	21-22
11/01/14-11/30/14	\$1,842,553.88	23-24
12/01/14-12/31/14	\$2,017,758.80	25-26

Approve the Register of Demands, dated as follows, and authorize the issuance of warrants:

Register Date	Amount	Register #
10/01/14-10/31/14	\$4,171,179.64	712-718
11/01/14-11/30/14	\$8,635,942.94	719-724
12/01/14-12/31/14	\$4,869,765.71	725-731

I, P. Scott Graham, CEO/General Manager of Omnitrans, declare that the above Register of Demands has been audited as required by Section 37202 and 37208 of the Government Code, and said documents are accurate and correct.

PSG:MS

OMNITRANS
AFFIRMATIVE ACTION STATUS REPORT
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT
As of January 18, 2015

Submitted for the
Board Meeting of:
February 4, 2015

DEPARTMENT	Total Positions*	MALE ETHNIC COMPOSITION						FEMALE ETHNIC COMPOSITION						Existing Vacancies	INTERVIEWED							APPOINTED						
		C	B	H	AS	AI	2+	C	B	H	AS	AI	2+		C	B	H	AS	AI	NH/PI	2+	C	B	H	AS	AI	NH/PI	2+
OPERATIONS	466	60	96	99	5	0	7	37	90	45	0	1	11	15	6	31	17	1	0	0	10	1	12	9	0	0	0	6
MAINTENANCE	107	29	11	50	5	1	1	3	0	0	1	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EXECUTIVE OFFICE	4	1	1	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INFORMATION TECH. SERVICES	8	2	0	0	4	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MARKETING/ PLANNING	28	4	0	6	1	0	0	5	0	11	0	0	1	0	1	0	3	0	0	0	0	0	0	1	0	0	0	0
HUMAN RESOURCES/ SAFETY/SECURITY	** 16	3	1	1	0	0	0	5	1	3	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROCUREMENT	22	4	1	7	0	0	0	5	1	2	0	0	0	2	2	1	0	0	1	0	1	0	0	0	0	0	0	0
FINANCE	12	0	2	0	2	0	0	2	0	3	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IPMO	4	0	0	1	0	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AGENCY TOTAL	667	103	112	164	17	1	9	60	92	64	3	1	12	29	9	32	20	1	0	1	10	2	12	10	0	0	0	6

* Includes part time
** Includes 2 temp Workforce Development grant-funded positions

COMPLETED BY: *Meredith Tshilonda*
Meredith Tshilonda
(HR Analyst)

PERCENTAGES

C	B	H	A	AI	2+	TOTAL
25.55%	31.97%	35.74%	3.13%	0.31%	3.29%	100%

ITEM # E5

ITEM # E6

DATE: February 4, 2015

TO: Board Chair Alan Wapner 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. 33 THROUGH
DECEMBER 23, 2014 - sbX E STREET CORRIDOR BRT PROJECT**

FORM MOTION

Receive and file Construction Progress Report No. 33 for the sbX E Street Corridor BRT Project through December 23, 2014.

This item was reviewed by the Administrative and Finance Committee at its January 15, 2015, meeting, and recommended to the Board of Directors for receipt and file.

BACKGROUND

This is Construction Progress Report No. 33 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file Construction Progress Report No.33 for the sbX E Street Corridor BRT Project through December 23, 2014.

PSG:AR

Attachment



sbX E Street Corridor Bus Rapid Transit (BRT) Project

Construction Progress Report No. 33

December 23, 2014

Submitted By:

JACOBS

Contractor:	SBX Corridor - Griffith/Comet VMF – USS Cal Builders
Contractor Contract No.:	IPMO11-5
Project Manager:	Roger Hatton, P.E.
Omnitrans Program Manager:	Andres Ramirez



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- III. RFIs, Submittals, and Non-Conformance Reports
 - A. Vehicle Maintenance Facility (VMF)
- IV. Safety
- V. Project Budget and Cost
- VI. Change Orders and Claims
 - A. VMF Change Orders
- VII. Project Photographs
 - A. Vehicle Maintenance Facility (VMF) Photos

I. PROJECT STATUS SUMMARY

A. Project Description

The sbX E Street Corridor BRT Project is a 15.7-mile-long transit improvement project that will connect the northern portion of the City of San Bernardino with the City of Loma Linda. Over the past four years, 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.

The project consists mainly of three components, the E Street Corridor, the purchase of 60' articulated buses, and the modifications to the Vehicle Maintenance Facility. While the buses have been procured and the E Street Corridor is in operation, work continues on the Vehicle Maintenance Facility.

B. Summary Status Update (Accomplishments)

E Street Corridor:

- Conducted outstanding items walk through with City and Contractor in an effort to identify the last remaining items needed for Final acceptance.
 - Final punch list items being repaired
 - Waivers received
 - Outstanding Warranty documents received
- 10th to Highland bid package remains out to bid.
- Contract issued to PA System design firm and we are awaiting execution.
- Received materials for the delineators along the dedicated bus lanes.

Vehicle Maintenance Facility:

Maintenance Building A

- Bays 5-8 are substantially complete and have been turned over to Omnitrans for use. Close-out documentation is in progress.
Slab-on-grade is complete.

Bus Wash Facility Building B

- Slab-on-grade is complete.
- CMU Wall installation is complete.
- Installation of Structural Steel Metal Framing is complete.

Vacuum and Fuel Facility Building C

- Installation of spread footings are complete.
- All island concrete installation is complete.

Back-Up Generator E

- Generator Concrete slab pad is completed.
- Back-up Generator delivered on site.
- Back-up Generator installation is complete.
- Back-up Generator panel cabinet is complete.

Site Work

- All sewer, storm drain, and manhole installation is complete.
- All site sub-grading is complete.

C. Upcoming Work (January 2015)

E Street Corridor:

- Achieve final acceptance of the project.
- Execute agreement for and commence design of PA System.
- Receive bids for 10th through Highland.
- Install delineators.
- Commence design of settlement work at World Oil.

Vehicle Maintenance Facility:

Maintenance Building A

- Achieve substantial completion for Paint Booth, Dyno Room, and Battery Room which are awaiting change order work.

Bus Wash Facility Building B

- Continue installation of conduits and wiring for Mechanical, Electrical, Plumbing, compress air and HVAC.
- Install steel roof decking.
- Install the Bus Wash Equipment and connection of the System functions (i.e. plumbing, electrical, and controls).
- Installation of skylights.
- Installation of roof membrane system.

Vacuum and Fuel Facility Building C

- Complete installation of CMU Wall and pore core grout.
- Install Structural Steel roof framing.
- Install Decking.
- Installation of all of overhead rough-ins for Mechanical, Electrical, Plumbing, and HVAC.
- Pour Slab on Grade.

Back-Up Generator E

- Complete installation and pull wiring for the Back-up Generator.

Sitework

- Install the 10,000 gallon fuel tank pad

II. PROJECT SCHEDULE

The work at the Vehicle Maintenance Facility appears to have stabilized due to the concentrated efforts of the CM Services team and Omnitrans' staff. The corridor work is complete and revenue service achieved as planned. All changes and time extensions for the corridor have been negotiated and closed out. Following is the schedule status update as it pertains to the VMF:

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

The December 2014 (UP 13) was submitted by the Contractor on December 22, 2014.

The schedule update shows the projected schedule for Substantial and Final Completion dates of April 27, 2015 and June 26, 2015, respectively. Currently, the CM is reviewing the latest schedule submission.

Claims for Time Impact Evaluations (TIE) submitted and have the following status:

- Claim No. 1 – TIE No. 1 – Impacts to completion of Temporary Fuel Island (Building D) – COR 37 - submitted on October 28, 2013; Agency response issued January 29, 2014 granted an extension of 108 calendar days: 55 CD deemed concurrent; excusable & non-compensable and 53 CD deemed excusable & compensable, resulting in revised Substantial and Final Completion dates of March 27, 2014 and May 26, 2014, respectively.
- Claim No. 2 – TIE No. 2 – Backfill of UST's – COR 117, the Agency granted an extension of 50 calendar days: 11 CD excusable and non-compensable and 39 CD excusable and compensable, resulting in revised Substantial and Final Completion dates of May 16, 2014 and July 15, 2014.
- Claim No. 3 – TIE No. 3 – Contaminated Soil At Bldg. B – COR 110, the Agency granted an extension of 43 CD of excusable and compensable, resulting in revised Substantial and Final Completion dates of June 28, 2014 and August 27, 2014.
- Claim No. 4 – TIE No. 4 – Additional clarification and claim from TIE 1 unilateral : COR 37A – the Agency granted an extension of 36 calendar days: 6 CD excusable Omnitrans sbX E Street Corridor Bus Rapid Transit (BRT) Project Contract No.: PLN09-215 and non-compensable and 30 CD of excusable and compensable, resulting in revised Substantial and Final Completion dates of August 8, 2014 and October 7, 2014.
- Claim No. 7 – TIE No. 5 – Delay associated with the relocation of the CNG Buffer Tank. The Contractor submitted this claim on October 3, 2014. The Contractor is requesting 60 calendar days of extension. Currently the Agency is reviewing and analyzing TIE No. 5. The Agency will meet with the Contractor to discuss their review and analysis on January 6, 2015.
- TIE Nos. 6, 7, and 8 were submitted in draft form to the Agency on December 15, 2014 and are under preliminary review. The Agency will meet with the Contractor to discuss their review and analysis on January 6, 2015.

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

Vehicle Maintenance Facility (VMF)

To date, the CM team has met the required timelines and no delay has come about as a result of submittal and RFI responses.

Total RFIs – 250
Total Open – 1

Total Submittals – 384
Total Open – 1

Total NCRs – 14
Total Open – 3

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 - As of December 15, 2014 there have been 45,000 “no-lost time” hours.

V. PROJECT BUDGET AND COST**TOTAL PROGRAM BUDGET
BUDGET AS OF NOVEMBER 30, 2014**

Approved Budget	\$191,706,000
Cost to Date	\$166,808,060
Estimate to Complete	\$ 21,097,199
Estimate at Completion	\$187,905,259

VMF CORRIDOR PROJECT COSTS - AS OF NOVEMBER 30, 2014

	CURRENT AUTHORIZED	CURRENT INVOICES PAID	REMAINING CONTRACT BALANCE
STV Inc.	\$1,418,132	\$1,343,308	\$74,824
USS Cal Builders	\$14,498,152	\$8,073,722	\$6,424,430
Total	\$15,916,284	\$9,417,030	\$6,499,254

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	237	
Total Revised Contractual Time	663	10/7/14
Calendar Days Completed as of December 15, 2014	734	
Required Completion Days as of December 15, 2014	193	10/8/14
Forecasted Final Completion as December 15, 2014		6/26/15
Percent Time Elapsed	111%	

CHANGE ORDERS**VMF CONTRACT CHANGE ORDERS - As of November 24, 2014**

Change Order Status	Amount
Approved Change Orders	\$2,497,951
Pending Change Orders	\$119,938
Potential Change Orders	\$450,000
Total	\$3,067,889

Note: Currently, pricing for Potential Change Orders are estimated based on Rough Order of Magnitude pending designer plans or final submittal of pricing by the Contractor.

VI. Project Photographs

VMF PROGRESS PHOTOS



Building C – Removal of forms at stem walls.



Placement of Generator on the Generator Pad.



Construction of CMU Wall



City Inspector signing off the rough-in underground plumbing

IPMO/sbX Project Cost Report
Period Ended 11/30/14

Description	Current Budget	Approved Current Budget	Committed		Expenditures		Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast
				%	\$	%				
BRT Construction	\$ 84,637,000	\$ 84,637,000	\$ 79,717,096	94.2%	\$ 79,686,845	94.2%	4,950,155	\$ 9,893,768	\$ 89,580,613	\$ 4,943,613
Maintenance Facility (VMF)	\$ 8,131,000	\$ 8,131,000	\$ 12,694,798	156.1%	\$ 8,073,722	99.3%	57,278	\$ 7,082,909	\$ 15,156,631	\$ 7,025,631
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 16,628,000	\$ 16,127,715	97.0%	\$ 15,008,409	90.3%	1,619,591	\$ 1,247,306	\$ 16,255,715	\$ (372,285)
ROW Acquisition Services	\$ 10,357,000	\$ 10,357,000	\$ 10,971,135	105.9%	\$ 11,148,476	107.6%	(791,476)	\$ 741,494	\$ 11,889,970	\$ 1,532,970
Design & Relocation	\$ 1,003,000	\$ 1,003,000	\$ 1,106,117	110.3%	\$ 1,039,914	103.7%	(36,914)	\$ 66,203	\$ 1,106,117	\$ 103,117
BRT Design	\$ 17,849,400	\$ 17,849,400	\$ 18,097,876	101.4%	\$ 16,920,294	94.8%	929,106	\$ 488,203	\$ 17,408,497	\$ (440,903)
VMF Design	\$ 1,007,600	\$ 1,007,600	\$ 2,019,659	200.4%	\$ 1,357,708	134.7%	(350,108)	\$ 202,848	\$ 1,560,556	\$ 552,956
Technical & Management Services	\$ 34,020,000	\$ 34,020,000	\$ 39,004,058	114.7%	\$ 33,572,694	98.7%	447,306	\$ 5,381,364	\$ 38,954,058	\$ 4,934,058
Contingency (Construction)	\$ -	\$ -	\$ -	0.0%			-	\$ -		\$ -
SUB-TOTAL	\$ 173,633,000	\$ 173,633,000	\$ 179,738,453	103.5%	\$ 166,808,060		6,824,940	\$ 25,104,096	\$ 191,912,156	\$ 18,279,156
Unallocated Contingency	\$ 18,073,000	\$ 18,073,000	\$ -	0.0%	\$ -		18,073,000	\$ -	\$ -	\$ (18,073,000)
TOTAL	\$ 191,706,000	\$ 191,706,000	\$ 179,738,453	93.8%	\$ 166,808,060	87.0%	24,897,940	\$ 25,104,096	\$ 191,912,156	\$ 206,156

IPMO/sbX Expenditures
Period Ended 11/30/14

Standard Cost Category (SCC)	Description	PCGA Budget (\$000s)	Current Budget (\$000s)	Expenditures (\$000s)	% of PCGA Budget	% of Current Budget
10	Guideway & Track Elements (Route Miles)	\$17,984	\$19,725	\$18,318	101.9%	92.9%
20	Stations, Stops, Terminals & Intermodal (number)	\$17,201	\$14,917	\$14,141	82.2%	94.8%
30	Support Facilities, Yards, Shops, Admin. Bldgs.	\$5,370	\$8,131	\$8,074	150.3%	99.3%
40	Sitework and Special Conditions	\$35,610	\$34,271	\$27,620	77.6%	80.6%
50	Systems	\$19,985	\$16,727	\$20,647	103.3%	123.4%
	Subtotal (10-50)	\$96,150	\$93,771	\$88,800	92.4%	94.7%
60	ROW, Land, Existing Improvements	\$6,532	\$6,532	\$6,115	93.6%	93.6%
70	Vehicles (number)	\$16,628	\$16,628	\$15,008	90.3%	90.3%
80	Professional Services	\$58,365	\$56,702	\$57,100	97.8%	100.7%
90	Unallocated Contingency	\$14,030	\$18,073	\$0	0.0%	0.0%
	Subtotal (10-90)	\$191,706	\$191,706	\$167,025	87.1%	87.1%
100	Financing Costs	\$0	\$0	-	0.0%	0.0%
	Total	\$191,706	\$191,706	\$167,025	87.1%	87.1%

ITEM # E7

DATE: February 4, 2015

TO: Board Chair Alan Wapner & Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Andres Ramirez, Program Manager

SUBJECT: sbX E STREET CORRIDOR BRT PROJECT QUARTERLY REPORT –
DECEMBER 2014

FORM MOTION

Receive and file sbX Quarterly Report for the sbX E Street Corridor BRT Project through December 2014.

BACKGROUND

At the October 2012 Board of Directors' meeting, the Omnitrans Board of Directors requested staff submit an update of the sbX Corridor BRT Project for review on a quarterly basis.

This is the Quarterly Report through December 2014 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file sbX Quarterly Report for the sbX E Street Corridor BRT Project through December 2014.

PSG:AR

Attachment

sbX Project Quarterly Update – February 2015

For Period: October 2014 to December 2014

Safety:

As of December 31, 2014, the construction team has performed over 469,000 labor-hours of work without any Lost Time Injuries. 45,000 are attributed to the VMF Project.

Budget:

The project is fully funded. Based on the current projections, the project is expected to be completed within the approved budget. All change orders are being managed through the project contingency line item included in the approved budget.

Approved Budget:	\$191,706,000
Cost-To-Date (12/31/14):	\$166,859,708
Estimate-At-Completion:	~\$187,905,259

Schedule:

60-Foot Articulated Buses: In Operation
Revenue Operations Start: April 28, 2014 – Achieved.
Vehicle Maintenance Facility: Substantial – April 2015. Final - June 2015.

Corridor Construction:

Contractor, Omnitrans, and the City are working together to finalize the remaining corrective work required for Final Acceptance.

Vehicle Maintenance Facility (VMF) Construction:

Maintenance Building A: Turnover of Maintenance Bays five through eight was accomplished in October.

Bus Wash Building B: CMU walls completed, structural steel installation completed, and metal roof decking completed. Lighting installation and mechanical rough-ins started.

Fueling Island Building C: CMU walls completed, structural steel started, and concrete islands poured.

Site-work: Emergency Generator was set and electrical connections started.

60-Foot Articulated Buses:

All of the fourteen (14) 60-foot articulated buses have been received, tested, and are in operation.

FTA Quarterly Review Meeting:

A Quarterly Meeting conducted on December 4, 2014 with no new action items noted. The next quarterly meeting scheduled is on February 24, 2015.

ITEM # E8

DATE: February 4, 2015

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Donald Walker, Director of Finance

**SUBJECT: OMNITRANS' DIRECTOR OF FINANCE QUARTERLY REPORT –
FORWARD FUEL PURCHASES THROUGH DECEMBER 2014**

FORM MOTION

Receive and file the Director of Finance's quarterly report on Omnitrans' Forward Fuel Purchase Program for December 2014. The new hedging program contracts were purchased on July 31, 2014, continuing our efforts to increase the predictability of costs and reduce operational uncertainty in the event of dramatic fuel price increases in the open market.

BACKGROUND

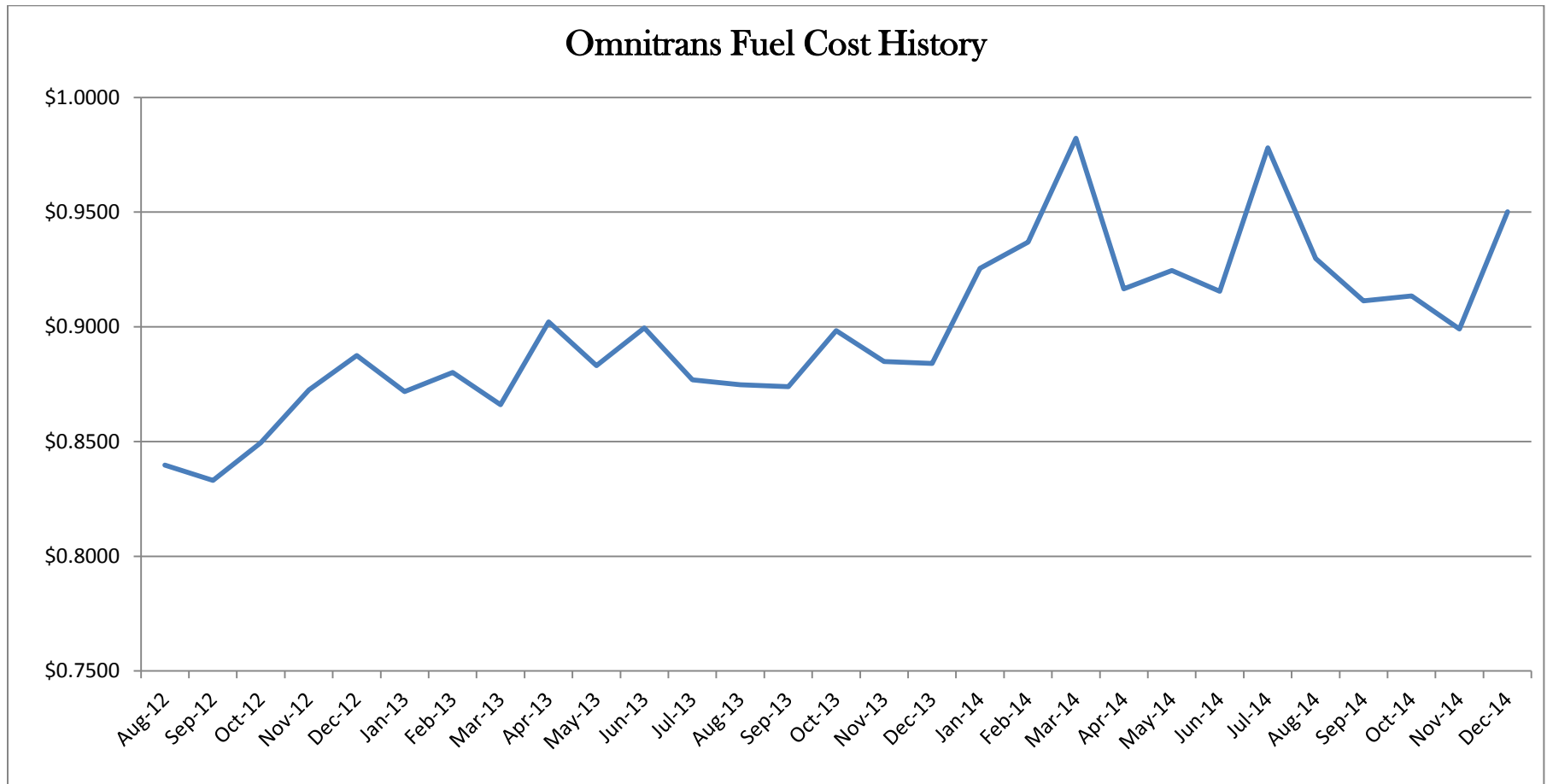
This report is submitted in order to comply with the requirements of the Omnitrans Forward Fuel Purchase Policy and Procedure. The Board of Directors authorized staff to continue with the hedge program when the price is at or below \$0.92 per gallon. The current hedge fixes the price of approximately 47% of the Agency's monthly natural gas fuel usage through August 2015 at \$0.91 per gallon.

The December 2014 contract closed \$0.362 above the hedge price. When converted into gallons, the cost is \$0.03 per gallon (\$0.362 divided by 12.1). Omnitrans will record a gain of \$5,430 on its futures position for the month of December. This gain will offset the fuel costs for the month that will be reflected in the Agency's Monthly Expense Summary.

Omnitrans' compressed natural gas (CNG) usage is budgeted at \$4.3 million for FY2015. As of December 31, 2014, six months into the fiscal year, actual CNG cost is \$2.12 million, with the budget at \$2.15 million, or 98.8% of budget. Since implementation of the hedge program in September 2015, Omnitrans has realized a total gain of \$4,065 (Sep 2014 – Dec 2014).

The net price used for Omnitrans' December 2014 fuel purchase was \$0.9502 per gallon. This includes CNG at the SoCal Index price, the gain/loss on the hedge position, liquefaction, delivery, and sales tax. (Note: We do not hedge the index differential. The gain on the hedge is based on the Henry Hub index.) Clean Energy prices our deliveries off the SoCal index. In December, the SoCal Index settled above the Henry Hub index by \$0.248 or \$0.02 per gallon. This price is after recognition of the monthly gain on the hedge position in the amount of \$5,430.

PSG:DW



Omnitrans Performance Indicators

Fiscal Year 2015				
Key Performance Indicators	FY15 Goal	Comments	2nd Quarter Results	YTD
1. Cost Effectiveness				
Cost per hour - Fixed Route (non-sbX)	\$90.00	Meets goal.	\$92.48	\$90.91
Cost per hour - Access	\$70.59	Meets goal.	\$77.84	\$71.36
Cost per hour - sbX	\$140.00	Allocation of Maintenance and General & Administration expenses to sbX is ongoing. Should be completed by end of 3rd quarter.	\$105.28	\$86.54
Fare recovery ratio	>22%for Weekday - Fixed Route	Meets goal.	24.09%	23.91%
2. Service Performance				
Ridership - Growth	2.90%	Primary reasons: fare increase, sbX ridership below projections, low gasoline prices.	-7.50%	-5.00%
Productivity - Passengers Per Hour - Fixed Route	>22 for Weekday	Meets goal.	22	22.9
Productivity - Passengers Per Hour - Access	3	Working with First Transit; there are more subscription and working on optimization with the Dispatch	2.6	2.67
Complaints - Per 100,000 boardings Compliments-Fixed Route	10 complaints; (per month) 1 compliment; (per month)	Top categories YTD: Pass-up, Not on time	12.8 / 1.9	12.7 / 1.2
Complaints - Per 100,000 boardings Compliments-Demand Response	15 complaints: (per month) .5 compliment: (per month)	Top categories YTD: Not on time, No Show, Reservation Error	23.1 / 0.9	21 / 0.4
3. Reliability				
Mechanical/MDBF (Mean Distance Between Failures)	> 6500 (monthly average of miles between breakdown)	Meets goal.	6,753	6,207
Loss of Service - Operations	<50 hours per month (measured as monthly average)	Due to lack of personnel caused by uncontrolled absences; currently hiring more part-time operators to be available to off-set loss of service	260	258

Fiscal Year 2015				
Key Performance Indicators	FY15 Goal	Comments	2nd Quarter Results	YTD
Loss of Service - Maintenance	<35 hours per month (measured as monthly average)	Engine failures and mechanic shortage	34.78	71.7
Equipment Availability	100%	Meets goal.	100.00%	100.00%
On-time Performance- Fixed Route	>85%	Meets goal.	85.13%	85.45%
On-time Performance- Demand Response	92% - 95% - per contract (SRTP has 88%)	Total Liquidated Damages applied over the past 6-months; January OTP has gotten up to 90.48%	87.13%	86.79%
Preventable accidents	< 1 per 100,000 miles	Meets goal.	0.82	0.73
4. Budget				
Operating Revenue	>95%	Meets goal.	96.31%	96.51%
Operating Expenses	>90%	Meets goal.	97.36%	95.42%
5. Safety & Security				
Injuries - Employee (Fiscal Year)	Reduction of 3-5% OSHA Recordable (84-86 Annually)	Meets goal.	10	30
Losses/Claims - Passengers (FY)	80 per year	Meets goal.	29	51

Fiscal Year 2015				
Key Performance Indicators	FY15 Goal	Comments	2nd Quarter Results	YTD
6. Labor				
Turnover	<10% exclusive of planned reductions	Meets goal.	2.37%	3.79%
Operations Absenteeism - (Uncontrolled) Represented	<101,200 hours per year	Meets goal.	25,296	45,392
Training - Development (Annual)	5,000 hours per year	Meets goal.	2,305	5,246
ATU Represented (Annual)	4,400 hours	Meets goal.	5,116	6,518
7. sbX E Street Corridor Project				
Average Daily Ridership (sbX)	5,607	Original projections assumed that SBTC and Metrolink extension would be completed before sbX launch. SBTC will be complete 9/2015 and Metrolink in late 2016.	2,367	2,114
Average Daily Ridership (Corridor: sbX + Rt 2)	7,049	Same as above, plus overall system ridership is below projections	4,544	4,481
IPMO sbX Corridor	30-Sep-14	Project substantially complete and in operation. Contractor completion of Punchlist Items and City acceptance have delayed Final Completion.	2-Apr-15	
Vehicle Maintenance Facility	30-Apr-15	Project delays have extended the completion date of the project. Substantial completion projected for April 30, 2015.	26-Jun-15	
Delineator Installation	31-Oct-14	Complete	7-Jan-15	
10th to Highland	30-Aug-15	Bid extensions and FTA concurrence required this project to be delayed	31-Oct-15	
PA System	30-Oct-15	Meets goal.	30-Oct-15	
Miscellaneous Settlement Work	30-Oct-15	Projected completion is June 30, 2015	30-Jun-15	
Cost - Complete Project within Approved Budget	\$191.7M	Meets goal.	\$187.90	

ITEM # E10

DATE: February 4, 2015

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MNT15-06
DECALS**

FORM MOTION

Authorize the CEO/General Manager to award Contract MNT15-06 to Kreate Ink, Inc., of Pacoima, CA, for the provision of Decals in the amount of \$33,785.20, plus a ten percent contingency of \$3,378.52, beginning February 12, 2015 and ending February 11, 2018, for a not-to-exceed amount of \$37,163.72, and the authority to exercise two single option years in the amount of \$11,261.73 for each option year, for a total not-to-exceed amount of \$59,687.18 ending no later than February 11, 2020, if all options are exercised.

BACKGROUND

Omnitrans requires a vendor to create and provide a variety of decals to satisfy regulatory requirements and replace worn and damaged decals on the interior and exterior of Omnitrans' revenue and non-revenue vehicles.

On September 10, 2014, Omnitrans' staff posted Request for Quotes RFQ-MNT15-06 on Omnitrans' online bidding system. Six bids were received by the December 3, 2014 deadline. Five (5) bids were deemed responsive.

Listed below are the bid prices:

COMPANY NAME	BASE PERIOD BID
Kreate Ink, Incorporated	\$ 33,785.20
Hydraulic Electric Company	\$ 40,483.49
M&M Plastics, Inc.	\$112,210.12
Swirl Enterprises	\$217,836.12
Avion Graphics	\$232,786.97

Bids include sales tax, indirect, and direct costs, including profit.

Award is recommended to the lowest, responsive, responsible bidder. The bidder recommended for award is the current incumbent and has agreed to hold pricing for all five years, if options are exercised. Price is deemed fair and reasonable as the bid for all five years is \$25,765 less than the Independent Cost Estimate of \$82,074.31.

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

FUNDING SOURCE

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

Department	1200
Expenditure Code	504010

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

CONCLUSION

By proceeding with this award, Omnitrans will take advantage of economies of scale and have decals available, as needed.

PSG:JMS:EFP



CONTRACT AGREEMENT

between

Kreate Ink, Incorporated
12831 Muscatine Street
Pacoima, CA 91331

CONTRACT DOCUMENTS

CONTRACT NO. MNT15-06

DECALS

(hereinafter "CONTRACTOR")
Telephone: (818) 945-7764
Fax: (818) 945-7765

And

Contract Amount: \$33,785.20

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

Omnitrans Project Manager:

Name: Omar Bryant
Title: Maintenance Manager
Telephone: (909) 379-7482
Fax: (909) 379-7485
Email: omar.bryant@omnitrans.org

Contracts Manager:

Name: Eugenia Pinheiro
Title: Contracts Manager
Telephone: (909) 379-7128
Fax: (909) 379-7107
Email: eugenia.pinheiro@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICE LIST

This Agreement is made and entered into as of this _____ day of _____, 2015 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Kreate Ink, Incorporated (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities 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 _____, 2018, unless terminated as specified in Section 8 and 9 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 _____, 2018 Through _____, 2020, which period encompasses the Initial Term, Option Year 1 and Option Year 2.

3. 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 Thirty Three Thousand Seven Hundred Eighty Five Dollars and Twenty Cents (\$33,785.20), 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.

4. 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.

5. 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.

6. 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: Contracts Manager
Eugenia Pinheiro
Eugenia.pinheiro@omnitrans.org

To CONTRACTOR:

Kreate Ink, Incorporated
12831 Muscatine Street
Pacoima, CA 91331
Attn: President
Tirell Lazada-Smith
tirrell@kreateink.com

7. 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: Omar Bryant

- 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>
Tirrell Lazada-Smith	President
_____	_____
_____	_____
_____	_____

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.

8. 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.

9. 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.

10. 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. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

11. 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.

12. 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	N/A
<hr/>	<hr/>
<hr/>	<hr/>

13. 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.

14. INSURANCE

Throughout the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance coverage, which shall be full-coverage insurance not subject to self-insurance provisions. CONTRACTOR shall not of its own initiative cause such insurance to be canceled or materially changed during the term of this Agreement.

- A. **Commercial General Liability including Products/Completed Operations:** \$1,000,000 per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Endorsement naming Omnitrans as Additional Insured.*
- B. **Automobile Liability:** \$1,000,000 combined single limit bodily and property damage liability per accident; *Endorsement naming Omnitrans as Additional Insured.*
- C. **Workers' Compensation:** statutory limits or, a State-Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California; *waiver of subrogation that includes Omnitrans.*

Additional Insured:

Omnitrans, its officers, officials, employees, agents, and volunteers.

15. INDEMNITY

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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).

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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 Requirements, (4) Attachment C Pricing (5) provisions of RFQ-MNT15-06 and (6) CONTRACTOR's bid dated December 3, 2014.

37. 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

KREATE INK, INCORPORATED

P. SCOTT GRAHAM
CEO/General Manager

TIRRELL LAZADA-SMITH
PRESIDENT

DATE

DATE

Federal Tax I.D. No. 46-0964557

DECALS

1. GENERAL

1. Omnitrans is seeking bids for the printing of custom and standard transit decals to be ordered on an on-needed basis, with no guarantee of usage. It is Omnitrans' intention to award to the most responsible and responsive firm(s) with the lowest quote. The award of items identified on this solicitation may be split between suppliers based on the overall benefit to Omnitrans. It is Omnitrans' intention to award a bench award to more than one vendor based on price and availability.
2. The minimum annual quantities stated below are based on the Agency's past usage. There is no guarantee of usage and orders will be based on the Agency's needs.
3. Omnitrans will give a minimum of twenty-four (24) hours advance notice when an order is to be processed. Standard lead times vary depending on the material required. The Contractor shall provide lead time at the time of order. All lead times will be based on calendar days.
3. Existing decals or copies of existing decals will be provided to successful bidder with notations of corrections needed. Proofs may be required from successful bidder prior to production. Electronic files of all documents will be required and shall become property of Omnitrans.
4. Pricing for line items must include all indirect and direct costs, exclusive of tax.
6. This Request for Quote contains two (2) separate sections with specific instructions for each section.
7. Pricing shall include all direct costs, indirect costs, fees, delivery, and freight costs.
8. Decal design patterns, graphics and/or patterns used to manufacture the decals shall become the property of Omnitrans.
9. Omnitrans reserves the right to add or delete decals as the need arises.

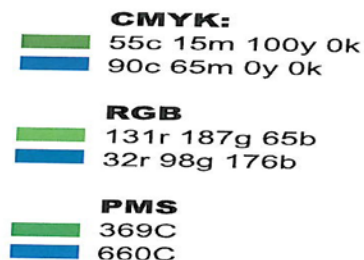
III. STANDARD TRANSIT DECALS

- A. Standard transit decals provide various signage for passenger safety and on-board instructional use. Designs must duplicate current design. It shall be the Contractor's responsibility to ensure products (decals/logos) proposed meet or exceeds the current specifications. The approximate measurements, pictures and scanned decals, included in this solicitation are intended only as a guide.
1. All decals should be made of PVC Film, meeting American Public Transportation Association (APTA) 002-98 standards.
 2. Material must comply to the APTA 002-98 standards.
 3. Selected decals are made from a glow in the dark film made from PVC Luminescent Film, or approved equal.
 4. All decals need the back covered with Avery 900 or equivalent adhesive with select decals to have NITTO5000NS, or equivalent adhesive and a cover to keep adhesive tacky.
 5. All adhesive decals are in various sizes ranging from ½" inch to 50 inches.
 6. All decals should be legible, and keep appearance for at least 5 years.
 7. Samples for approval should be submitted before production starts.
 8. Contractor shall provide Train the Trainer, or propose/include information on the care and maintenance of the decals.
 9. Without Contractor's name or reference to their company, Contractor shall provide in print an USB digital copy of negatives and drawings, including material used and ink used for the various decals. For Example: 3M680-10 Kiss-cut, etc.
 10. Warranty of decals shall include a shelf-life (under recommended conditions), of at least five (5) years.
 11. The Contractor shall provide an initial layout, and provide samples of decal material that meets the specifications within ten (10) business days or agreed upon timeframe. Omnitrans reserves the right to add or delete decal options, and inspect all aspects of the manufacturing process.
 12. Examples of standard transit decals and estimated are as follows:

IV. CUSTOM COLORS / OMNITRANS LOGO

- A. Omnitrans recently has undergone a rebranding and, as-needed requires the newly designed logo decals. The design must duplicate current design. It shall be the Contractors responsibility to ensure that the product (decals/logos) they propose meets or exceeds the specifications. Due to the need for logo consistency, these decals will be awarded to a single Contractor. **Decal sizes are ESTIMATED. Prior to any development, Contractor's representative must confirm decal size. Award of Omnitrans' Brand Logo will be made to ONE vendor to ensure color and size consistency throughout the fleet.**

1. All decals should be made of 3M Controltac Graphic Marking System, or an approved equal.
2. Selected decals are made from a glow in the dark film made from PVC Luminescent Film, or rated equivalent.
3. All adhesive decals are in varies sizes.
4. All decals should be legible, and keep appearance for a period of not less than 5 years.
5. Samples for approval should be submitted before production starts.
6. Train the trainer on all aspects of the care and maintenance of the decals.
7. Without Contractor's name or reference to their company, contract shall provide in print and USB digital copy of negatives and drawings, including material used and ink used for the various decals. For Example: 3M680-10 Kiss-cut, etc.
8. Warranty of decals shall include shelf-life (under recommended conditions), of at least five (5) years.
9. The Contractor shall provide an initial layout, and provide samples of decal material that meets the specifications within ten (10) days or agreed upon. Omnitrans reserves the right to add or delete options, and inspect all aspects of the process.
10. Omnitrans' logo colors are:



DECALS

	PART DESCRIPTION	APPROXIMATE SIZE (inches unless otherwise notated)	ESTIMATED YR. USAGE
1	KNEELING BUS	4 7/8 X 2	25
2	2. PLACE FRONT WHEEL HERE	8 X 13/16	100
3	WARNING USE OF THIS SECUREMENT SYSTEM	7 1/2 X 2	50
4	FIRE EXTINGUISHER	6 1/2 X 1 1/2	100
5	EMERGENCY EXIT	1 9/16 X 5 1/2	25
6	SALIDA DE EMERGENCIA	1 9/16 X 5 1/2	10
7	INTENTIONALLY LEFT BLANK		
8	MANUAL SHUT-OFF VALVE	2 1/2 X 1 1/2	100
9	AIR TANK DRAIN	2 7/16 X 2 1/4	100
10	EMERGENCY SHUT-OFF VALVE	2 7/8 X 1 15/16	100
11	EMERGENCY EXIT INSTRUCTIONS	9 X 1 1/16	10
12	EMERGENCY EXIT INSTRUCTIONS	9 X 1 1/16	10
13	NEAREST EMERGENCY EXIT	9 X 1 1/16	10
14	EMERGENCY EXIT INSTRUCTIONS	9 X 1 1/16	10
15	1-WAY FARES	4 1/4 X 8 1/2	200
16	3. PULL HOOK OUT AND OVER TIRE	10 1/2 X 3/4	200
17	BATTERY CUT-OFF	5 3/4 x 3	50
18	NO SHOES	6 5/8 x 5 11/16	25
19	WHEELCHAIR SYMBOL	5 7/8 x 5 13/16	100
20	EXACT CHANGE ONLY	6 x 6	200
21	INTENTIONALLY LEFT BLANK		
22	ARROWS UP	5 1/16 x 1 3/16	20
23	PUSH TAPE TO SIGNAL FOR STOP	4 3/8 x 1	150
24	EMERGENCY MANUAL SHUT OFF VALVE	6 7/16 x 1 1/4	100
25	PUSH TAPE TO SIGNAL FOR STOP	1/2 x 6	150
26	PRESIONE CINTA PARA AVISAR SU PARADA	1/2 x 6	50
27	FARE CODES	6 x 2	50
28	PLEASE REMAIN IN SECUREMENT DEVICE	5 x 3	200
29	TO OPEN DOORS MANUALLY	5 1/2 x 4 3/4	100
30	WHEELCHAIR SECUREMENT LOCATION	8 15/16 x 3 3/8	200
31	INTENTIONALLY LEFT BLANK		
32	WHEELCHAIR SECUREMENT	7 1/2 x 2 1/2	200
33	DRIVERS HEAT OUTLET	2 1/2 x 1 1/2	100
34	FIRE EXTINGUISHER INSIDE	4 x 4	100
35	PUSH TAPE TO SIGNAL FOR STOP	1 9/16 x 4 3/8	200
36	RAMP	3 1/2 x 1 1/4	50
37	IN CASE OF FIRE	3 7/8 x 2 5/16	50
38	ARROW DECAL	3 x 9 3/4	50

DECALS

39	DO NOT DRILL HERE ELECTRICAL CABLES	3 13/16 X 1 1/4	100
40	PULL HANDLE TO FOLD RACK	12 15/16 X 1 3/4	100
41	PLEASE OFFER THESE SEATS TO ELDERLY	8 7/8 X 3 7/16	200
42	WATCH YOUR STEP	11 1/4 X 2	200
43	FIRE EXTINGUISHER	12 15/16 X 4 1/2	100
44	SALIDA DE EMERGENCIA	12 1/4 X 4 3/4	25
45	UNODORIZED CNG	9 1/2 X 9 1/2	50
46	CA-40428	14 X 2 1/8	50
47	WATCH YOUR STEP	18 X 1 1/2	200
48	WATCH YOUR STEP	18 X 2 13/16	200
49	BLUE AND SILVER REFLECTIVE	15 3/4 X 4	50
50	BLUE AND SILVER REFLECTIVE	50 5/8 X 4	50
51	BLUE WITH REFLECTIVE NUMBER 0	5 X 5	280
52	BLUE WITH REFLECTIVE NUMBER 1	5 X 5	350
53	BLUE WITH REFLECTIVE NUMBER 2	5 X 5	190
54	BLUE WITH REFLECTIVE NUMBER 3	5 X 5	100
55	BLUE WITH REFLECTIVE NUMBER 4	5 X 5	65
56	BLUE WITH REFLECTIVE NUMBER 5	5 X 5	80
57	BLUE WITH REFLECTIVE NUMBER 6	5 X 5	70
58	BLUE WITH REFLECTIVE NUMBER 7	5 X 5	50
59	BLUE WITH REFLECTIVE NUMBER 8	5 X 5	55
60	BLUE WITH REFLECTIVE NUMBER 9	5 X 5	50
61	Blue with Number 0	1 1/2 x 2	280
62	Blue with Number 1	1 1/2 x 2	350
63	Blue with Number 2	1 1/2 x 2	190
64	Blue with Number 3	1 1/2 x 2	100
65	Blue with Number 4	1 1/2 x 2	65
66	Blue with Number 5	1 1/2 x 2	80
67	Blue with Number 6	1 1/2 x 2	70
68	Blue with Number 7	1 1/2 x 2	50
69	Blue with Number 8	1 1/2 x 2	55
70	Blue with Number 9	1 1/2 x 2	50
71	Blue with Number 0	1 1/2 x 2 3/4	280
72	Blue with Number 1	1 1/2 x 2 3/4	350

DECALS

73	Blue with Number 2	$1 \frac{1}{2} \times 2 \frac{3}{4}$	190
74	Blue with Number 3	$1 \frac{1}{2} \times 2 \frac{3}{4}$	100
75	Blue with Number 4	$1 \frac{1}{2} \times 2 \frac{3}{4}$	65
76	Blue with Number 5	$1 \frac{1}{2} \times 2 \frac{3}{4}$	80
77	Blue with Number 6	$1 \frac{1}{2} \times 2 \frac{3}{4}$	70
78	Blue with Number 7	$1 \frac{1}{2} \times 2 \frac{3}{4}$	50
79	Blue with Number 8	$1 \frac{1}{2} \times 2 \frac{3}{4}$	55
80	Blue with Number 9	$1 \frac{1}{2} \times 2 \frac{3}{4}$	50
81	Blue with Number 0	$3 \frac{1}{4} \times 4 \frac{1}{4}$	280
82	Blue with Number 1	$3 \frac{1}{4} \times 4 \frac{1}{4}$	350
83	Blue with Number 2	$3 \frac{1}{4} \times 4 \frac{1}{4}$	190
84	Blue with Number 3	$3 \frac{1}{4} \times 4 \frac{1}{4}$	100
85	Blue with Number 4	$3 \frac{1}{4} \times 4 \frac{1}{4}$	65
86	Blue with Number 5	$3 \frac{1}{4} \times 4 \frac{1}{4}$	80
87	Blue with Number 6	$3 \frac{1}{4} \times 4 \frac{1}{4}$	70
88	Blue with Number 7	$3 \frac{1}{4} \times 4 \frac{1}{4}$	50
89	Blue with Number 8	$3 \frac{1}{4} \times 4 \frac{1}{4}$	55
90	Blue with Number 9	$3 \frac{1}{4} \times 4 \frac{1}{4}$	50
91	Blue with Number 0	$4 \frac{1}{4} \times 5 \frac{1}{4}$	280
92	Blue with Number 1	$4 \frac{1}{4} \times 5 \frac{1}{4}$	350
93	Blue with Number 2	$4 \frac{1}{4} \times 5 \frac{1}{4}$	190
94	Blue with Number 3	$4 \frac{1}{4} \times 5 \frac{1}{4}$	100
95	Blue with Number 4	$4 \frac{1}{4} \times 5 \frac{1}{4}$	65
96	Blue with Number 5	$4 \frac{1}{4} \times 5 \frac{1}{4}$	80
97	Blue with Number 6	$4 \frac{1}{4} \times 5 \frac{1}{4}$	70

DECALS

98	Blue with Number 7	4 ¼ x 5 ¼	50
99	Blue with Number 8	4 ¼ x 5 ¼	55
100	Blue with Number 9	4 ¼ x 5 ¼	50
101	White Number 0	4 x 4	280
102	White Number 1	4 x 4	350
103	White Number 2	4 x 4	190
104	White Number 3	4 x 4	100
105	White Number 4	4 x 4	65
106	White Number 5	4 x 4	80
107	White Number 6	4 x 4	70
108	White Number 7	4 x 4	50
109	White Number 8	4 x 4	55
110	White Number 9	4 x 4	50
111	White Number 0	5 x 5	280
112	White Number 1	5 x 5	350
113	White Number 2	5 x 5	190
114	White Number 3	5 x 5	100
115	White Number 4	5 x 5	65
116	White Number 5	5 x 5	80
117	White Number 6	5 x 5	70
118	White Number 7	5 x 5	50
119	White Number 8	5 x 5	55
120	White Number 9	5 x 5	50
121	Bus Logo Side (white)	10 x 9.5	25
122	Bus Logo Front (color)	4.75 x 23.125	25

DECALS

123	Bus Logo Front (color)	6.125 x 29	25
124	Bus Logo Side (color)	15.4 x 16.66	25
125	Bus Logo Side (color)	10 x 9.5	25
126	Bus Top Logo (color)	9.97 x 48.5	25
127	Connecting our Community (white)	6' x 75	25
128	Connecting our Community (blue)	6' x 75	25
129	Bus Logo Rear (color)	11.2 x 18.875	25
130	Bus Top Omnitrans (white)	12' x 75	25
131	Bus Top Omnitrans (blue)	12' x 75	25
132	Access Arrow	14 x 5	25
133	Access Arrow	23 x 8	25
134	Access Arrow	32 x 11.5	25
135	Access Arrow	39 x 14	25
136	Access Word	10.5 x 3	25
137	Access Word	18 x 4.75	25
138	Access Word	26 x 7	25
139	Access Word	32 x 8.5	52

ATTACHMENT B

REGULATORY REQUIREMENTS

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

ITEM #E10 MNT15-06, DECALS

ITEM #F4 MNT15-99 –JANITORIAL SERVICES

Attachment B

REGULATORY REQUIREMENT

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REGULATORY REQUIREMENTS

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

RR-01

ADMINISTRATIVE CODE *

A. Applicability

This Article applies to all contracts.

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

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

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

C. Campaign Contributions

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

RR-02
DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

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

RR-03
WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.

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

RR-04
PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

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

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

RR-05

ACCESS TO RECORDS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor agrees to provide Omnitrans, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Omnitrans, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Omnitrans, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

RR-06

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

A. Applicability

This Article applies to all federally funded contracts.

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

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

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

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

RR-07

ENERGY CONSERVATION REQUIREMENTS

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

RR-08

CIVIL RIGHTS REQUIREMENTS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national

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

C. Equal Employment Opportunity

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

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

This Article applies to all federally funded contracts.

- B. Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Omnitrans, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

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

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

This Article applies to all federally funded contracts.

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

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

RR-11

SUSPENSION AND DEBARMENT*

A. Applicability

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

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

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

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

RR-12

RECYCLED PRODUCTS

A. Applicability

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

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

RR-13

CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. Applicability

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

B. CLEAN WATER REQUIREMENTS

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

C. CLEAN AIR

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

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

RR-14

COMPLIANCE WITH FEDERAL LOBBYING POLICY *

A. Applicability

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

- B. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with

non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Omnitrans.

RR-15

BUY AMERICA *

A. Applicability

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

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

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

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

RR-16

CARGO PREFERENCE*

A. Applicability

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

B. USE OF UNITED STATES FLAG VESSELS

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

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

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

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

RR-17 FLY AMERICA

A. Applicability

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

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

RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *

A. Applicability

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

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

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

RR-19

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Disadvantaged Business Enterprises

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

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

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

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

RR-20

ADA ACCESS

A. Applicability

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

B. Access Requirements for Persons with Disabilities

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;
2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;
4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and

5. All applicable requirements of the following regulations and any subsequent amendments thereto:
- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
 - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
 - (11) Any implementing requirements FTA may issue.

RR-21

ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM *

A. Applicability

This Article applies to federally funded contracts for transit operations.

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

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

C. Certificate of Compliance

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

D. Drug and Alcohol Testing Program

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

E. Alcohol and Drug Free Workplace Program

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

RR-22

TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS *

A. Applicability

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

B. General Transit Employee Protective Requirements

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

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

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

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

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

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

E. Indemnity

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

**RR-23
BONDING REQUIREMENTS**

Applicability to Contracts

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

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

**RR-24
DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

Background and Application

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

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

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

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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PRIVACY ACT - 5 U.S.C. 552

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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

Applicability to Contracts

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

Flow Down

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

- a. **Termination for Convenience (General Provision)** Omnitrans may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Omnitrans to be paid the Contractor. If the Contractor has any property in its possession belonging to the Omnitrans, the Contractor will account for the same, and dispose of it in the manner the Omnitrans directs.
- b. **Opportunity to Cure (General Provision)** Omnitrans in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an

appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

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

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

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

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

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

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

Applicability to Contracts

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

Flow Down

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

Model Clauses/Language

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

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

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

Applicability to Contracts

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

Flow Down

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

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

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

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

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

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

RR-29

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 - PRICE LIST									
MNT15-06									
DECALS									
			Three (3) Year Base Period			Option Year 1		Option Year 2	
Item Num	Description	Unit of Measure	Quantity	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
1	KNEELING BUS	EA	25	\$0.30	\$7.50	\$0.30	\$7.50	\$0.30	\$7.50
2	2. PLACE FRONT WHEEL HERE	EA	100	\$0.32	\$32.00	\$0.32	\$32.00	\$0.32	\$32.00
3	WARNING USE OF THIS SECUREMENT SYSTEM	EA	50	\$0.47	\$23.50	\$0.47	\$23.50	\$0.47	\$23.50
4	FIRE EXTINGUISHER	EA	100	\$0.25	\$25.00	\$0.25	\$25.00	\$0.25	\$25.00
5	EMERGENCY EXIT	EA	25	\$0.25	\$6.25	\$0.25	\$6.25	\$0.25	\$6.25
6	SALIDA DE EMERGENCIA	EA	10	\$0.25	\$2.50	\$0.25	\$2.50	\$0.25	\$2.50
7	THIS LINE INTENTIONALLY LEFT BLANK	EA	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	MANUAL SHUT-OFF VALVE	EA	100	\$0.18	\$18.00	\$0.18	\$18.00	\$0.18	\$18.00
9	AIR TANK DRAIN	EA	100	\$0.25	\$25.00	\$0.25	\$25.00	\$0.25	\$25.00
10	EMERGENCY SHUT-OFF VALVE	EA	100	\$0.25	\$25.00	\$0.25	\$25.00	\$0.25	\$25.00
11	EMERGENCY EXIT INSTRUCTIONS	EA	10	\$0.30	\$3.00	\$0.30	\$3.00	\$0.30	\$3.00
12	EMERGENCY EXIT INSTRUCTIONS	EA	10	\$0.30	\$3.00	\$0.30	\$3.00	\$0.30	\$3.00
13	NEAREST EMERGENCY EXIT	EA	10	\$0.30	\$3.00	\$0.30	\$3.00	\$0.30	\$3.00
14	EMERGENCY EXIT INSTRUCTIONS	EA	10	\$0.30	\$3.00	\$0.30	\$3.00	\$0.30	\$3.00
15	1-WAY FARES	EA	200	\$0.76	\$152.00	\$0.76	\$152.00	\$0.76	\$152.00
16	3. PULL HOOK OUT AND OVER TIRE	EA	200	\$0.29	\$58.00	\$0.29	\$58.00	\$0.29	\$58.00
17	BATTERY CUT-OFF	EA	50	\$0.49	\$24.50	\$0.49	\$24.50	\$0.49	\$24.50
18	NO SHOES	EA	25	\$0.95	\$23.75	\$0.95	\$23.75	\$0.95	\$23.75
19	WHEELCHAIR SYMBOL	EA	100	\$0.97	\$97.00	\$0.97	\$97.00	\$0.97	\$97.00
20	EXACT CHANGE ONLY	EA	200	\$1.18	\$236.00	\$1.18	\$236.00	\$1.18	\$236.00
21	THIS LINE INTENTIONALLY LEFT BLANK	EA	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	ARROWS UP	EA	20	\$0.27	\$5.40	\$0.27	\$5.40	\$0.27	\$5.40
23	PUSH TAPE TO SIGNAL FOR STOP	EA	150	\$0.22	\$33.00	\$0.22	\$33.00	\$0.22	\$33.00
24	EMERGENCY MANUAL SHUT OFF VALVE	EA	100	\$0.25	\$25.00	\$0.25	\$25.00	\$0.25	\$25.00
25	PUSH TAPE TO SIGNAL FOR STOP	EA	150	\$0.22	\$33.00	\$0.22	\$33.00	\$0.22	\$33.00
26	PRESIONE CINTA PARA AVISAR SU PARADA	EA	50	\$0.22	\$11.00	\$0.22	\$11.00	\$0.22	\$11.00
27	FARE CODES	EA	50	\$0.30	\$15.00	\$0.30	\$15.00	\$0.30	\$15.00
28	PLEASE REMAIN IN SECUREMENT DEVICE	EA	200	\$0.42	\$84.00	\$0.42	\$84.00	\$0.42	\$84.00
29	TO OPEN DOORS MANUALLY	EA	100	\$1.10	\$110.00	\$1.10	\$110.00	\$1.10	\$110.00
30	WHEELCHAIR SECUREMENT LOCATION	EA	200	\$0.95	\$190.00	\$0.95	\$190.00	\$0.95	\$190.00
31	THIS LINE INTENTIONALLY LEFT BLANK	EA	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32	WHEELCHAIR SECUREMENT	EA	200	\$0.95	\$190.00	\$0.95	\$190.00	\$0.95	\$190.00
33	DRIVERS HEAT OUTLET	EA	100	\$0.20	\$20.00	\$0.20	\$20.00	\$0.20	\$20.00
34	FIRE EXTINGUISHER INSIDE	EA	100	\$0.49	\$49.00	\$0.49	\$49.00	\$0.49	\$49.00

35	PUSH TAPE TO SIGNAL FOR STOP	EA	200	\$0.25	\$50.00	\$0.25	\$50.00	\$0.25	\$50.00
36	RAMP	EA	50	\$0.22	\$11.00	\$0.22	\$11.00	\$0.22	\$11.00
37	IN CASE OF FIRE	EA	50	\$0.36	\$18.00	\$0.36	\$18.00	\$0.36	\$18.00
38	ARROW DECAL	EA	50	\$0.85	\$42.50	\$0.85	\$42.50	\$0.85	\$42.50
39	DO NOT DRILL HERE ELECTRICAL CABLES	EA	100	\$0.27	\$27.00	\$0.27	\$27.00	\$0.27	\$27.00
40	PULL HANDLE TO FOLD RACK	EA	100	\$0.27	\$27.00	\$0.27	\$27.00	\$0.27	\$27.00
41	PLEASE OFFER THESE SEATS TO ELDERLY	EA	200	\$1.39	\$278.00	\$1.39	\$278.00	\$1.39	\$278.00
42	WATCH YOUR STEP	EA	200	\$0.40	\$80.00	\$0.40	\$80.00	\$0.40	\$80.00
43	FIRE EXTINGUISHER	EA	100	\$1.15	\$115.00	\$1.15	\$115.00	\$1.15	\$115.00
44	SALIDA DE EMERGENCIA	EA	25	\$1.05	\$26.25	\$1.05	\$26.25	\$1.05	\$26.25
45	UNODORIZED CNG	EA	50	\$2.25	\$112.50	\$2.25	\$112.50	\$2.25	\$112.50
46	CA-40428	EA	50	\$0.88	\$44.00	\$0.88	\$44.00	\$0.88	\$44.00
47	WATCH YOUR STEP	EA	200	\$0.75	\$150.00	\$0.75	\$150.00	\$0.75	\$150.00
48	WATCH YOUR STEP	EA	200	\$0.88	\$176.00	\$0.88	\$176.00	\$0.88	\$176.00
49	BLUE AND SILVER REFLECTIVE	EA	50	\$2.80	\$140.00	\$2.80	\$140.00	\$2.80	\$140.00
50	BLUE AND SILVER REFLECTIVE	EA	50	\$4.80	\$240.00	\$4.80	\$240.00	\$4.80	\$240.00
51	BLUE WITH REFLECTIVE NUMBER 0	EA	280	\$0.95	\$266.00	\$0.95	\$266.00	\$0.95	\$266.00
52	BLUE WITH REFLECTIVE NUMBER 1	EA	350	\$0.95	\$332.50	\$0.95	\$332.50	\$0.95	\$332.50
53	BLUE WITH REFLECTIVE NUMBER 2	EA	190	\$0.95	\$180.50	\$0.95	\$180.50	\$0.95	\$180.50
54	BLUE WITH REFLECTIVE NUMBER 3	EA	100	\$0.95	\$95.00	\$0.95	\$95.00	\$0.95	\$95.00
55	BLUE WITH REFLECTIVE NUMBER 4	EA	65	\$0.95	\$61.75	\$0.95	\$61.75	\$0.95	\$61.75
56	BLUE WITH REFLECTIVE NUMBER 5	EA	80	\$0.95	\$76.00	\$0.95	\$76.00	\$0.95	\$76.00
57	BLUE WITH REFLECTIVE NUMBER 6	EA	70	\$0.95	\$66.50	\$0.95	\$66.50	\$0.95	\$66.50
58	BLUE WITH REFLECTIVE NUMBER 7	EA	50	\$0.95	\$47.50	\$0.95	\$47.50	\$0.95	\$47.50
59	BLUE WITH REFLECTIVE NUMBER 8	EA	55	\$0.95	\$52.25	\$0.95	\$52.25	\$0.95	\$52.25
60	BLUE WITH REFLECTIVE NUMBER 9	EA	50	\$0.95	\$47.50	\$0.95	\$47.50	\$0.95	\$47.50
61	Blue with Number 0	EA	280	\$0.22	\$61.60	\$0.22	\$61.60	\$0.22	\$61.60
62	Blue with Number 1	EA	350	\$0.22	\$77.00	\$0.22	\$77.00	\$0.22	\$77.00
63	Blue with Number 2	EA	190	\$0.22	\$41.80	\$0.22	\$41.80	\$0.22	\$41.80
64	Blue with Number 3	EA	100	\$0.22	\$22.00	\$0.22	\$22.00	\$0.22	\$22.00
65	Blue with Number 4	EA	65	\$0.22	\$14.30	\$0.22	\$14.30	\$0.22	\$14.30
66	Blue with Number 5	EA	80	\$0.22	\$17.60	\$0.22	\$17.60	\$0.22	\$17.60
67	Blue with Number 6	EA	70	\$0.22	\$15.40	\$0.22	\$15.40	\$0.22	\$15.40
68	Blue with Number 7	EA	50	\$0.22	\$11.00	\$0.22	\$11.00	\$0.22	\$11.00
69	Blue with Number 8	EA	55	\$0.22	\$12.10	\$0.22	\$12.10	\$0.22	\$12.10
70	Blue with Number 9	EA	50	\$0.22	\$11.00	\$0.22	\$11.00	\$0.22	\$11.00
71	Blue with Number 0	EA	280	\$0.25	\$70.00	\$0.25	\$70.00	\$0.25	\$70.00
72	Blue with Number 1	EA	350	\$0.25	\$87.50	\$0.25	\$87.50	\$0.25	\$87.50
73	Blue with Number 2	EA	190	\$0.25	\$47.50	\$0.25	\$47.50	\$0.25	\$47.50

74	Blue with Number 3	EA	100	\$0.25	\$25.00	\$0.25	\$25.00	\$0.25	\$25.00
75	Blue with Number 4	EA	65	\$0.25	\$16.25	\$0.25	\$16.25	\$0.25	\$16.25
76	Blue with Number 5	EA	80	\$0.25	\$20.00	\$0.25	\$20.00	\$0.25	\$20.00
77	Blue with Number 6	EA	70	\$0.25	\$17.50	\$0.25	\$17.50	\$0.25	\$17.50
78	Blue with Number 7	EA	50	\$0.25	\$12.50	\$0.25	\$12.50	\$0.25	\$12.50
79	Blue with Number 8	EA	55	\$0.25	\$13.75	\$0.25	\$13.75	\$0.25	\$13.75
80	Blue with Number 9	EA	50	\$0.25	\$12.50	\$0.25	\$12.50	\$0.25	\$12.50
81	Blue with Number 0	EA	280	\$0.54	\$151.20	\$0.54	\$151.20	\$0.54	\$151.20
82	Blue with Number 1	EA	350	\$0.54	\$189.00	\$0.54	\$189.00	\$0.54	\$189.00
83	Blue with Number 2	EA	190	\$0.54	\$102.60	\$0.54	\$102.60	\$0.54	\$102.60
84	Blue with Number 3	EA	100	\$0.54	\$54.00	\$0.54	\$54.00	\$0.54	\$54.00
85	Blue with Number 4	EA	65	\$0.54	\$35.10	\$0.54	\$35.10	\$0.54	\$35.10
86	Blue with Number 5	EA	80	\$0.54	\$43.20	\$0.54	\$43.20	\$0.54	\$43.20
87	Blue with Number 6	EA	70	\$0.54	\$37.80	\$0.54	\$37.80	\$0.54	\$37.80
88	Blue with Number 7	EA	50	\$0.54	\$27.00	\$0.54	\$27.00	\$0.54	\$27.00
89	Blue with Number 8	EA	55	\$0.54	\$29.70	\$0.54	\$29.70	\$0.54	\$29.70
90	Blue with Number 9	EA	50	\$0.54	\$27.00	\$0.54	\$27.00	\$0.54	\$27.00
91	Blue with Number 0	EA	280	\$0.79	\$221.20	\$0.79	\$221.20	\$0.79	\$221.20
92	Blue with Number 1	EA	350	\$0.79	\$276.50	\$0.79	\$276.50	\$0.79	\$276.50
93	Blue with Number 2	EA	190	\$0.79	\$150.10	\$0.79	\$150.10	\$0.79	\$150.10
94	Blue with Number 3	EA	100	\$0.79	\$79.00	\$0.79	\$79.00	\$0.79	\$79.00
95	Blue with Number 4	EA	65	\$0.79	\$51.35	\$0.79	\$51.35	\$0.79	\$51.35
96	Blue with Number 5	EA	80	\$0.79	\$63.20	\$0.79	\$63.20	\$0.79	\$63.20
97	Blue with Number 6	EA	70	\$0.79	\$55.30	\$0.79	\$55.30	\$0.79	\$55.30
98	Blue with Number 7	EA	50	\$0.79	\$39.50	\$0.79	\$39.50	\$0.79	\$39.50
99	Blue with Number 8	EA	55	\$0.79	\$43.45	\$0.79	\$43.45	\$0.79	\$43.45
100	Blue with Number 9	EA	50	\$0.79	\$39.50	\$0.79	\$39.50	\$0.79	\$39.50
101	White Number 0	EA	280	\$0.36	\$100.80	\$0.36	\$100.80	\$0.36	\$100.80
102	White Number 1	EA	350	\$0.36	\$126.00	\$0.36	\$126.00	\$0.36	\$126.00
103	White Number 2	EA	190	\$0.36	\$68.40	\$0.36	\$68.40	\$0.36	\$68.40
104	White Number 3	EA	100	\$0.36	\$36.00	\$0.36	\$36.00	\$0.36	\$36.00
105	White Number 4	EA	65	\$0.36	\$23.40	\$0.36	\$23.40	\$0.36	\$23.40
106	White Number 5	EA	80	\$0.36	\$28.80	\$0.36	\$28.80	\$0.36	\$28.80
107	White Number 6	EA	70	\$0.36	\$25.20	\$0.36	\$25.20	\$0.36	\$25.20
108	White Number 7	EA	50	\$0.36	\$18.00	\$0.36	\$18.00	\$0.36	\$18.00
109	White Number 8	EA	55	\$0.36	\$19.80	\$0.36	\$19.80	\$0.36	\$19.80
110	White Number 9	EA	50	\$0.36	\$18.00	\$0.36	\$18.00	\$0.36	\$18.00
111	White Number 0	EA	280	\$0.81	\$226.80	\$0.81	\$226.80	\$0.81	\$226.80
112	White Number 1	EA	350	\$0.81	\$283.50	\$0.81	\$283.50	\$0.81	\$283.50

113	White Number 2	EA	190	\$0.81	\$153.90	\$0.81	\$153.90	\$0.81	\$153.90
114	White Number 3	EA	100	\$0.81	\$81.00	\$0.81	\$81.00	\$0.81	\$81.00
115	White Number 4	EA	65	\$0.81	\$52.65	\$0.81	\$52.65	\$0.81	\$52.65
116	White Number 5	EA	80	\$0.81	\$64.80	\$0.81	\$64.80	\$0.81	\$64.80
117	White Number 6	EA	70	\$0.81	\$56.70	\$0.81	\$56.70	\$0.81	\$56.70
118	White Number 7	EA	50	\$0.81	\$40.50	\$0.81	\$40.50	\$0.81	\$40.50
119	White Number 8	EA	55	\$0.81	\$44.55	\$0.81	\$44.55	\$0.81	\$44.55
120	White Number 9	EA	50	\$0.81	\$40.50	\$0.81	\$40.50	\$0.81	\$40.50
121	Bus Log Side (white)	EA	25	\$2.50	\$62.50	\$2.50	\$62.50	\$2.50	\$62.50
122	Bus Logo Front (color)	EA	25	\$4.41	\$110.25	\$4.41	\$110.25	\$4.41	\$110.25
123	Bus Logo Front (color)	EA	25	\$2.75	\$68.75	\$2.75	\$68.75	\$2.75	\$68.75
124	Bus Logo Side (color)	EA	25	\$3.39	\$84.75	\$3.39	\$84.75	\$3.39	\$84.75
125	Bus Logo Side (color)	EA	25	\$2.61	\$65.25	\$2.61	\$65.25	\$2.61	\$65.25
126	Bus Top Logo (color)	EA	25	\$4.20	\$105.00	\$4.20	\$105.00	\$4.20	\$105.00
127	Connecting our Community (white)	EA	25	\$4.20	\$105.00	\$4.20	\$105.00	\$4.20	\$105.00
128	Connecting our Community (blue)	EA	25	\$4.20	\$105.00	\$4.20	\$105.00	\$4.20	\$105.00
129	Bus Log Rear (color)	EA	25	\$5.48	\$137.00	\$5.48	\$137.00	\$5.48	\$137.00
130	Bus Top Omnitrans (white)	EA	25	\$7.10	\$177.50	\$7.10	\$177.50	\$7.10	\$177.50
131	Bus Top Omnitrans (blue)	EA	25	\$7.10	\$177.50	\$7.10	\$177.50	\$7.10	\$177.50
132	Access Arrow	EA	25	\$3.10	\$77.50	\$3.10	\$77.50	\$3.10	\$77.50
133	Access Arrow	EA	25	\$4.12	\$103.00	\$4.12	\$103.00	\$4.12	\$103.00
134	Access Arrow	EA	25	\$4.10	\$102.50	\$4.10	\$102.50	\$4.10	\$102.50
135	Access Arrow	EA	25	\$13.06	\$326.50	\$13.06	\$326.50	\$13.06	\$326.50
136	Access Word	EA	25	\$1.62	\$40.50	\$1.62	\$40.50	\$1.62	\$40.50
137	Access Word	EA	25	\$2.34	\$58.50	\$2.34	\$58.50	\$2.34	\$58.50
138	Access Word	EA	25	\$8.65	\$216.25	\$8.65	\$216.25	\$8.65	\$216.25
139	Access Word	EA	25	\$6.11	\$152.75	\$6.11	\$152.75	\$6.11	\$152.75
	Total				\$31,210.36		\$10,403.45		\$10,403.45

ITEM # E11

DATE: February 4, 2015

TO: Board Alan Wapner & 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-OPS15-103**
40-FOOT COMPRESSED NATURAL GAS (CNG) BUSES

FORM MOTION

Authorize the CEO/General Manager to take the lead on a joint procurement for the provision of 40-Foot Compressed Natural Gas (CNG) Buses and release Request for Proposals RFP-MNT15-103 on behalf of the Cities of Elk Grove, Montebello, and Torrance, and the County of Stanislaus. The solicitation includes the quantities and options for each agency separate. Omnitrans seeks proposals to purchase fifteen (15) buses with the option to purchase up to 60 additional buses over the 5-year period ending September 30, 2020.

BACKGROUND

Under Federal Transit Administration's (FTA) guidelines, Omnitrans' 40-foot buses must be replaced when its service life exceeds 12-years of service or 500,000 service miles. Omnitrans has identified up to seventy-five (75) buses near the vehicle replacement requirements over the next five years and will seek an estimated fifteen (15) replacement buses per year.

Omnitrans will act as the lead Agency on a joint procurement with the City of Elk Grove, City of Montebello, City of Torrance, and County of Stanislaus (Agencies) for the manufacture and delivery of 40-Foot Low Floor Compressed Natural Gas (CNG) Transit Buses. Omnitrans will facilitate the procurement; however, the evaluation and award decisions will be made by each Agency.

FUNDING SOURCE

The required capital will be budgeted in Omnitrans' Annual Capital Plan.

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will secure the required 40-Foot CNG Buses needed to replace the aging fleet.

PSG:JMS:EFP

ITEM # E12

DATE: February 4, 2015

TO: Board Chair Alan Wapner 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-OPS15-02
PURCHASED TRANSPORTATION SERVICES**

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals RFP-OPS15-02 for the provision of Purchased Transportation Services for two base years and three single option years, ending June 30, 2020.

BACKGROUND

Omnitrans is seeking a qualified firm to operate its mandated paratransit services (Access), OmniGo services, and the option to operate Express services. Access provides transportation for the senior and disabled patrons in Omnitrans' service area, OmniGo is a limited fixed-route service, and, if exercised, Express will be a new freeway commuter service.

The current contract for Access and OmniGo services expires August 31, 2015. The new contract will commence July 1, 2015 for start-up activities, with services to begin September 1, 2015.

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

FUNDING SOURCE

The required services will be budgeted in the Operations Department's operating budget for Fiscal Years 2016 through 2020.

Department Number 2110, 2500
Expenditure Code 508220

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will continue to meet its legal obligation to provide paratransit services and the option to expand contractor-provided fixed route services.

PSG:JMS:CVM

Sun
Monday, December 08, 2014

ITEM #E13

THE SUN

San Bernardino first in vote for 'best urban street transformation' of 2014



A view of northbound E Street on Tuesday, December 23, 2014 after the sbX bus system was installed in San Bernardino, Ca. (Photo by Micah Escamilla/The Sun)



A view of northbound E Street before the sbX bus system was installed in San Bernardino, Ca. (Photo by Micah Escamilla/The Sun)

By Ryan Hagen, The Sun POSTED: 12/23/14

Other

Wednesday, December 17, 2014

STREETSBLOG USA

by Angie Schmitt Wednesday, December 17, 2014 68 Comments

Vote to Decide the Best Urban Street Transformation of 2014



If you're searching for reasons to feel positive about the future, the street transformations pictured below are a good start. Earlier this month [we asked readers to send in their nominations for the best American street redesigns of 2014](#). These five are the finalists selected by Streetsblog staff. They include new car-free zones, substantial sidewalk expansions, superb bike infrastructure, awesome safety upgrades, and exclusive transit lanes.

Which deserves the distinction of being named the "Best Urban Street Transformation of 2014"? We're starting the voting today and will post a reminder when we run the rest of the Streetsblog USA Streetsie Award polls next Tuesday. Without further ado, here are the contenders:

Western Avenue, Cambridge, Massachusetts



Before



After. (We're using a rendering because the project is not quite 100 percent complete.)

The [Western Avenue road diet](#) narrowed dangerously wide traffic lanes on this one-way street to make room for safer pedestrian crossings, a raised bike lane, and bus bulbs. Brian DeChambeau of the Cambridge Community Development Department, the lead agency on the project, adds these details about the redesign:

Before the project began, the street cross-section included two 12'-wide (sometimes 12'+) vehicle travel lanes and a 5' bicycle lane with parking on both sides. Along with heavy vehicle and truck volumes, it was an uninviting street to live, ride, and walk on. The reconstruction removed a vehicle travel lane for the first three blocks of the corridor and narrowed the travel lanes in order to facilitate construction of a protected cycle track, enhanced pedestrian crossings, and expanded park space. The cycle track is also separated from pedestrians on the sidewalk by tree plantings and light fixtures. Traffic calming features, including raised side street crossings, were implemented, along with bus stop curb extensions to improve transit efficiency and to create space for bus shelters. Other curb extensions created space for cycle track sight lines and landscaping, as well as improved bicycle parking. The project also includes two new bicycle traffic signals, which were added at key intersections along the corridor.

Penn Avenue, Pittsburgh



Before



After

The Penn Avenue protected bike lane in Pittsburgh was one of three that new Mayor Bill Peduto added in short order during his first year in office. Penn Avenue runs through the heart of downtown Pittsburgh. The two-way bike lane is about one mile long and cost about \$73,000 to construct, according to [People for Bikes](#), which provided technical assistance to the city.

E Street, San Bernardino, California



Before



After. Photo: Omnitrans

E Street in downtown San Bernardino was transformed this year with center-running transit lanes, part of the [award-winning](#) sbX Green Line bus rapid transit project. The Green Line connects California State University, San Bernardino, and Loma Linda University.

Submitter Marvin Norman writes that most of the line's six miles of dedicated bus lanes are on E Street. The city of San Bernardino also enacted new zoning to reduce parking requirements and promote walkable development by the Green line. The line is free for CSUSB students, and it is helping the local economy rebound from the Great Recession, Norman writes.

Broadway, Seattle



Before



After

Broadway is a major north-south street that runs through some of the densest parts of Seattle. The street overhaul completed this year includes a two-way protected bike lane. A new streetcar route is expected to start service in 2015.

Washington Avenue, Minneapolis



Before



After. Photo: [Michael Hicks/Flickr](#)

Green Line light rail service debuted on Washington Avenue in Minneapolis this year, quickly exceeding ridership projections. Trains on a dedicated, center-running right-of-way have been accompanied by other changes to Washington Avenue, including some car-free zones, center-median plazas, and shared bus and bike lanes next to the curb. Dan Reed at [Greater Greater Washington](#) reported that the area is seeing a lot of new development and activity thanks to the overhaul.

Those are your finalists, now it's up to you to decide. Which is the Best Urban Street Transformation of 2014?

Best [Urban Street Transformation](#) of 2014

- E Street, San Bernardino, CA (48%, 848 Votes)
- Western Avenue, Cambridge, MA (24%, 429 Votes)
- Washington Avenue, Minneapolis (16%, 292 Votes)
- Broadway, Seattle (7%, 131 Votes)
- Penn Avenue, Pittsburgh (5%, 77 Votes)

Total Voters: 1,774



[Angie Schmitt](#) is a newspaper reporter-turned planner/advocate who manages the Streetsblog Network from glamorous Cleveland, Ohio. She also writes about urban issues particular to the industrial Midwest at [Rustwire.com](#).

Other

Thursday, December 18, 2014

Riding in Riverside

Thursday, December 18, 2014

Quick Hits for December

A few posts are working their way through the pipeline, including photos and analysis of Riverside's first (one-block-long) protected bikeway and a presentation on the big bike grant for downtown, but I wanted to get a couple of things posted.

First, Streetsblog is [running a contest](#) to show off the most-transformed street in America in 2014. San Bernardino is one of their finalists, with a beautiful before-and-after shot of sbX on E Street. Show the IE some love and [go vote!](#)

Second, Omnitrans just announced a new Veteran's fare category, which allows retired military veterans to ride at the Disabled price, and will institute a new policy allowing active-duty military members, as well as uniformed police and firefighters, to ride free. While this is an undoubtedly positive move, I question the wisdom of putting together yet *another* fare category. In Canada and other places, they simply have a single "Concession" fare, and riders are asked to demonstrate their eligibility for the fare to purchase passes or during fare inspection. This has to be cheaper than printing four different types of fare media.

UT SAN DIEGO

NCTD chief's raise doesn't exactly catapult him to the top

Ridership for North County agency is No. 14 statewide, pay is No. 25

By [Ashly McGlone](#) 9:08 A.M. DEC. 20, 2014

The chief of the North County Transit District received a new contract this past week that could push his pay past \$300,000 by 2018, putting him in the same ranks as other transit chiefs in the state, data shows.



Among more than 2,000 public transit and transportation planning employees statewide, Tucker ranked No. 25 with \$259,968 in total wages in 2012, data submitted to the state controller shows.

That's behind the chief executive at the San Diego Metropolitan Transit System, at No. 5 with \$337,319 in wages. Also, the head of the transportation planning agency San Diego Association of Governments came in at No. 13, with \$298,121 in wages.

The North County Transit District serves 12 million passengers a year on the Coaster commuter rail service, Sprinter light rail, Breeze bus system and other offerings. The ridership is 14th highest in the state, according to a 2013 report by the American Public Transportation Association.

Tucker said North County Transit is "one of the more unique operators in the country."

As for his new contract, which offers a \$10,000 raise for satisfactory performance each of the next four years, and an additional 5 to 10 percent bonus for exceeding expectations, Tucker said, "I believe it's fair and reasonable."

U-T Watchdog reviewed the compensation of chief executives at public transit agencies with similar ridership and found Tucker's pay falls in the middle of the bunch.

The Southern California Regional Rail Authority serves 11.5 million Metrolink passengers annually, according to the ridership report. It's outgoing chief, Michael DePallo, is currently paid a base salary of \$300,000, agency officials said.

More than 16.2 million Bay Area passengers ride Caltrain annually, and the CEO who oversees it, Michael Scanlon, earned \$383,781 in wages in 2012.

More than 27.6 million passengers rode the light rail and buses provided by the Sacramento Regional Transit District in 2013, more than double those served by North County Transit, and its chief Michael Wiley made \$202,625 in 2012.

Most similar to Tucker's pay in 2012 were two chief officers leading bus-only agencies, the data shows.

The CEO of OmniTrans in San Bernardino, serving 15.9 million passengers a year, was paid \$259,000 in 2012, \$800 less than Tucker, while the city director of the Santa Monica Big Blue Bus, serving 19 million passengers a year, earned \$235,000 in 2013.

Falling below the norm was the director of the Fresno Area Express, who earned \$130,127 in wages in 2013 to run the city bus agency serving 10.7 million passengers a year.

"It's very challenging work and I think most people in the business understand the challenges and the complexity of the work that we do on a day to day basis," said Tucker, hired in December 2008.

Asked whether his workload lessened when the agency outsourced bus operations in 2009 to Ohio company First Transit to save costs, Tucker said "it doesn't change."

"Just because you contract out something doesn't mean you contract out the responsibility," he said. "We are responsible for what our contractors do or don't do... The regulators don't go to the contractors. They come to us and hold us accountable."

INLAND VALLEY DAILY BULLETIN

Holiday travelers prefer easier experience through Ontario Airport



*Travelers crowd the Southwest Airlines ticket counter Monday December 22, 2014 at L.A./Ontario International Airport.
(Will Lester/Inland Valley Daily Bulletin)*

By Neil Nisperos, Inland Valley Daily Bulletin

POSTED: 12/22/14, 7:05 PM PST | UPDATED: 2 WEEKS AGO

Holiday travelers at L.A./Ontario International Airport on Monday said they prefer coming through Ontario International Airport than other airports because it's generally a less crowded and more straightforward experience.

The holidays represent the busiest time for the airport, ONT officials said, which generally experiences bigger crowds during the early morning flights, tapering off in numbers throughout the day. Shortly before noon Monday, a line was checking into Southwest Airlines, and other crowds were busy picking up baggage, though the terminal was not crowded.

"On the way here, there's less trepidation," said Jennifer Spencer, a traveler at the airport from Alberta, Canada, who was in Southern California to see family. Spencer was heading onto a Southwest flight to Arizona. "It's definitely a more relaxing experience. I feel I don't have to be on my toes to know I'm going to the right place, with the right directions, to get where I'm going in a hurry."

London Richmond, of West Covina, was in Terminal 4 waiting to hop on an [American Airlines](#) flight to Dallas.

"I like (Ontario International Airport) way more," Richmond said. "It's a lot more clear. There's less people. The only thing was just pulling up to the curb, there's traffic, but other than that, inside here, it's really clear and I love it."

Richmond said he likes to use Ontario International Airport to avoid the holiday rush of traffic at places such as [Los Angeles International Airport](#) (LAX).

"L.A. traffic, everybody knows is horrible, and with the overcrowdedness and people trying to make their flights, (ONT) is better than LAX to me," he said.

Karen Carmichael, was in the Southwest check-in line behind Spencer with her family.

"We never go out of L.A.," Carmichael said "We come into Ontario, definitely. It's just very well organized. We're in and out. We never have a problem coming into Ontario. It's because of the crowds, and it's a little confusing (at LAX). Here, everything is well-organized. L.A. is a little daunting."

Jess Romo, airport manager for ONT, said passenger volume at the airport has continued to rise throughout the year. Romo said the airport has experienced seven straight months of growth, with a 4 percent growth anticipated for 2014.

The latest passenger traffic total data from October, show 334,551 recorded passengers represent a 7.7 percent increase in traffic from October 2013 to October 2014.

December 2014 figures are not yet available, but passenger traffic for December 2013, with 349,541 travellers, represented a 1.55 percent increase from December 2012, which had 344,195 passengers recorded.

Romo said the busiest day of the year at the airport is probably the day before Thanksgiving, and around Christmas.

The crowds have increased and passenger volumes have increased," Romo said. "It's still an easier airport to get to compared with other airports. And it's important to get here early enough so you're not trying to rush getting through (security) screens."

Other means of holiday transportation include Metrolink trains, with the San Bernardino-Los Angeles and Antelope Valley lines open during the holidays, officials said.

"We actually see a bit of a downturn during the holidays," said Jeff Lustgarten, spokesman for Metrolink. "We are also one of the few transit options available during the holidays. We'll be continuing service on Christmas."

[Omnitrans](#) bus service is closed on Christmas day and New Year's Day, but bus service is running on Christmas Eve and New Year's Eve, said Nicole Ramos, marketing manager for Omnitrans.

“Typically what happens is it’s not as dramatic for us at the airport, but typically this time of year, ridership is a little lower because a lot of ridership is students getting to and from school, but school is out,” Ramos said. “Typically for Christmas week, ridership is down by 20 percent because of students being out of school. On Christmas Eve, ridership is low because people are off of work. We expect business to pick up again after the first of the year after school starts.”

Other

Sunday, December 28, 2014

Inland Empire Examiner

San Bernardino's E Street leads 'Best Urban Street Transformation' contest

December 27, 2014 5:00 PM MST



E Street in San Bernardino

Courtesy of OmniTrans, Used with Permission

For a city that has had little good news in recent years, E Street in [San Bernardino](#) is headed towards a win as the "Best Urban Street Transformation" in a contest sponsored by [StreetsBlog USA](#). As of today, E Street is leading the other four streets, which are located in Massachusetts, Washington, Pennsylvania and Minnesota, by almost 350 votes.

Marven Norman, a resident of San Bernardino, nominated E Street, after the high-speed sbX bus line was completed. E Street goes through San Bernardino's historic section, and the addition of the bus line transformed the area, giving it a modernistic feel.

The bus line has not been without its critics; however, ridership continues to increase. The goal is future transit-based development and city officials think they are on track.

The sbX bus line is 16 miles and covers from Cal State San Bernardino to Loma Linda University. It cost almost \$200 million to build.

If you would like to cast a vote for San Bernardino, visit [StreetsBlog USA](#). It takes less than a minute to keep San Bernardino in the running. Voting ends tomorrow, Sunday, Dec. 28.

StreetsBlog USA is national website dedicated to informing readers about sustainable transportation. According to its website, "Streetsblog . . . connect(s) [local](#), grassroots livable streets advocates with one another and to a national movement for reform." It is a non-profit organization funded by grants and donations.

THE PRESS-ENTERPRISE

COMMUNITY NOTES: Omnitrans to introduce discounted fare for vets, more

Published: Dec. 31, 2014 11:26 a.m.

Omnitrans to introduce discounted fare for vets

LOMA LINDA – The VA Loma Linda Healthcare System will introduce Omnitrans' new discounted fare for Veterans on Monday. A ceremony will be held at 2 p.m. followed by an information fair from through 4 p.m.

The event will be held at the main entrance of the Jerry L. Pettis Memorial Veterans Medical Center, 11201 Benton St., Loma Linda.

The county will be providing free ID Cards for Veterans during the event.

Information: Wendy Williams, 909-379-7151, Jim Rich, 909-583-6193 or omnitrans.org.

– *Staff report*

Other

Thursday, January 01, 2015

STREETSBLOG USA

Thursday, January 1, 2015 126 Comments

Streetsie Awards: The Results, Part One

by Tanya Snyder

Happy New Year, everybody! Before we start fresh with a bright new year in which we will undoubtedly avoid all the mistakes we made this year (and every year before that), let's take a look back at some highs and lows of 2014. [The votes have been counted](#), and it's time to reveal the first batch of Streetsies. Tune in tomorrow for part two.



San Bernardino's new sbX bus rapid transit service has center-running transit lanes and platform level boarding (and interior bike racks). It's also led to a wave of walkable development, earning it the Streetsie for Best Street Transformation of 2014. Photo courtesy of Matt Korner

Best Street Transformation

After a roller coaster of a voting process in which different street transformations took turns in the top slot, in the end **E Street in San Bernardino, California**, ran away with the prize with 848 votes — 48 percent of the total in a field of five candidates. (San Bernardino partisans know how to turn out their people.)

The new sbX BRT line makes E Street a deserving winner. With center-running bus lanes, platform-level boarding, and traffic signals that stay green for transit, sbX is "the first high-quality transit system to be built in Southern California's Inland Empire in more than 50 years," according to San Bernardinan Matt Korner. In coordination with the transit line, the city reduced parking requirements for cars and implemented new ones for bikes, and walkable, development is popping up all along the corridor.

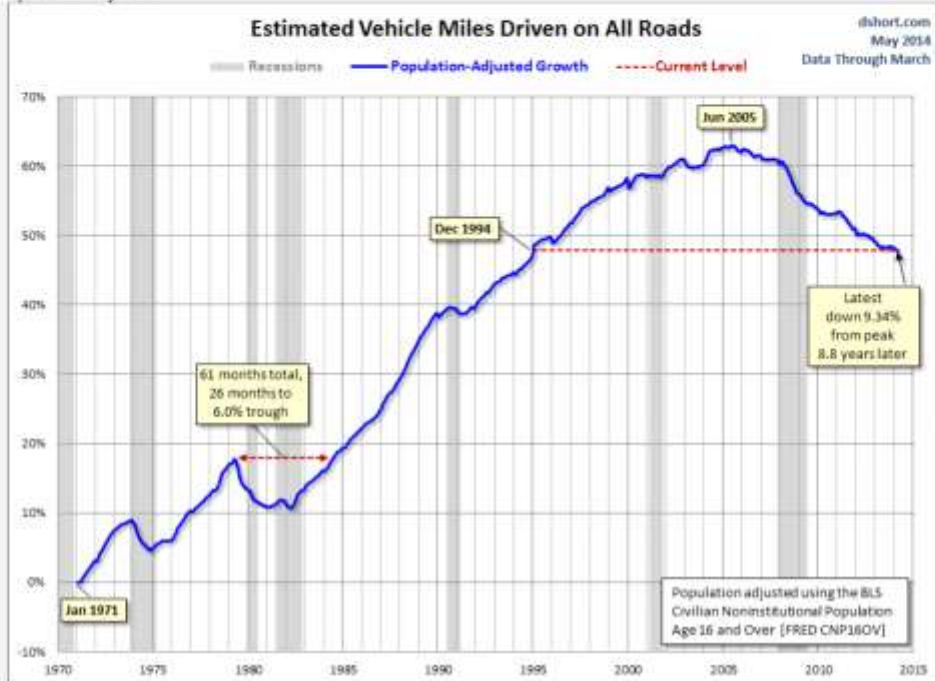
And now for some shaming...

Worst Highway Boondoggle

Seattle's deep-bore highway tunnel to replace the Alaskan Way Viaduct blew away the competition for this Streetsie. [The news keeps getting worse](#) as the effort to "rescue" the tunnel boring machine, stuck for a whole year already, is now wreaking havoc on the

buildings above. The city has no plan B, and the prospect of going billions of dollars over budget on an underground highway that should never have gotten the green light is frighteningly real. So no offense, [Milwaukee](#) and [Dallas](#), your highway boondoggles just aren't egregious enough this year. Try again in 2015! (I'm sure you will.)

But even the miserable news out of Seattle can't keep us from gratefully appreciating the **Best News of the Year** — which is the same best news as the past nine years:



2014 was yet another year in which per capita VMT continued to fall. Image: Doug Short

Americans are driving less. Per capita driving has [dropped 9.3 percent](#) since the 2005 peak, and total driving continues to hover at about the same level. Meanwhile, transit ridership is still [making impressive gains](#) practically every quarter.

Meanwhile, the **Best Thing on the Internet** this year was:



Steve Vaccaro
@BicyclesOnly

[Follow](#)

"We're leaving a gap in the car lane here. It's a dangerous spot with too many bikes, we can't encourage driving there." [#ReplaceBikeWithCar](#)

9:16 AM - 5 Apr 2014

12 RETWEETS 7 FAVORITES



#ReplaceBikeWithCar. Twitter had a moment of unadulterated awesome this year with the [#ReplaceBikeWithCar](#) meme, revealing the absurdity of car-centric views about bike transportation. In a mirror image, Robert Prinz replaced "car" with "bike" in his [hilariously doctored news headlines](#): "Bike Crashes into El Camino Apartment Building," "Suspected Drunk Cyclist Leaves Path of Destruction on El Cerrito Street," etc.

Finishing a close second in this category: the mysterious author of the All-Powerful [@BicycleLobby](#) account, who fooled a few major news outlets into thinking that black-masked bike advocates had replaced the American flags on the Brooklyn Bridge with white flags of surrender.

Speaking of the All-Powerful Bike Lobby, we took the following as **Proof of Its Omnipotence and Influence at All Levels of Government**

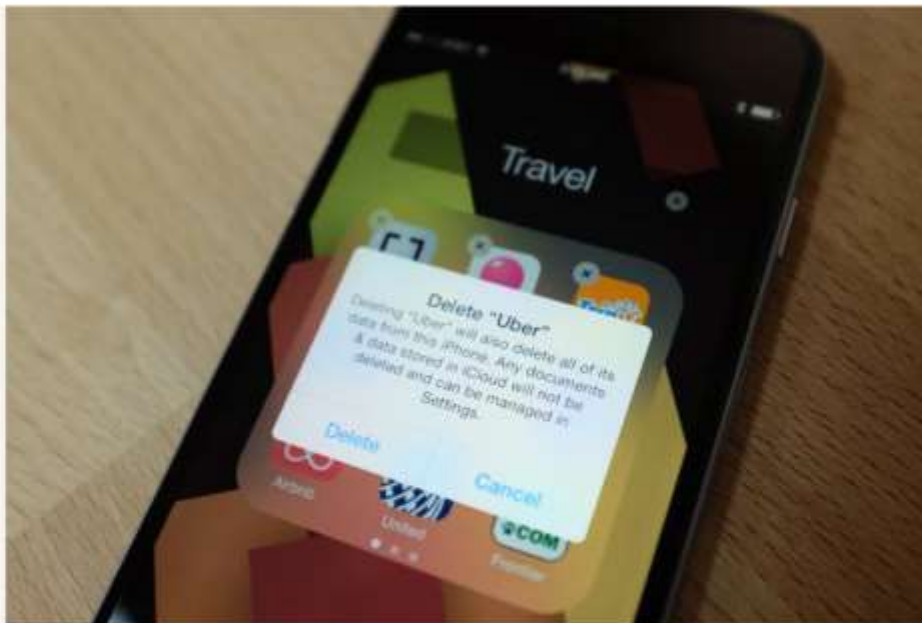
California decided to [stop using vehicle Level of Service](#) to evaluate new transit and development projects. That means projects can no longer get on the fast track to implementation by making driving more convenient. Instead, decisions will be based on criteria that are actually consistent with California's public policy goals: reducing greenhouse gas emissions, improving air quality, promoting infill development, and developing a multi-modal transportation network. Good work, California.

U.S. DOT gets an honorable mention in this category for publishing new guides to innovative biking and walking infrastructure and green-lighting street designs that the stodgy engineering establishment has long shunned.

And while we're talking about the Obama administration, let's also give credit where it's due for good ideas. The **Best Legislation That Died an Untimely Death** in 2014 is:

The GROW AMERICA Act. Yes, [Obama's transportation proposal](#) leans on a funding mechanism — business tax reform — that hasn't attracted much enthusiasm, but the bill would markedly increase transit investment, enable the tolling of existing interstates, and help regions make smarter transportation and land use decisions. At the very least, the mere fact that the administration submitted a bill to Congress boosted the profile of the issue and laid out the White House's ideas for reform. So, of all the bills that went nowhere in 2014 — and there were many — this was one worth shedding a tear for.

That wasn't the only big disappointment in 2014.



Deleting your Uber app, like the Ice Bucket Challenge, was one of those things people liked to do in public in 2014. Photo: [CNET](#)

Biggest Attitude Shift

Uber started off the year riding a high of shared-economy buzz-speak, with "innovators" touting the "ride-sharing" company for transforming transportation, the internet, the economy, and life as we know it. By the end of the year, the sheen was off. More and more people were beginning to talk about Uber as just another taxi service with a better app but PR problems up the wazoo. The company's inflated talk about its own background checks was exposed after a series of sexual assaults and reports of harassment. Uber's "woman problem" (and everything problem) escalated when [BuzzFeed broke the story](#) that the company was strategizing ways to retaliate against journalists for unfavorable coverage by "digging up dirt" on them. By then, Uber's dirty tricks to sabotage its competitors, or its lobbying against handicapped access regulations, were hardly a blip on the negative-image front. [Deleting your Uber account](#) became a new shortcut to social media likes. In the end, Uber had almost as bad a year as [Bertha](#).

Best Outcome of Election 2014

Four years after **Clayton County, Georgia**, closed down its bare-bones bus service for lack of money, leaving the low-income Atlanta suburb with no transit at all, the county's [residents voted for a one-cent sales tax](#) enabling membership in MARTA, the regional transit agency. That will pay for a new commuter rail line linked to the MARTA system, plus 10 county bus lines that will begin operation in just a few months.

More Streetsie Awards, tomorrow!



[Tanya Snyder](#) has been the editor of Streetsblog USA (and before that, Streetsblog Capitol Hill) since September 2010. Prior to working at Streetsblog, she covered Congress for Pacifica Radio and NPR stations, and covered local news for WTOP 103.5 FM. She lives car-free in a transit-oriented and bike-friendly neighborhood of Washington, DC with her partner and their daughter.

Inland Empire Community Newspapers

Thursday, January 01, 2015

INLAND EMPIRE COMMUNITY NEWSPAPERS

POSTED ON JANUARY 1, 2015 BY ANTHONY VICTORIA

San Bernardino's E Street awarded "Best Urban Street Transformation of 2014"



Photo/Omnitrans

A photo demonstrating the Omnitrans sbX station stop on E Street in Downtown San Bernardino.

By Anthony Victoria

San Bernardino's E Street was awarded the distinction of being the most improved urban street transformation of 2014 by daily transportation media outlet Streetsblog.

In the span of 12 days—from December 17 to December 28—the blog's staff chose five finalists to compete in the "Best Urban Street Transformation of 2014" that featured cities who demonstrated vast improvements with city street transportation, bicycle infrastructure, and safety upgrades. They subsequently allowed blog followers to vote.

While a huge amount of residents showed support for the improvements on Facebook, Twitter, and other social media templates, others have questioned whether the city is deserving of such recognition.

Marven Norman, 26, of Loma Linda—an avid member of the Inland Empire Biking Alliance—said he thinks his submission has begun a conversation about the area's potential to attract future urban development.

"I've been seeing and reading about every other city's success with urban development and transportation," he said. "No one is saying anything about San Bernardino's recent project, sbX. It's quite up there as far quality, but no one knew about it because it received little press. I chose E Street as the focus point because it is where sbX's introduction had the biggest change and has the most potential."



Photo/Omnitrans

The sbX station at E Street. In the background is the City Hall building and the old Radisson Hotel. E Street was awarded the "best urban street transformation of 2014" by Streetsblog.

Norman's comments refer to the state of the art technology and corridor designs the Omnitrans' new transit system implemented throughout San Bernardino and portions of Loma Linda. The Institute for Transportation and Development Policy stated on their blog on April 28 (the day the sbX officially launched) sbX's Green Line earned a Bronze Bus Rapid Transit (BRT) ranking on the BRT Standard—an indication that the city's governance is brave and that San Bernardino "will remain a modern, competitive city." Only four other corridors in the U.S. have achieved bronze-standard.

Angie Schmitt, a Cleveland based reporter turned planner/advocate, said the Streetsblog staff was impressed with the city's use of the dedicated lanes on E Street and with the city's brave leadership. These two reasons, along with the change of zoning, prompted them to choose San Bernardino as one of the five finalists.

"The one thing we thought was impressive about San Bernardino's project is their dedicated lanes for bus rapid transit," Schmitt said. "We believed that the city had the political will to rededicate that street space for transit. A lot of communities talk about doing it, but when push comes to shove, they're not willing to sacrifice any space. It is a pretty bold and high quality transit example."

Moreover, Schmitt said a quarter of the people who read Streetsblog are urban planners and engineers. She said there might be a chance for San Bernardino to receive recognition for their exceptional BRT project.

"Maybe other cities and developers will look at San Bernardino and try to replicate what they did," she said. "It's always



Courtesy Photo

Marven Norman: the resident who submitted the nomination of E Street to the Streetsblog staff.

encouraging to see places like San Bernardino embrace ideas that will help boost their economy."

Resident William Cioci questioned the ethics behind the competition. He said that there might have been people in the city pushing for the win for purposes of "personal agendas". He also said that he constantly hears criticisms about the renovated E Street from different residents almost on a daily basis.

"I hear a lot of people complain about E Street for different reasons," Cioci said. "I hear complaints about businesses closing down or empty buses traveling down the street. A lot of people have optimism about the future of the project, but I haven't heard a lot of people say that this is helping us now."

Norman believes that if the sbX is to be blamed for the closure of businesses, other transportation projects (such as the Tippecanoe interchange near the 10 freeway and the Hunts Lane overpass) cannot be exempted.

"I know a lot of people have blamed sbX for shutting down businesses, but if we're going to blame transportation project for shutting down businesses lets not leave out projects," he said. "I don't recall any buildings on E Street having to be displaced because of the sbX project."

Councilwoman Virginia Marquez, who represents the E Street corridor near downtown, and Omnitrans community outreach specialist Nicole Ramos were unavailable for comment.

The final results of the poll had San Bernardino ahead with 48 % (848) of the votes. Cambridge, Massachusetts came in second with 24 % (427) votes.

Other

Monday, January 05, 2015

A Better Inland Empire

A New Year for Inland Empire Transit Advocacy



By: Nicholas Ventrone, Community Engagement Director
nversidetranzit@gmail.com

Happy New Year to all of our readers!

I have a number of stories in the works ranging from high occupancy toll lanes to improving urban corridors, to growing jobs and maintaining quality and affordable housing options in dense employment areas.

First, here's a rundown of the HOT Lanes: I was in Los Angeles during the Christmas break and had an opportunity to check out the I-10 Metro ExpressLanes first-hand which included observing how both the Silver Streak and Metro Silver Line BRT express services fared in terms of connectivity. Plus, I also stopped into Corona to check out the 91 Express Lanes extension project construction progress and what goes on each day at the adjacent North Main Corona Transit Center during rush hour.

Plus, during one of my Corona rush hour field studies in the rain, [Amtrak Southwest Chief Train #3 from Chicago proceeded on through](#) while my camera was rolling. I've got some good information and plan to share it with you soon. If designed right, HOT lanes will certainly speed up freeway express, intercity and private charter bus services.



Photo: Omnitrans

Secondly, there was a [recent poll](#) that the *Streetsblog* Network published last month that asked readers to vote for the Best Urban Street Transformation of 2014. The poll asked for the best recent examples of multi-modal infrastructure improvements within city center cores that involved a transformation of a car-oriented downtown street into a complete, multi-modal urban life boulevard. [Here were the finalists](#):

- E Street, San Bernardino, CA
- Western Avenue, Cambridge, MA
- Washington Avenue, Minneapolis
- Broadway, Seattle
- Penn Avenue, Pittsburgh

1,774 readers participated in the poll. To my surprise, San Bernardino's E Street blew the competition away with a whopping 48% of the vote, nearly beating the runner-up by almost twice the vote. Cambridge placed second with 24%. Minneapolis got 16%. Seattle received 7% and Pittsburgh got 5%. Omnitrans' sbX Green line corridor thus received quite a bit of positive publicity.

Special thanks to Justin Nelson of the [Riding in Riverside transit blog](#) for spreading the word on this story locally and to all the supporters who campaigned for San Bernardino's landslide win including Marven Norman for the nomination and Matt Korner for the lively debate in the article's comments. I want to ensure this discussion gets seen. It's quite clear that the good people of San Bernardino want the city to be at its best state and are reaching out to make that happen. Count on a future post on this story.

Talk to you again later this week.

Sun
Monday, January 12, 2015

THE SUN

First Transit drivers of San Bernardino County disabled could strike



The labor union representing First Transit drivers who transport the region's disabled has rejected an offer made by the service company last month, and has sought authorization from union leaders for a potential strike if an impasse is reached after further negotiations this year, or if the matter does not go to federal mediation. Photo by Neil Nisperos — staff

By Neil Nisperos, Inland Valley Daily Bulletin

POSTED: 01/12/15, 9:17 PM

SAN BERNARDINO >> The labor union representing First Transit bus drivers, who transport the region's disabled, in addition to maintenance crews and non-clerical administrative employees, has sought permission for a potential strike if an impasse is reached after further negotiations this year.

Jeff Caldwell, president of the Amalgamated Transit Union, said ATU members had rejected First Transit's last offer, 118 to 7, with 125 voting out of 165 eligible. Caldwell said First Transit has indicated they will provide new negotiation dates later this month. ATU plans to send a negotiator to go back to the table with First Transit later this month, Caldwell said.

The union members also voted to send a strike authorization request to ATU International and the Central Labor Council of San Bernardino and Riverside Counties. The strike authorization, if approved, would allow the local union to strike in the event of a future impasse and if it decides not to go to federal mediation, Caldwell said.

The main hang-ups to agreeing on a new three-year contract are over wages and benefits, Caldwell said. The worker's five-year contract is set to expire at the end of August this year.

"They would pay 85 percent of a single employee toward medical, and we're looking for 100 percent for single individuals," Caldwell said. "And we're looking for 75 percent employer (coverage) and 25 percent employee (coverage) for a single individual 'plus one' or a family."

Caldwell also said the union is looking for pay increases of 4.25 percent in year one, 4 percent in year two, and 5 percent in year three.

"First Transit continues to negotiate in good faith with local ATU representatives," according to Stephanie Creech, a spokeswoman for First Transit. "We are committed to reaching a mutually satisfying agreement."

Advertisement

[Omnitrans](#), the regional bus transportation service, has contracted with First Transit for its Access service for the past eight years, said Wendy Williams, Omnitrans spokeswoman. [Omnitrans Access Service](#) is an Americans with Disabilities Act mandated public transportation service for people unable to independently use the fixed route bus service in South Western San Bernardino County for all or some of their trips, according to a statement on the company website.

With the its current contract with First Transit set to expire at the end of August, Williams said Omnitrans will soon put out requests for proposals this month or next for vendors to bid on a new five-year contract.

"First Transit is the current contractor and they also were the provider for the previous 4-year contract," Williams said.

Omnitrans' First Transit Access service provided 43,000 trips in the month of October, for about 1,800 people, Williams said. Annually, the service carries about 3,300 people for an average 480,000 trips, she said.

MASS TRANSIT

Monday, January 12, 2015

MASS TRANSIT

Omnitrans Introduces Veteran Discount Fare

SOURCE: [OMNITRANS](#) JAN 12, 2015



L-R: Ron Dailey, Omnitrans Board Member, Loma Linda Council Member, John Reynolds, Staff Analyst at San Bernardino County Department of Veterans Affairs, Scott Graham, Omnitrans CEO/General Manager, Barbara Fallen, Director of the VA Loma Linda Healthcare System, Osvaldo Maysonet, Veterans specialist at 211-Vetlink, Alan Wapner, Omnitrans Board Chair and Ontario Mayor ProTem



Omnitrans CEO/General Manager, P. Scott Graham



Omnitrans CEO/General Manager, P. Scott Graham

In appreciation for the contributions of the men and women who have served in our nation's armed forces, Omnitrans introduced a discount fare for US military veterans on Jan. 5.

"It's our way of saying thanks to those who have 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.

A kickoff event was held at the Jerry L. Pettis Memorial Veterans Medical Center in Loma Linda, California. Representatives of Omnitrans, its Board of Directors, the VA Healthcare system, 211-Vetlink, and San Bernardino County Veterans Affairs all hailed the new discount fare as a well-deserved benefit for those who served in the armed forces.

Oswaldo Maysonet, Veterans Specialist at 211-Vetlink and former Marine sergeant who served in the Iraq war, is credited with leading the charge to get Omnitrans and several neighboring transit agencies to implement a veteran discount. "This will have a big impact on affordability for our veterans," Maysonet said. "We have many vets in San Bernardino County who are dealing with low income or no income. Access to affordable transportation will connect them with education, healthcare and employment opportunities and possibly help them to become taxpayers again."

At the kickoff event, Omnitrans donated 500 veterans 1-day bus passes to VA Healthcare system programs. Veteran resources were on site to offer assistance and information. San Bernardino County Veterans Affairs issued nearly 100 free photo ID cards

for veterans. The IDs verify eligibility for the new bus fares and can be used to earn discounts at other "veteran-friendly" businesses in the county.

The veteran fare provides a 50 percent discount on fixed route bus fares and passes to US retired military personnel with ID. This includes those who served in the US Air Force, Army, Coast Guard, Marines and Navy. Additionally, Omnitrans introduced free rides for uniformed active duty military members, police and firefighters.

Other
Thursday, January 15, 2015



Veterans transit discounts expanded

January 15, 2015

by **S. E. Williams**

Last week the San Bernardino County's Department of Veterans Affairs joined Omnitrans and announced the transit company's participation in a special discount fare program for veterans.

Omnitrans has now joined the Mountain Area Regional Transit and the Victor Valley Transit Authorities who implemented the 50 percent fare discount last October.

There are well over a thousand veterans who currently live in the various San Bernardino Mountain communities. A number of these mountain veterans travel to Loma Linda and beyond for medical care at Veterans Administration facilities.

Omnitrans buses run throughout the San Bernardino Valley. It connects the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Mentone, Montclair, Muscoy, Ontario, Redlands, Rialto, San Bernardino, Upland, Rancho Cucamonga, and Yucaipa.

Although the Mountain Area Region Transit Authority operates some routes both on and off the mountain at times they still require the services of Omnitrans. With Omnitrans now participating in the discount program, it will be less costly for veterans who depend on public transportation to travel to and from medical and other appointments.

According to San Bernardino County Human Services Communications Officer C. L. Lopez, Omnitrans now joins more than a thousand San Bernardino County Businesses in offering discounts to veterans. The discount program is part of the county's Veteran Friendly Business and ID Card Program. "With the county issued cards, veterans can get discounts at all of the participating businesses," Lopez shared.

Honorably-discharged veterans can apply for an identification card from the county's Veterans Affairs offices in San Bernardino, Rancho Cucamonga and Hesperia.

"The identification cards make veterans easier to identify to any area merchant that offers benefits to veterans such as discounts on purchases, free items, or preferred status," Lopez stated.

There is no charge for the county's veterans discount card. Veterans can apply for it by either logging on to the county website at https://hss.sbcounty.gov/va/Veteran_ID.htm and downloading an application; or, they can apply in person at the San Bernardino County Department of Veterans Affairs at 175 W. Fifth Street in San Bernardino, second floor. The Office is open Monday through Thursday from 8:30 a.m. to 4:30 p.m. Veterans should bring an original DD Form 214 or a certified copy showing character of discharge.

All applicants must qualify as an honorably discharged veteran as defined by Title 38 of the U.S. Federal Code to be issued a San Bernardino County Veteran ID card.

According to Lopez, San Bernardino County merchants continue to benefit from increased business as a result of local veterans using the products and/or services they offer. While at the same time, the program has induced more local veterans to visit the county's Veterans Affairs Offices to obtain their identification cards. During their visits the veterans have learn about available state and federal benefits. As a result, they are better served.

In a recent press release Veterans Affairs Director Bill Moseley stated, "This program has been beneficial to San Bernardino County businesses and, most importantly, our veterans." He continued, "We are grateful to all of our local businesses who have shown their support of our veteran community."

Omnitrans bus courtesy of San Bernardino County Office of Veterans Affairs

Other
Friday, January 16, 2015

Yucaipa/Calimesa News Mirror

A message to our civic leaders

Posted: Friday, January 16, 2015 5:00 am

I'm writing this letter in support of the College Hills Transit-Oriented-Development that is currently being planned by the city. There are two important points I'd like to make about this plan as it proceeds:

- (1) Ample funding already exists for housing and transit development incentive financing through the state, which is briefly summarized in the above attachment from Caltrans; and,
- (2) There's already existing language in our current general plan which is completely consistent with the construction of this development, which I briefly extract and summarize from the San Bernardino County Regional Greenhouse Gas Reduction Plan, discussed further on in this email.

On Sept. 2, 2014, Dr. Raymond Wolfe, a civil engineer, former director of our own Caltrans District 8, and current Executive Director of San Bernardino Area Governments (SanBAG), wrote a brief guest commentary in the Inland Valley Daily Bulletin titled, "Meeting San Bernardino County's Transportation Challenges". Here's what Dr. Wolfe had to say about the transportation challenges we face here in San Bernardino County, including Yucaipa:

Addressing the transportation needs of a rapidly growing population is the ongoing challenge for the San Bernardino Associated Governments (San BAG).

While we remain a freeway-centric region and rely heavily on our local freeways and roadways to get people and goods from here to there, it is incumbent upon us as a regional transportation agency that we also look for solutions that include a multi-modal approach to the transportation demand.

We are stepping up to those challenges, reflected by the development of our transit and rail programs. Recently, SanBAG and Omnitrans, the transit operator in the San Bernardino Valley, celebrated the opening of a Bus Rapid Transit (BRT) line in San Bernardino County. We are also examining ways to provide enhanced transit connections through our participation in the ARRIVE (Advanced Regional Rail Integrated Vision-East) Project to help identify ways we can make San Bernardino County a commercial, residential, and recreational destination by providing improved mobility options.

Commuter rail projects like the currently under-construction downtown San Bernardino Passenger Rail Project and the future Redlands Passenger Rail Project round out a comprehensive strategy for providing alternatives to commuters using their cars. Together, these projects showcase a multi-modal, integrated transportation system that also helps spur development.

Transit-oriented development around station hubs associated with each of these modes of transportation creates the potential for new economic generators and the opportunities for livable, sustainable communities. For example, the Redlands Passenger Rail Project is already stimulating private investment for development of connectivity to the world's largest geographic information system provider, and launches the discussion on how to link to area airports.

Other partners like the University of Redlands are developing plans for creating housing and recreational opportunities near the rail line, knowing that the future of their community and student population includes an option for walking to and from transportation stations. Bottom line is that we live, work, shop, dine and play in a fast-growing, dynamic region, and SanBAG is committed to providing the citizens of San Bernardino County with transportation options that keep them moving in the right direction. Whether traveling by car, bus, or train, our goal is to get you there in a safe, efficient, effective way.

Clearly, according to Dr. Wolfe, the executive director of SanBAG, a multi-modal transportation network is now being funded and built that lies in very close proximity to the future College Hills Transit-Oriented Development, where our main transit routes already run, and where the Redlands Passenger Rail will terminate, for now, at the University of Redlands.

With the implementation of the new statewide Cap and Trade funding mechanism that encourages building sustainable communities where higher-density land use and transit are put together, and where vehicle miles traveled are reduced as people climb aboard transit, College Hills becomes a developer's situational dream. It is the perfect place for higher density housing that qualifies for density bonuses (reference our own density bonus housing ordinance, possible CEQA exemptions for compact/infill development, as well as other incentives, such as affordable housing seed monies and grants for transit improvements or even street improvements contained in Cap & Trade).

Moving on to my second point, in the San Bernardino County Regional Greenhouse Gas Reduction Plan, in which Yucaipa is included, the discussion that begins on page 3-193 for our city highlights current General Plan policies that already strongly support the College Hills Transit-Oriented-Development. Specifically, on page 3-199, section 3.21.4, Relevant General Plan Policies, Yucaipa submitted the following, which I've shortened for brevity, about General Plan section 3.21.4.2, the On-Road Transportation Sustainable Communities Strategy:

This section summarizes key general plan policies that support the city of Yucaipa's GHG reduction measures or would contribute to GHG reductions and sustainable practices in the city. All policies listed below are from the Yucaipa 2004 General Plan unless otherwise noted (Yucaipa 2004).

Transportation-1. Sustainable Communities Strategy

- Design land use patterns in new developments that minimize the number of automobile trips by providing neighborhood shopping facilities and pedestrian and bicycle paths;
- Encourage the design and implementation of land uses development standards and capital improvement programs which maximize the use of public transit;
- Plan for commuter and main line rail service development including convenience facilities at rail stops through the intensification of planned land uses in the vicinity of transit stops and the consolidation of parking facilities in areas where there is an identified need;
- Influence the expansion of regional commuter and main line rail services particularly those linking with destinations in Yucaipa and the surrounding area;
- Concentrate higher density residential land uses close to employment and commercial centers to help reduce the use of energy.

Transportation-2. Smart Bus Technologies

- Link with Commuter Computer to develop ridesharing programs and public transit;
- Urge the timely extension of public transit between residential areas and industrial employment centers;
- Coordinate with public transit providers to increase funding for transit improvements to supplement other means of travel.
- With this we see that our existing General Plan has clear language about a sustainable communities strategy that strongly supports the College Hills Transit-Oriented Development.

While I appreciate ongoing efforts to strengthen GHG reduction efforts in Yucaipa through update of the General Plan, I think it's significant that we have goals and plans already on the books that indicate the desirability of and preference for developments such as College Hills.

In conclusion, I hope you provide staff guidance for a good mixed-use, transit-oriented development in College Hills that builds open, affordable housing for educators and students, housing that is mixed with open retail and commercial space, and is oriented toward transit and active transportation.

I believe College Hills, planned and funded in a bundled, state-of-the art financial package, can provide a model of sustainability for our community and a model for our region.

Yucaipa can truly be the shining city on the hill, and you are the people that can make it so. I hope you do the right thing and build a sustainable community here in Yucaipa that will endure for many generations. College Hills is certainly worthy of your strong support.

Bill McEwen
Yucaipa

ITEM # F1

DATE: February 4, 2015

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: CEO/GENERAL MANAGER'S REPORT

At the request of the Plans & Programs Committee, a Task Force of elected officials representing the cities along the proposed West Valley Connector Corridor (Fontana, Ontario, Rancho Cucamonga, Montclair, Pomona), met on January 20, 2015, to discuss the vision for the corridor. The meeting was productive and the results were shared at the Plans & Programs Meeting on January 26, with recommendations forthcoming to the Board of Directors within the next couple of months.

The California Governor's Office of Emergency Service conducted a review of Omnitrans' grant process and documentation related to grants for funding under the California Transit Security Grant Program California Transit Assistance Fund (CTSGP-CTAF), on January 26-29. The reviewer was very complimentary of Omnitrans' policies and procedures and grant process. Omnitrans was found in compliance.

Ridership for the second quarter of Fiscal Year 2015 was 3,699,777 compared to 3,999,486 for the second quarter of Fiscal Year 2014. This is a 7.5% percent decrease.

Year-to-Date ridership for Fiscal Year 2015 was 7,534,492 compared to 7,926,388 in Fiscal Year 2014, which is a decrease of 4.94 percent from last year-to-date.

PSG:VD

ITEM # F2

DATE: February 4, 2015

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

FROM: Carol Greene, Legal Counsel

SUBJECT: ADOPT CEO/GENERAL MANAGER EVALUATION PROCESS

FORM MOTION

Approve Evaluation Form to be used to complete the CEO/General Manager's Evaluation, appoint the Board Chair as Chief Negotiator to negotiate any recommended amendments to the Employment Agreement (Agreement) between Omnitrans and CEO/General Manager P. Scott Graham, and set Wednesday, March 4, 2015, as the date to discuss the evaluation during Closed Session.

BACKGROUND

The Executive Committee discussed the Board's past practice of evaluating the CEO/General Manager at its meeting held January 14, 2015. The Executive Committee did not want to continue with the 360 evaluation and wanted to revise the evaluation to focus on the Board evaluating the CEO/GM. To encourage Board participation, the form was to be streamlined and a process for completing the evaluation is to be established by the Board.

Based on Executive Committee consensus, the attached Evaluation Form is presented for the Board of Directors adoption to use in evaluating the CEO/General Manager. Once the Evaluation Form is approved by the Board of Directors, the form will be mailed and emailed to all Board Members for completion. Responses will be returned to Legal Counsel, who will then compile the responses for discussion during the Closed Session scheduled for the Board of Directors' on March 4, 2015. During Closed Session, the Board will provide direction to the Board Chair of any recommendations for changes to the Agreement. If there are recommended changes to the Agreement, the Board Chair will negotiate any changes with the CEO/General Manager and present the revised Agreement to the Board of Directors for approval at the April Board of Directors' Meeting. The Board Chair will discuss the results of the evaluation with the CEO/General Manager.

CG:VD

**CEO/ GENERAL MANAGER
ANNUAL EVALUATION
OMNITRANS**

Evaluator's name: _____

Evaluation Period: February 2014
From

February 2015
To

Date of Hire: _____

Years of Service: _____

INSTRUCTIONS:

Complete each performance criteria area and provide a numerical rating as defined. If you do not have sufficient knowledge to rate a category, please insert NA for Not Applicable. Please provide comments in each area indicating if certain criteria elements need additional work, are well performed, or were not observed during the rating period.

JUDGMENT AND PROBLEM SOLVING

Provides in-depth analysis of issues facing the Board; develops resolutions to problems and ensures timely completion; displays sensitivity to differing Board member views; initiates new ideas and displays creativity; anticipates trends and developments and makes appropriate recommendations; develops new methods and processes.

POOR	NEEDS IMPROVEMENT	COMPETENT	HIGHLY COMPETENT	EXCEPTIONAL	SCORE
1	2	3	4	5	

Comments:

CEO/ GENERAL MANAGER ANNUAL EVALUATION OMNITRANS

FISCAL MANAGEMENT

Oversees creation and management of Omnitrans annual operating and capital budget; maintains a fiscally conservative posture for Omnitrans; assures OMNITRANS exerts proper financial controls and makes efforts to minimize waste; seeks outside funding sources; coordinates ongoing management of grant funds; coordinates management of OMNITRANS funds; keeps Board members advised of budget issues; adheres to budget guidelines.

POOR	NEEDS IMPROVEMENT	COMPETENT	HIGHLY COMPETENT	EXCEPTIONAL	SCORE
1	2	3	4	5	

Comments:

COMMUNICATION

Keeps Board members informed on matters of importance in a manner that is clear, appropriately concise and consistent with the facts available. Seeks input from Board members in developing options and programs; provides a monthly management report for all Board meetings and weekly updates; provides new Board member orientation as appropriate; prepares written documents in a thorough and professional manner; delivers well prepared, concise, and understandable public presentations.

POOR	NEEDS IMPROVEMENT	COMPETENT	HIGHLY COMPETENT	EXCEPTIONAL	SCORE
1	2	3	4	5	

Comments:

CEO/ GENERAL MANAGER ANNUAL EVALUATION OMNITRANS

RESPONSIVENESS

Responds quickly to Board member requests; responds effectively to each jurisdiction requests; follows up on transit issues involving member jurisdictions; makes recommendations for Board consideration of new services and products. Work effectively with local governments and community organizations.

POOR	NEEDS IMPROVEMENT	COMPETENT	HIGHLY COMPETENT	EXCEPTIONAL	SCORE
1	2	3	4	5	

Comments:

PLANNING & ORGANIZATION

Implements the Short Range Transit Plan (S RTP) approved by the Board and monitors the implementation of the S RTP through the key performance indicators and recommends changes as needed. Effectively coordinates administrative affairs of the OMNITRANS office; prioritizes and plans work activities; supervises staff effectively and supports their professional development; prepares meeting agenda and related reports; plans for long range projects; ensures systems are current and able to meet growth of OMNITRANS.

POOR	NEEDS IMPROVEMENT	COMPETENT	HIGHLY COMPETENT	EXCEPTIONAL	SCORE
1	2	3	4	5	

Comments:

CEO/ GENERAL MANAGER ANNUAL EVALUATION OMNITRANS

PROFESSIONAL DEVELOPMENT

Demonstrates knowledge of transit issues, standards and trends; expands knowledge in related and new areas of benefit to Omnitrans; shares new information with Board members; accepts criticism and feedback; makes recommendations on training ideas, conferences, and programs.

POOR	NEEDS IMPROVEMENT	COMPETENT	HIGHLY COMPETENT	EXCEPTIONAL	SCORE
1	2	3	4	5	

Comments:

PERSONAL EFFECTIVENESS

Demonstrate initiative, responsiveness and a positive can-do attitude. Demonstrates personal standards of excellence and establishes self as a positive leader of Omnitrans, both inside and outside of the organization.

POOR	NEEDS IMPROVEMENT	COMPETENT	HIGHLY COMPETENT	EXCEPTIONAL	SCORE
1	2	3	4	5	

Comments:

**CEO/ GENERAL MANAGER
ANNUAL EVALUATION
OMNITRANS**

OVERALL EVALUATION

To develop an overall evaluation rating, consider your rating of the other factors and indicate the rating factor below that most closely reflects your overall appraisal of the incumbent in relation to the job requirements. The overall rating is not meant to be a simple average of the previous individual rating factors. A poor score on any single factor, if serious enough, could have enough weight to lower an overall rating, even if other scores are relatively high. Conversely, such a poor score need not have a serious impact on the total score.

POOR	NEEDS IMPROVEMENT	COMPETENT	HIGHLY COMPETENT	EXCEPTIONAL	SCORE
1	2	3	4	5	

Comments:

ITEM # F3

DATE: February 4, 2015

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE CONTRACT AMENDMENT 3 – CONTRACT ITS15-50
SAP ENTERPRISE RESOURCE PLANNING SYSTEM UPGRADE**

FORM MOTION

Authorize the CEO/General Manager to execute Amendment 3 to Contract ITS15-50 with TMR Management Group, Inc. of Harrisburg, PA, for the provision of SAP Enterprise Resource Planning System, to increase the contract by \$50,000, plus 3.27% for Cost Allocation Plan (CAP) in the amount of \$1,635, for a total not-to-exceed amount of \$441,772, and extend the expiration date to July 31, 2015.

BACKGROUND

On October 1, 2014, the Board of Directors authorized the CEO/General Manager to award Contract ITS15-50 for upgrades to the SAP System. Omnitrans utilizes the SAP HR Support Package (SP 40) and ECC EHP 4. Upgrades included the Solution Manager from 7.0 to 7.1, ECC from EHP4 to EHP6, SRM from 7.0 to 7.03, and BSI Tax Factory from 9.0 to 10.0.

SAP is currently operating on SQL 2005 and Windows Server 2003. SAP no longer supports SQL 2005 and requires an upgrade to SQL 2013 (data migration). Data migration is necessary to complete the SAP Enterprise Resource Planning System Upgrade Project, which requires additional technical support.

FUNDING SOURCE

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

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-90-Z112	2014	SAP Enhancement	D1422011F	\$41,308
Prop 1B		2014	SAP Enhancement	D1422011B	\$10,327

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

CONCLUSION

Approval of Amendment No. 3 for TMR Management Group, Inc. will prevent delays, duplication of work, and will maintain consistency in the upgrade process.

PSG:JMS: JC

**AMENDMENT 3
TO CONTRACT ITS15-50**

BETWEEN

OMNITRANS

AND

TMR MANAGEMENT GROUP, INC.

SAP Enterprise Resource Planning System Upgrade Project

This Contract Amendment, effective February 4, 2015 is entered into by and between Omnitrans (hereinafter called "Agency") and TMR Management Group, Inc. (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Agency and Contractor have entered into Contract No. ITS15-50 on October 7, 2014 and;
- II. Agency and Contractor executed Amendment 1 on October 7, 2014 to change the compensation payment type to a lump sum.
- III. Agency and Contractor executed Amendment 2 on January 13, 2015 to increase the Contract amount by \$35,467 for a not-to-exceed of \$390,137.
- IV. Agency and Contractor hereby agree to amend the contract under Amendment 3 to increase the Contract amount by \$50,000 for a not-to-exceed of \$440,137.

NOW THEREFORE, AGENCY and CONTRACTOR hereby amend their Contract as follows:

- I. Section 3. **Compensation**, Delete in its entirety and replace with the following:

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a LUMP SUM basis the total shown in amended Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Four Hundred Forty Thousand One Hundred Thirty Seven Dollars and 00/100 Dollars (\$440,137.00), including all amounts payable to

CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

- II. Attachment C - Cost File, Amended 1-13-15, Delete in its entirety and replace with the attached Attachment C - Cost File, Amended 2-4-15.
- III. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 2 to be executed on the date shown below, and effective on the date first hereinabove written.

Omnitrans



TMR Management Group, Inc.

P. Scott Graham
CEO/General Manager

Manoj Gupta
CEO

Dated _____

Dated _____

DP 
CM 

COST ELEMENTS

COST ELEMENTS		LABOR MILESTONES		SAP Enterprise Resource Planning System Upgrade Project	
1	Delivery of BSI 10.d and HR SP 79				\$88,667.00
2	40% Delivery of EHP6 and SRM 7.03 upgrade				\$106,401.00
3	Acceptance of EHP6 and SRM 7.03 upgrade				\$245,069.00
TOTAL					\$440,137.00

ITEM # F4

DATE: February 4, 2015

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MNT15-99
JANITORIAL SERVICES**

FORM MOTION

Authorize the CEO/General Manager to award Contract MNT15-99 to Commercial Cleaning Services, Inc., of Costa Mesa, CA, for the provision of Janitorial Services for the East Valley and West Valley facilities, the San Bernardino Transit Center*, and the Montclair Transportation Center, beginning March 5, 2015 and ending March 4, 2018, in the amount of \$531,293.92, with the authority to exercise two single option years ending March 4, 2020, with Option Year One in the amount of \$180,651.51, Option Year Two in the amount of \$182,460.41, for a five-year contract total of \$894,405.80, plus a ten percent contingency of \$89,440.58, for a total not-to-exceed amount of \$983,846.40.

BACKGROUND

Omnitrans utilizes a janitorial services firm to provide all equipment, labor and materials to perform general cleaning at the East Valley (EV) Administration, Operations and Maintenance Buildings, West Valley (WV) Operations and Maintenance buildings, and the Montclair Transportation Center (MC). The services for the San Bernardino Transit Center will be phased in upon occupancy. Required services include monthly and quarterly floor service (strip, clean, wax and power buff vinyl and tile floor surfaces), quarterly carpet cleaning and vacuuming of upholstered furniture, and semiannual cleaning of interior and exterior building windows.

On December 3, 2014, Omnitrans' Board of Directors authorized release of Request for Proposals RFP-MNT15-99. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system.

Seven (7) proposals were received by the January 2, 2015 deadline. Three (3) were deemed non-responsive. Four (4) were deemed responsive and evaluated in accordance with the evaluation criteria included in the RFP. After the technical evaluation, one firm was deemed not-

responsible and did not advance. The two highest-ranked firms were invited to submit Best & Final Offers (BAFO).

		Commercial Cleaning Systems	Dedicated Building Services, LLC	Facility Masters
Criteria	Points Possible			
Qualifications	30	26.67	23.33	25
Staffing and Project Organization	15	11.67	10.67	9.33
Work Plan	25	20.67	21	16.67
Technical Total	70	59.00	55.00	51.00
Cost/Price	30	16.75	17.06	17.56
Total Score	100	75.75	72.06	68.56
BAFO	30	29.28	30	
Final Score	100	88.28	85.00	

Commercial Cleaning Systems' BAFO reduced their originally proposed price by \$4,913.66. Commercial Cleaning Systems ranked highest technically and provided the best overall value. The firm's proposed pricing is within the competitive range and therefore deemed fair and reasonable. The total cost per facility is identified below by annual performance period.

	EV	SBTC	WV	MC	Total
Base Year 1	\$17,123.74	\$ 75,420.00	\$ 74,308.70	\$ 8,484.00	\$175,336.44
Base Year 2	\$17,294.98	\$ 76,174.20	\$ 75,059.05	\$ 8,568.84	\$177,097.07
Base Year 3	\$17,468.07	\$ 76,935.99	\$ 75,801.83	\$ 8,654.52	\$178,860.41
Option 1	\$17,642.78	\$ 77,705.25	\$ 76,562.44	\$ 8,741.04	\$180,651.51
Option 2	\$17,818.94	\$ 78,482.38	\$ 77,330.57	\$ 8,828.52	\$182,460.41
Total	\$87,348.51	\$384,717.82	\$379,062.59	\$43,276.92	\$894,405.80

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

FUNDING SOURCE

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

Department	1200
Expenditure Code	503160

*The cost associated with janitorial services for the San Bernardino Transit Center's will be budgeted in Fiscal Year 2016 and beyond.

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

CONCLUSION

By proceeding with this award, Omnitrans will continue to have Janitorial Services onsite to clean facilities without interruption.

PSG:JMS



CONTRACT AGREEMENT

between

Commercial Cleaning Systems
3001 Red Hill Avenue #6-200
Costa Mesa, CA 92626

(hereinafter "CONTRACTOR")
Telephone: (949) 261-1234
Fax: (949) 261-8604

And

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

CONTRACT DOCUMENTS

CONTRACT NO. MNT15-99

JANITORIAL SERVICES

Contract Amount: \$ 610,924.96

Omnitrans Project Manager:

Name: Mark Montgomery
Title: Facilities Manager
Telephone: (909) 379-7175
Email: mark.montgomery@omnitrans.org

Contracts Manager:

Name: Eugenia F. Pinheiro
Title: Contracts Manager
Telephone: (909) 379-7128
Email: eugenia.pinheiro@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING

This Agreement is made and entered into as of this 5th day of March, 2015 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Commercial Cleaning Systems (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities 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 March 4, 2018, unless terminated as specified in Section 8 and 9 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 March 5, 2015 Through March 4, 2020, which period encompasses the Initial Term, Option Year 1 and Option Year 2.

3. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIRM FIXED basis and Optional Work shall be paid on a fully burdened FIXED RATE basis as indicated on Pricing Form - Attachment C and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Six Hundred Ten Thousand Nine Hundred Twenty Four Dollars and Ninety Six Cents (\$610,924.96), 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.

4. 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 services
- Service Date
- Location of Services
- 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.

5. 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.

6. 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: Eugenia F. Pinheiro
Contracts Manager
eugenia.pinheiro@omnitrans.org

To CONTRACTOR:

Commercial Cleaning Systems
3001 Red Hill Avenue #6-200
Costa Mesa, CA 92626
Attn: Dana Holladay
Senior Vice President
Dholladay@commercialcleaningsystems.net

7. 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: Mark Montgomery.

- 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>
Dana Holladay	Senior Vice President
Cameron Danly	Attorney, Senior Account Manager
Tammie Hagadorn	Account Manager

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

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

8. 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.

9. 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.

10. 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. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

11. 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.

12. 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
West Coast Property Maintenance Inc.	Window Washing
P.O. Box 1883	
Huntington Beach, CA 92647	

13. 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.

14. **INSURANCE**

Throughout the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance coverage, which shall be full-coverage insurance not subject to self-insurance provisions. CONTRACTOR shall not of its own initiative cause such insurance to be canceled or materially changed during the term of this Agreement.

- A. **Commercial General Liability including Products/Completed Operations:** \$1,000,000 per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Endorsement naming Omnitrans as Additional Insured.*
- B. **Automobile Liability:** \$1,000,000 combined single limit bodily and property damage liability per accident; *Endorsement naming Omnitrans as Additional Insured.*
- C. **Workers' Compensation:** statutory limits or, a State-Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California; *waiver of subrogation that includes Omnitrans.*

Additional Insured:

Omnitrans, its officers, officials, employees, agents, and volunteers.

15. **INDEMNITY**

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

16. **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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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).

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

- B. Contractor shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

36. 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 Requirements (4) Attachment C, Pricing (5) provisions of RFP-MNT15-99 and (6) CONTRACTOR's proposal dated January 2, 2014.

37. 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

COMMERCIAL CLEANING SYSTEMS

P. SCOTT GRAHAM
CEO/General Manager

DANA A. HOLLADAY
SENIOR VICE PRESIDENT

DATE

DATE

Federal Tax I.D. No. 90-1037691

DP _____

CM _____

SCOPE OF WORK

1. GENERAL REQUIREMENTS

- A. Contractor to furnish all necessary labor, supervision, material, equipment, and supplies to satisfactorily perform janitorial services at various Omnitrans facilities located at 1700 West 5th Street, San Bernardino, CA (hereinafter referred to as East Valley) and 4748 Arrow Highway, Montclair, CA (hereinafter referred to as West Valley).
- B. As the primary public transportation provider for San Bernardino County, California, Omnitrans takes pride in providing an exceptionally clean and safe environment at all times for its patrons and employees, and expects Contractor to demonstrate this same pride in their work performed.
- C. Contractor will maintain the premises of all facilities at an optimum level of cleanliness at all times. These specifications, therefore, shall be a guide for, rather than a limitation to, the services required to effectively maintain the facilities.
- D. Omnitrans' East Valley Administration, Operations, and Maintenance Buildings. Contractor shall provide all equipment, labor, and materials to perform monthly & quarterly janitorial services as prescribed herein. The East Valley Facility has approximately 440 employees.

- 1. The following is a breakdown in square feet of the size of the facility, and approximate square feet of the floor surfaces.

a.	Administration Building	25,600 square feet
i.	Carpeted Areas	15,125 square feet
ii.	No Wax Tile Areas	990 square feet
iii.	No Wax Tile Walls	1,798 square feet
b.	Maintenance & Operations Building	127,000 square feet
i.	Carpeted Areas	15,380 square feet
ii.	No Wax Tile Areas	2,287 square feet
iii.	No Wax Tile Walls	2,803 square feet
iv.	VCT	7,482 square feet

- E. Omnitrans' West Valley Operations Building, Maintenance Building & The Montclair Transportation Center. Contractor shall provide all equipment, labor, and materials to perform full janitorial services as prescribed herein. The West Valley Facility has approximately 205 employees.
1. The following is a breakdown in square feet of the size of the facility, and approximate square feet of the floor surfaces.
 - a. Operations Building 7,835 square feet
 - i. Carpeted Areas 3,500 square feet
 - ii. Tile Areas 4,335 square feet
 - b. Maintenance Building 20,475 square feet
 - i. Carpeted Areas 225 square feet
 - ii. Tile Areas 1,000 square feet
 - c. Transportation Center 150 square feet
- F. *Omnitrans' San Bernardino Transportation Center. Contractor shall provide all equipment, labor, and materials to perform full janitorial services as prescribed herein. The Transportation Center Facility has approximately 25 employees.
1. The following is a breakdown in square feet of the size of the facility, and approximate square feet of the floor surfaces.
 - a. Transportation Center 6718 square feet
 - b. Carpeted Areas 957 square feet
 - c. Tile Areas 1,259 square feet
 - d. Decorative Concrete 2,688 square feet
 - e. Exterior Hard Surfaces square feet
 - f. Rubber Floor Surfaces 895 square feet

* This facility is to be phased into this contract July 2015.

2. CONTRACT COORDINATION

- A. The Contractor shall identify a Quality Control Manager who will visit each facility three times weekly.

- B. The Janitorial Discrepancy Sheet should be reviewed daily by the on-site janitorial supervisor and addressed as soon as possible.
 - C. The Contractor will distribute to the Facility Manager or Facility Supervisor a master cleaning schedule (two weeks prior to monthly, quarterly, semi-annual, and annual) to include, but not be limited to: floor waxing, carpet shampooing, steam cleaning, and daily operations, both on base and transportation centers.
 - D. Due to the disruptive nature of the activity, all floor waxing and carpet cleaning, other than vacuuming, will occur after the end of the business day. This is normally 6:00 p.m., but may vary due to changes in activities and shifts. Contractor shall supply a schedule of these activities to the Facility Manager or Facility Supervisor at least one week before they begin.
 - E. Contractor shall provide service at the San Bernardino Transit Center and West Valley locations every day except on the six days that Omnitrans is closed for recognized holidays. Contractor will ensure that their personnel are present for two (2) four (4) hour periods (the morning period will be from 6:00 a.m. to 10a.m., and the afternoon period from 2:00 p.m. to 6:00 p.m.) for the West Valley location, and for a fourteen hour period between the hours of 7:00 a.m. and 9:00 p.m. for the San Bernardino Transportation center.
 - F. Contractor will provide service to the Montclair Trans Center restroom every day except the six Omnitrans recognized holidays.
 - G. Contractor, or responsible representative authorized to make decisions, will meet with Omnitrans' Facility Manager or Facility Supervisor on a day and time mutually agreed upon to review quarterly Janitorial Service Inspection Reports for the East Valley facility and the weekly Janitorial Service Inspection Reports for West Valley facility, Montclair Transportation Center, San Bernardino Transportation Center, and any other matters pertaining to contract performance.
 - H. Contractor to provide weekly field supervision to ensure janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours.
3. STANDARDS OF PERFORMANCE
- A. The Contractor will furnish a qualified labor force sufficient to satisfactorily complete all specific requirements in the prescribed period.
 - B. The Contractor is required to have at least one employee at the location specified in this scope of work, while work is in progress, which speaks and understands

the English language. When there is more than one Contractor's employee on location, one must be designated as the Contractor's on-site representative, and as the Contractor's representative, must speak and understand the English language.

- C. Both parties understand and agree that only the highest standards of cleanliness are acceptable as found in ISSA and APPA Industry Standards. The level of cleanliness shall be “exceeds standard” and the general impression is one of ordinary tidiness. The General and Specific Requirements are not all inclusive. All items not included but found necessary to properly clean the Agency’s facilities, shall be done as though written herein. The Facility Manager or Facility Supervisor shall judge the performance of the Contractor.
- D. If the Contractor's performance is unsatisfactory, the Agency will verbally advise the Contractor and allow 24 hours to correct deficiencies. If Contractor does not correct deficiencies within the 24 hour time limit, the Agency will give the Contractor a written notice with a deadline date.
 - 1. Failure to comply by the deadline date will result in penalties as stated below:
 - a. First Occurrence - 5% of monthly invoice
 - b. Second Occurrence - 10% of monthly invoice
 - c. Third Occurrence - 15% of monthly invoice and basis for contract review and corrective action.
 - 2. If Contractor has not received a penalty within a continuous six-month period, then one occurrence will be dropped. Agency shall not reimburse the Contractor for any penalized work.
- E. If certain Omnitrans areas are inaccessible to Contractor as a result of Omnitrans’ operations, and prior notification and alternative scheduling were not initiated by Omnitrans’ Project Manager, Contractor will notify Omnitrans’ Facility Manager or Facility Supervisor and prepare an alternative schedule for services. Omnitrans will not deduct for work performed when Omnitrans’ operations prevent satisfactory performance of service(s), provided Contractor notifies Omnitrans’ Facility Manager or Facility Supervisor within a reasonable time period (24 hours or less) that the area was inaccessible during the scheduled cleaning time.
- F. Contractor’s employees shall wear a work uniform that is common, distinguishable, professional, and clean, without tatter and is suitable for seasonal

change when performing services on Authority's property. Uniforms are to be provided by Contractor.

- G. Contractor's employees shall be in good health and able to perform the specified duties.
- H. Contractor will not use convict labor.
- I. Contractor agrees to immediately remove from all Agency's premises any Contractor's employee whose conduct or workmanship is unsatisfactory, as determined solely by the Facility Manager or Facility Supervisor.

4. EQUIPMENT AND SUPPLIES

A. Equipment

- 1. The Contractor will furnish, at its expense, all equipment necessary to properly perform specified work. This should include, but not limited to, buffing machines, industrial type vacuum cleaners, carpet extractors, floor scrubbers, lifts, ladders, etc. Equipment will be maintained in good and safe working condition and, when not in use, will be properly secured in areas provided by the Agency. Large equipment such as steam cleaners shall be removed from Agency's property when not in use, unless otherwise approved by the Agency.
- 2. The Agency has dumpsters on-site for trash disposal.

B. Supplies

- 1. The Contractor will furnish, at its expense, all cleaning supplies necessary to properly perform specified work and maintain established cleaning and sanitary standards. All cleaning products are to be "green products" and deemed to be environmentally friendly. Technical cut sheets and Safety Data Sheets (SDS) are required for all cleaning supplies used by the Contractor before services can begin. Any time there is a change in supplies; a new technical cut sheet and SDS must be submitted and approved in advance of the planned change. The Agency retains the right to require the Contractor to change any item when it has been determined by the Facility Manager or Facility Supervisor that item does not meet acceptable performance, necessary safety standards and applicable air quality rules such as the South Coast Air Quality Management District's requirements for volatile organic compounds.

- a. West Valley and Transportation Center. Contractor shall provide all toilet paper, toilet seat covers, hand soap, hand sanitizer, and feminine hygiene products. Contractor shall provide new dispensers for paper towels, hand soap, and hand sanitizer products. The dispensers shall be of the "hands free" type. Contractor shall collect all monies from the sale of feminine hygiene and retain them for their use. Contractor shall not install additional dispensers without the knowledge and approval of the Project Manager.
2. No cleaning chemicals shall be used that will cause damage to finishes of painted surfaces, tile, or plumbing fixtures.
3. The Contractor is responsible for purchasing and supplying sanitary napkins to be placed in Agency's furnished dispensers in all women's restrooms. The Contractor shall retain all funds collected from the sale of the sanitary napkins.
4. No provisions are made for the storage of equipment or supplies at the Montclair Trans Center. Contractor will be required to bring all equipment and supplies on a daily basis to service the restroom. When completed with the service, all equipment and extra supplies shall be removed.

5 JANITORIAL SERVICE INSPECTION REPORT

The Agency will use this report to verify which services were, or were not, provided and/or satisfactorily performed as called for herein. A copy of the report will be provided to the Contractor. Should any noted deficiencies not be immediately corrected, the Agency shall institute the penalties as outlined in Article 3. For the purpose of clarity and this agreement, the term "immediately corrected" as noted above, is determined to be within 24 hours or less.

6. SECURITY

- A. The Agency will furnish keys and/or access cards for facilities as are deemed necessary. Contractor or Contractor's employees may not duplicate any keys or access cards. The Contractor shall be held accountable and responsible for all keys and access cards issued. Replacement cost of lost keys and access cards will be the Contractor's responsibility. Additionally, the Contractor may be held responsible for the cost of re-keying locks that were operable by the key(s) that were lost or misplaced.

- B. Contractor's employees will not disturb documents, or any other item on desks, tables, file cabinets, etc., or use telephones, radios, television sets, or tamper with personal or Agency's property.
- C. The Contractor is responsible for immediately reporting anything out of the ordinary to the Agency's coordinator.
- D. Contractor's employees will wear in a conspicuous, external fashion and at all times while on Agency premises, an identification badge which includes employee name, employee's picture and Contractor's company name. Identification badges are to be provided by Contractor.

7. SAFETY AND ACCIDENT PREVENTION

- A. In performing any work under this agreement on premises, which are under the direct control of the Agency, the Contractor shall: (1) conform to all safety rules and requirements prescribed by the Agency's Contractor/Vendor Safety Contract Specifications; and (2) take such additional precautions as the Agency may reasonably require for safety and accident prevention purposes. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Agency's personnel performing or in any way coming in contact with the performance of the agreement on such premises. Any violation of such rules and requirements, unless promptly corrected, as directed by the Facility Manager or Facility Supervisor, shall be grounds for termination of this agreement in accordance with the default provisions hereof.
- B. Contractor's employees assigned to perform work at any of the Omnitrans Vehicle Maintenance and service facilities are required to wear steel toe, non-skid footwear. Athletic type footwear is NOT considered acceptable.
- C. Contractor's employees may not use any object other than a commercially manufactured doorstep to prop open doors while working on Agency's premises. Contractor will be held responsible for repayment of damage to floor and/or door if unapproved doorstep is used.

8. DESCRIPTION OF WORK & LOCATIONS

- A. EAST VALLEY ADMINISTRATION, OPERATIONS, AND MAINTENANCE BUILDINGS
 - 1. RESTROOMS
 - a. Monthly Service

- i. Scrub tile floor surfaces using approved cleaning products.
 - b. Quarterly Service
 - i. Clean walls, partitions, doors and door hardware with approved cleaner.
 - ii. Clean all ceramic tile surfaces with approved cleaner.
2. OFFICE SPACES
- a. Monthly Service
 - i. Clean, wax and power buff vinyl and tile floor surfaces using approved cleaning products.
 - b. Quarterly Service
 - i. Clean window blinds.
 - ii. Vacuum clean upholstered furniture.
 - iii. Strip, clean, wax, and power buff vinyl and tile floor surfaces using approved cleaning products.
 - c. Annual Service (June)
 - i. Clean designated cloth covered furniture with approved upholstery cleaner.
3. EMPLOYEE LUNCHROOM/LOUNGE/RECREATION
- a. Monthly Service
 - i. Clean, wax and power buff vinyl and tile floor surfaces using approved cleaning products.
 - b. Quarterly Service
 - i. Vacuum upholstered furniture.
 - ii. Strip, wax and power buff vinyl and tile floor surfaces using approved cleaning product.
 - iii. Clean designated cloth covered furniture with approved upholstery cleaner.
4. HALLWAYS/STAIRWAYS/LOBBY AREAS/ELEVATORS

- a. Monthly Service
 - i. Clean, wax and power buff vinyl and tile floor surfaces using approved cleaning products.
 - b. Quarterly Service
 - ii. Strip, clean, wax and power buff vinyl and tile floor surfaces using approved cleaning products.
5. CONFERENCE AND TRAINING SPACES AND GUARD OFFICE
- a. Quarterly Service
 - i. Clean window blinds.
 - ii. Vacuum upholstered furniture.
 - b. Annual Service (June)
 - i. Clean designated cloth covered furniture with approved upholstery cleaner.
6. WINDOW CLEANING
- a. Semi-Annually (April and October)
 - i. Clean building interior and exterior windows on each building located on campus.
7. CARPET CLEANING
- a. Quarterly
 - i. Contractor shall clean all carpet in the manner specified (soil extraction, rotary spin bonnet or other method developed by the industry) consistent with carpet manufacturer recommendations.
 - ii. Any residue from carpet cleaning that gets on walls and baseboards will be completely cleaned by Contractor.
 - iii. All carpet cleaning shall be done after normal working hours and be scheduled by Omnitrans Facility Manager or his designee.

B. SAN BERNARDNO TRANSPORTATION CENTER.

1. RESTROOMS

a. Daily Service

- i. Clean and sanitize toilet, urinal, sink fixtures and hardware with approved cleaner.
- ii. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
- iii. Sweep and wet mop floor with approved cleaning agent.
- iv. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant, liquid hand soap, and sanitary napkins as necessary.
- v. Empty and clean trash containers and replace plastic liners as necessary.

b. Weekly Service

- i. Clean dirt and lint from ceiling and wall vents as required.
- ii. Clean walls, partitions, doors and door hardware with approved cleaner.
- iii. Clean the outside of storage lockers.

c. Monthly Service

- i. Replace wall mounted deodorant spray cans as required.
- ii. Clean all ceramic tile surfaces with approved cleaner.
- iii. Clean ceiling light fixtures, wall-mounted lighting fixtures and covers as required.

2. OFFICE SPACES

a. Daily Service

- i. Vacuum and spot clean carpet (move furniture as necessary).
- ii. Sweep and damp mop vinyl floors.

- iii. Sweep and wet mop concrete floor with approved cleaning agent.
- iv. Clean walls, doors and door hardware to remove accumulated dust, handprints, kick marks, etc.
- v. Wipe seat and backrest of vinyl/plastic furniture with approved cleaner.
- vi. Wipe clean wooden, vinyl covered, and metal chair armrests.
- vii. Empty and clean trash containers and replace plastic liners as necessary.
- b. Weekly Service
 - i. Clean both sides of glass windows in partitioned offices including windowsills and frames.
 - ii. Clean dirt and lint from ceiling, wall vents and light fixtures as required.
- c. Monthly Service
 - i. Polish desktops and wooden furniture.
 - ii. Vacuum clean upholstered furniture.
 - iii. Dust picture frames (wall mounted) and clean glass covers.
 - iv. Clean, wax and power buff vinyl and tile floor surfaces using approved cleaning products.
- d. Quarterly Service
 - i. Clean all carpets with an accepted and approved cleaning system.
 - ii. Strip, clean, wax and power buff vinyl and tile floor surfaces using approved cleaning products.
 - iii. Clean window blinds.
- e. Annual Service

- i. Clean designated cloth covered furniture with approved upholstery cleaner.

3. EMPLOYEE LUNCHROOM/LOUNGE/RECREATION

a. Daily Service

- i. Vacuum and spot clean carpet with capture dry clean system.
- ii. Sweep and wet mop vinyl floor with approved cleaning agent.
- iii. Clean and sanitize sinks, sink counters and sink hardware with approved cleaning agent.
- iv. Clean food preparation/heating appliances.
- v. Wipe clean exterior of vending machines, refrigerators, freezers and cabinets.
- vi. Clean tabletops and seats (includes furniture located on adjacent exterior patios).
- vii. Clean walls, doors and door hardware.
- viii. Wipe clean all furniture not specifically identified in numbers v. and vi.
- ix. Empty and clean ash trays.
- x. Empty and clean trash containers and replace plastic liners as necessary.
- xi. Clean and sanitize public telephones.
- xii. Sweep and remove trash/debris from outside lunchroom patio.
- xiii. Spot clean interior and exterior of glass windows and doors.

b. Weekly Service

- i. Clean exterior of windows.
- ii. Clean and sanitize interior of refrigerators.

- iii. Clean and sanitize microwaves.
- c. Monthly Service
 - i. Clean, wax and power buff vinyl and tile floors with approved cleaning products.
 - ii. Vacuum upholstered furniture.
 - iii. Clean legs of all tables and chairs.
 - iv. Clean dirt and lint from ceiling and wall vents as required.
 - v. Clean ceiling lighting fixtures, wall-mounted lighting fixtures and covers as required.
- d. Quarterly Service
 - i. Strip, clean, wax and power buff vinyl and tile floors with approved cleaning products.

4. HALLWAYS/LOBBY AREAS

- a. Daily Service
 - i. Vacuum and spot clean carpet with capture dry clean system.
 - ii. Sweep and wet mop vinyl, tile and concrete surface with approved cleaning agent.
 - iii. Wipe clean handrail.
 - iv. Clean wall surface to remove accumulated dust, handprints, kick marks, etc.
 - v. Clean and sanitize public telephones.
 - vi. Empty and clean trash containers and replace plastic liners as necessary.
 - vii. Spot clean interior and exterior glass on all first floor entrance/exit doors.
 - viii. Clean and sanitize drinking fountains.
- b. Monthly Service

- i. Clean, wax and power buff vinyl and tile floor surfaces.
- ii. Clean ceiling light fixtures, wall-mounted lighting fixtures and covers.
- iii. Clean ceiling and wall vents.
- c. Quarterly Service
 - i. Strip, clean, wax and power buff vinyl and tile floors with approved cleaning products.

C. WEST VALLEY OPERATIONS BUILDING, MAINTENANCE BUILDING & TRANSPORTATION CENTER

1. RESTROOMS

- a. Daily Service
 - i. Clean and sanitize toilet, urinal, sink fixtures and hardware with approved cleaner.
 - ii. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
 - iii. Sweep and wet mop floor with approved cleaning agent.
 - iv. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant, liquid hand soap, and sanitary napkins as necessary.
 - v. Empty and clean trash containers and replace plastic liners as necessary.
- b. Weekly Service
 - i. Clean dirt and lint from ceiling and wall vents as required.
 - ii. Clean walls, partitions, doors and door hardware with approved cleaner.
 - iii. Clean the outside of storage lockers.
- c. Monthly Service
 - i. Replace wall mounted deodorant spray cans as required.

- ii. Clean all ceramic tile surfaces with approved cleaner.
- iii. Clean ceiling light fixtures, wall-mounted lighting fixtures and covers as required.

2. OFFICE SPACES

a. Daily Service

- i. Vacuum and spot clean carpet (move furniture as necessary).
- ii. Sweep and damp mop vinyl floors.
- iii. Sweep and wet mop concrete floor with approved cleaning agent.
- iv. Clean walls, doors and door hardware to remove accumulated dust, handprints, kick marks, etc.
- v. Wipe seat and backrest of vinyl/plastic furniture with approved cleaner.
- vi. Wipe clean wooden, vinyl covered, and metal chair armrests.
- vii. Empty and clean trash containers and replace plastic liners as necessary.

b. Weekly Service

- i. Clean both sides of glass windows in partitioned offices including windowsills and frames.
- ii. Clean dirt and lint from ceiling, wall vents and light fixtures as required.

c. Monthly Service

- i. Polish desktops and wooden furniture.
- ii. Vacuum clean upholstered furniture.
- iii. Dust picture frames (wall mounted) and clean glass covers.
- iv. Clean, wax and power buff vinyl and tile floor surfaces using approved cleaning products.

- d. Quarterly Service
 - i. Clean all carpets with an accepted and approved cleaning system.
 - ii. Strip, clean, wax and power buff vinyl and tile floor surfaces using approved cleaning products.
 - iii. Clean window blinds.
- e. Annual Service
 - i. Clean designated cloth covered furniture with approved upholstery cleaner.

3. EMPLOYEE LUNCHROOM/LOUNGE/RECREATION

- a. Daily Service
 - i. Vacuum and spot clean carpet with capture dry clean system.
 - ii. Sweep and wet mop vinyl floor with approved cleaning agent.
 - iii. Clean and sanitize sinks, sink counters and sink hardware with approved cleaning agent.
 - iv. Clean food preparation/heating appliances.
 - v. Wipe clean exterior of vending machines, refrigerators, freezers and cabinets.
 - vi. Clean tabletops and seats (includes furniture located on adjacent exterior patios).
 - vii. Clean walls, doors and door hardware.
 - viii. Wipe clean all furniture not specifically identified in numbers v. and vi.
 - ix. Empty and clean ash trays.
 - x. Empty and clean trash containers and replace plastic liners as necessary.
 - xi. Clean and sanitize public telephones.

- xii. Sweep and remove trash/debris from outside lunchroom patio.
- xiii. Spot clean interior and exterior of glass windows and doors.
- b. Weekly Service
 - i. Clean exterior of windows.
 - ii. Clean and sanitize interior of refrigerators.
 - iii. Clean and sanitize microwaves.
- c. Monthly Service
 - i. Clean, wax and power buff vinyl and tile floors with approved cleaning products.
 - ii. Vacuum upholstered furniture.
 - iii. Clean legs of all tables and chairs.
 - iv. Clean dirt and lint from ceiling and wall vents as required.
 - v. Clean ceiling lighting fixtures, wall-mounted lighting fixtures and covers as required.
- d. Quarterly Service
 - i. Strip, clean, wax and power buff vinyl and tile floors with approved cleaning products.
- 4. HALLWAYS/LOBBY AREAS
 - a. Daily Service
 - i. Vacuum and spot clean carpet with capture dry clean system.
 - ii. Sweep and wet mop vinyl, tile and concrete surface with approved cleaning agent.
 - iii. Wipe clean handrail.
 - iv. Clean wall surface to remove accumulated dust, handprints, kick marks, etc.

- v. Clean and sanitize public telephones.
- vi. Empty and clean trash containers and replace plastic liners as necessary.
- vii. Spot clean interior and exterior glass on all first floor entrance/exit doors.
- viii. Clean and sanitize drinking fountains.
- b. Monthly Service
 - i. Clean, wax and power buff vinyl and tile floor surfaces.
 - ii. Clean ceiling light fixtures, wall-mounted lighting fixtures and covers.
 - iii. Clean ceiling and wall vents.
- c. Quarterly Service
 - i. Strip, clean, wax and power buff vinyl and tile floors with approved cleaning products.

5. CONFERENCE AND TRAINING SPACES

- a. Daily Service
 - i. Vacuum and spot clean carpet with capture dry clean system.
 - ii. Sweep and wet mop vinyl and concrete surface with approved cleaning agent.
 - iii. Clean walls, doors and door hardware to remove accumulated dust, handprints, kick marks, etc.
 - iv. Clean table, desk and workbench tops.
 - v. Clean vinyl and plastic chair seats and backrests.
 - vi. Clean wall and pedestal mounted writing boards.
 - vii. Empty and clean trash containers and replace plastic liner as necessary.
- b. Monthly Service

- i. Polish conference room tabletop
- ii. Clean table and chair leg assemblies.
- iii. Clean, wax and power buff vinyl and tile floor surfaces.
- iv. Vacuum upholstered furniture.
- v. Clean ceiling lighting fixtures, wall-mounted lighting fixtures and covers as required.
- vi. Clean dirt and dust from ceiling and wall vents as required.
- c. Quarterly Service
 - i. Strip, clean, wax and power buff vinyl and tile floors with approved cleaning products.
 - ii. Clean window blinds.
- d. Annual Service (June)
 - i. Clean designated cloth covered furniture with approved upholstery cleaner.

6. BUS MAINTENANCE GARAGE/PARTS AREAS

- a. Daily Service
 - i. Empty all trash cans and replace the plastic liners as required.
 - ii. Pick up trash around the building exterior.
 - iii. Clean and sanitize the drinking fountains.
 - iv. Mop up oil spots on the shop floor.
 - v. Sweep floors.
- b. Weekly Service
 - i. Clean patio and patio furniture.
 - ii. Wipe handprints off of all shop doors.
 - iii. Dry mop the parts area.

- iv. Dust flat surfaces around and including the mailboxes.
 - v. Clean the Vidmar countertop.
 - vi. Scrub floors.
 - c. Monthly Service
 - i. Clean both shop pits including the safety rails.
 - ii. Clean the welding area.
 - iii. Clean the lift saddles on the floor hoists.
 - d. Quarterly Service
 - i. Clean the light diffusers.
 - ii. Clean the shop walls up to 10 feet from the floor.
 - iii. Clean the computer server room.
 - e. Semi-Annual Service
 - i. Dust the shop walls above the 10 foot level.
 - ii. Remove cobwebs from ceiling corners and channels.
 - iii. Sweep out the main electrical closet.
 - iv. Clean the overhead conduits and piping.
- 7. FUEL ISLAND
 - a. Daily Service
 - i. Replenish paper towel products for window washing stations as needed (Utilize existing dispensers).
- 8. BUILDING EXTERIORS (GENERAL)
 - a. Daily Service
 - i. Remove and dispose of all trash on walkways, roadway gutters and in landscaped areas.
 - ii. Clean accumulated dust, dirt, etc., from walls and doors.
 - iii. Empty all exterior trash cans and cigarette urns.

- b. OUTSIDE TRASH ENCLOSURES
 - i. Daily Service
 - ii. Clean up trash from ground in and around dumpsters.
- c. Semi-annually (April & October)
 - i. Clean building interior and exterior windows on each building located on campus.

9. CARPET CLEANING

- a. Quarterly
 - i. Contractor shall clean all carpet in the manner specified (soil extraction, rotary spin bonnet or other method developed by the industry) consistent with carpet manufacturer recommendations.
 - ii. Any residue from carpet cleaning that gets on walls and baseboards will be completely cleaned by Contractor.
 - iii. All carpet cleaning shall be done after normal working hours and be scheduled by Omnitrans Facility Manager.

D. MONTCLAIR TRANSPORTATION CENTER

1. RESTROOMS

- a. Twice Daily Service (Once during normal business hours and once after normal business hours)
 - i. Clean and sanitize toilet, urinal, sink fixtures and hardware with approved cleaner.
 - ii. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
 - iii. Sweep and wet mop floor with approved cleaning agent.
 - iv. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant, and sanitary napkins as necessary.

- v. Empty and clean trash containers and replace plastic liners as necessary.
- b. Weekly Service
 - i. Clean dirt and lint from ceiling and wall vents as required.
 - ii. Clean walls, partitions, doors and door hardware with approved cleaner.
- c. Monthly Service
 - i. Replace wall mounted deodorant spray cans as required.
 - ii. Clean all ceramic tile surfaces with approved cleaner.
 - iii. Clean ceiling light fixtures, wall-mounted lighting fixtures and covers as required.

ATTACHMENT C - PRICING						
MNT15-99						
JANITORIAL SERVICES						
East Valley Administration, Operations and Maintenance Buildings						
Base Year 1						
Monthly	Quarterly	Semi-Annual	Annual	TOTAL		
\$ 37.20	\$ 115.10			\$ 906.80		
\$ 186.00	\$ 575.50		\$ 493.00	\$ 5,027.00		
\$ 37.20	\$ 115.10			\$ 906.80		
\$ 66.96	\$ 207.18			\$ 1,632.24		
\$ 44.64	\$ 138.12		\$ 2,082.50	\$ 3,170.66		
		\$ 1,380.00		\$ 2,760.00		
	\$ 680.06			\$ 2,720.24		
				\$ 17,123.74		
Base Year 2						
\$ 37.57	\$ 116.25			\$ 915.84		
\$ 187.86	\$ 581.26		\$ 497.93	\$ 5,077.29		
\$ 37.57	\$ 116.25			\$ 915.84		
\$ 67.63	\$ 209.25			\$ 1,648.56		
\$ 45.09	\$ 139.50		\$ 2,103.33	\$ 3,202.41		
		\$ 1,393.80		\$ 2,787.60		
	\$ 686.86			\$ 2,747.44		
				\$ 17,294.98		
Base Year 3						
\$ 37.95	\$ 117.41			\$ 925.04		
\$ 189.74	\$ 587.07		\$ 502.91	\$ 5,128.07		
\$ 37.95	\$ 117.41			\$ 925.04		
\$ 68.31	\$ 211.34			\$ 1,665.08		
\$ 45.54	\$ 140.90		\$ 2,124.36	\$ 3,234.44		
		\$ 1,407.74		\$ 2,815.48		
	\$ 693.73			\$ 2,774.92		
				\$ 17,468.07		
Option Year 1						
\$ 38.33	\$ 118.59			\$ 934.32		
\$ 191.64	\$ 592.94		\$ 507.94	\$ 5,179.38		
\$ 38.33	\$ 118.59			\$ 934.32		
\$ 68.99	\$ 213.46			\$ 1,681.72		
\$ 45.99	\$ 142.31		\$ 2,145.60	\$ 3,266.72		
		\$ 1,421.82		\$ 2,843.64		
	\$ 700.67			\$ 2,802.68		
				\$ 17,642.78		
Option Year 2						
\$ 38.71	\$ 119.77			\$ 943.60		
\$ 193.55	\$ 598.87		\$ 513.02	\$ 5,231.10		
\$ 38.71	\$ 119.77			\$ 943.60		
\$ 69.68	\$ 215.59			\$ 1,698.52		
\$ 46.45	\$ 143.73		\$ 2,167.06	\$ 3,299.38		
		\$ 1,436.03		\$ 2,872.06		
	\$ 707.67			\$ 2,830.68		
				\$ 17,818.94		
TOTAL				\$ 87,348.51		

ATTACHMENT C - PRICING						
MNT15-99						
JANITORIAL SERVICES						
San Bernardino Transit Center						
Base Year 1						
Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual	TOTAL
\$ 26.81	\$ 187.98	\$ 817.70				\$ 9,812.40
\$ 134.05	\$ 939.89	\$ 4,088.50	\$ 455.00		\$ 300.00	\$ 51,182.00
\$ 53.62	\$ 375.95	\$ 1,635.40	\$ 182.00			\$ 20,352.80
\$ 53.62		\$ 1,635.40	\$ 182.00			\$ 20,352.80
						\$ 101,700.00
Base Year 2						
\$ 27.08	\$ 189.86	\$ 825.88				\$ 9,910.56
\$ 135.39	\$ 949.28	\$ 4,129.39	\$ 459.55		\$ 303.00	\$ 51,693.88
\$ 54.16	\$ 379.71	\$ 1,651.75	\$ 183.82			\$ 20,556.28
\$ 54.16		\$ 1,651.75	\$ 183.82			\$ 20,556.28
						\$ 102,717.00
Base Year 3						
\$ 27.35	\$ 191.76	\$ 834.14				\$ 10,009.68
\$ 136.74	\$ 958.78	\$ 4,170.68	\$ 464.15		\$ 306.03	\$ 52,210.79
\$ 54.70	\$ 383.51	\$ 1,668.27	\$ 185.66			\$ 20,761.88
\$ 54.70		\$ 1,668.27	\$ 185.66			\$ 20,761.88
						\$ 103,744.23
Option Year 1						
\$ 27.62	\$ 193.67	\$ 842.48				\$ 10,109.76
\$ 138.11	\$ 968.36	\$ 4,212.39	\$ 468.79		\$ 309.09	\$ 52,732.93
\$ 55.24	\$ 387.35	\$ 1,684.95	\$ 187.51			\$ 20,969.44
\$ 55.24		\$ 1,684.95	\$ 187.51			\$ 20,969.44
						\$ 104,781.57
Option Year 2						
\$ 27.90	\$ 195.61	\$ 850.90				\$ 10,210.80
\$ 139.49	\$ 978.05	\$ 4,254.51	\$ 473.47		\$ 312.18	\$ 53,260.18
\$ 55.80	\$ 391.22	\$ 1,701.80	\$ 189.39			\$ 21,179.16
\$ 55.80		\$ 1,701.80	\$ 189.39			\$ 21,179.16
						\$ 105,829.30
TOTAL						\$ 518,772.10

ATTACHMENT C - PRICING									
MNT15-99									
JANITORIAL SERVICES									
West Valley Operations and Maintenance Building									
Base Year 1									
Daily	Weekly	Monthly	Quarterly	Semi-annual	Annual	TOTAL			
\$ 19.26	\$ 135.01	\$ 587.30				\$ 7,047.60			
\$ 67.40	\$ 472.54	\$ 2,055.55	\$ 207.00		\$ 127.50	\$ 25,622.10			
\$ 19.26	\$ 135.01	\$ 587.30	\$ 62.10			\$ 7,296.00			
\$ 28.88		\$ 880.95	\$ 62.40			\$ 10,821.00			
\$ 23.11		\$ 704.76	\$ 41.40		\$ 127.50	\$ 8,750.22			
\$ 28.88	\$ 202.52	\$ 880.95	\$ 40.10	\$ 362.04		\$ 11,455.88			
\$ 2.70						\$ 969.30			
\$ 2.70						\$ 969.30			
\$ 2.70						\$ 969.30			
			\$ 102.00			\$ 408.00			
						\$ 74,308.70			
Base Year 2									
\$ 19.45	\$ 136.36	\$ 593.17				\$ 7,118.04			
\$ 68.07	\$ 477.27	\$ 2,076.11	\$ 209.07		\$ 128.78	\$ 25,878.38			
\$ 19.45	\$ 136.36	\$ 593.17	\$ 62.72			\$ 7,368.92			
\$ 29.17		\$ 889.76	\$ 62.72			\$ 10,928.00			
\$ 23.34		\$ 711.81	\$ 41.81		\$ 128.78	\$ 8,837.74			
\$ 29.17	\$ 204.54	\$ 889.76	\$ 41.81	\$ 365.66		\$ 11,575.68			
\$ 2.73						\$ 980.07			
\$ 2.73						\$ 980.07			
\$ 2.73						\$ 980.07			
			\$ 103.02			\$ 412.08			
						\$ 75,059.05			
Base Year 3									
\$ 19.64	\$ 137.73	\$ 599.10				\$ 7,189.20			
\$ 68.75	\$ 482.04	\$ 2,096.87	\$ 211.16		\$ 130.06	\$ 26,137.14			
\$ 19.64	\$ 137.73	\$ 599.10	\$ 63.35			\$ 7,442.60			
\$ 29.46		\$ 898.66	\$ 63.35			\$ 11,037.32			
\$ 23.57		\$ 718.93	\$ 42.23		\$ 130.06	\$ 8,926.14			
\$ 29.46	\$ 206.59	\$ 898.66	\$ 42.23	\$ 369.32		\$ 11,691.48			
\$ 2.75						\$ 987.25			
\$ 2.75						\$ 987.25			
\$ 2.75						\$ 987.25			
			\$ 104.05			\$ 416.20			
						\$ 75,801.83			
Option Year 1									
\$ 19.84	\$ 139.10	\$ 605.10				\$ 7,261.20			
\$ 69.44	\$ 486.86	\$ 2,117.84	\$ 213.27		\$ 131.36	\$ 26,398.52			
\$ 19.84	\$ 139.10	\$ 605.10	\$ 63.98			\$ 7,517.12			
\$ 29.76		\$ 907.64	\$ 63.98			\$ 11,147.60			
\$ 23.81		\$ 726.11	\$ 42.65		\$ 131.36	\$ 9,015.28			
\$ 29.76	\$ 208.65	\$ 907.64	\$ 42.65	\$ 373.01		\$ 11,808.30			
\$ 2.78						\$ 998.02			
\$ 2.78						\$ 998.02			
\$ 2.78						\$ 998.02			
			\$ 105.09			\$ 420.36			
						\$ 76,562.44			
Option Year 2									
\$ 20.04	\$ 140.49	\$ 611.15				\$ 7,333.80			
\$ 70.13	\$ 491.73	\$ 2,139.01	\$ 215.41		\$ 132.68	\$ 26,662.44			
\$ 20.04	\$ 140.49	\$ 611.15	\$ 64.62			\$ 7,592.28			
\$ 30.06		\$ 916.72	\$ 64.62			\$ 11,259.12			
\$ 24.05		\$ 733.38	\$ 43.08		\$ 132.68	\$ 9,105.56			
\$ 30.06	\$ 210.74	\$ 916.72	\$ 43.08	\$ 376.74		\$ 11,926.44			
\$ 2.81						\$ 1,008.79			
\$ 2.81						\$ 1,008.79			
\$ 2.81						\$ 1,008.79			
			\$ 106.14			\$ 424.56			
						\$ 77,330.57			
TOTAL						\$ 379,062.59			

ATTACHMENT C - PRICING					
MNT15-99					
JANITORIAL SERVICES					
Montclair Transportation Center					
Base Year 1					
Daily	Weekly	Monthly	Quarterly	Semi-annual Annual	TOTAL
\$ 23.18	\$ 162.53	\$ 707.00			\$ 8,484.00
Base Year 2					
Daily	Weekly	Monthly	Quarterly	Semi-annual Annual	TOTAL
\$ 23.41	\$ 164.15	\$ 714.07			\$ 8,568.84
Base Year 3					
Daily	Weekly	Monthly	Quarterly	Semi-annual Annual	TOTAL
\$ 23.65	\$ 165.80	\$ 721.21			\$ 8,654.52
Option Year 1					
Daily	Weekly	Monthly	Quarterly	Semi-annual Annual	TOTAL
\$ 23.88	\$ 167.45	\$ 728.42			\$ 8,741.04
Option Year 2					
Daily	Weekly	Monthly	Quarterly	Semi-annual Annual	TOTAL
\$ 24.12	\$ 169.13	\$ 735.71			\$ 8,828.52
TOTAL					\$ 43,276.92

ITEM # G1

DATE: February 4, 2015

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing and Planning

**SUBJECT: PUBLIC HEARINGS FOR THE DEVELOPMENT OF THE FY2016
SERVICE ELEMENT**

FORM MOTION

Authorize the CEO/General Manager to issue a Call for Public Hearings associated with the development of Omnitrans Fiscal Year 2016 Annual Service Element to be held at multiple locations and times during the week of March 23, 2015 and closing on April 3, 2015.

The item was reviewed by the Plans and Programs Committee at its January 26, 2015 meeting, and recommended for approval.

SUMMARY

The Annual Service Element is one of four documents (Budget, Marketing Element, Service Element & Management Element) typically brought to the Board of Directors that create the tactically focused annual Management Plan. The service element outlines the service levels proposed with a specific focus on service, fare or policy changes.

Omnitrans builds service changes based on passenger, stakeholder and community input combined with ongoing rigorous analysis based on Board adopted service performance standards and service warrants as expressed in the Short-Range Transit Plan (SRTP).

While Omnitrans routinely seeks on-going public input, a public hearing is required for major service changes, fare changes or policy changes that impact the way a customer becomes eligible for service. Major Service changes are defined as a change that impacts at least twenty-five percent (25%) of any routes, revenue hours, revenue miles, or ridership.

In the development of the Fiscal Year 2016 (FY2016) service element, which covers July 2015 through June 2016, Omnitrans is proposing five changes that require public input.

- 1) **West Valley Implementation of OmniConnects Routing:** OmniConnects, the SRTP adopted by the Board in May of 2014, reemphasizes Omnitrans focus on productivity-oriented services, straightening of routes and reconfiguring routes to reduce duplicate service. The OmniConnects SRTP included implementation of route changes in East Valley in September 2014 and a plan to implement West Valley changes in September 2015.
- 2) **Rerouting for the San Bernardino Transit Center:** The San Bernardino Transit Center is scheduled to be completed in summer 2015. Omnitrans intends to begin revenue service at the facility in September 2015. The location is expected to serve 6,000 daily riders with a total of 14 routes, including services from Victor Valley Transit Authority (VVTA) and Mountain Transit. The San Bernardino Transit Center is 0.7 miles southeast of Omnitrans current downtown transfer center.
- 3) **Introduction of Interstate 10 Freeway Express Pilot Program:** The OmniConnects SRTP proposed using identified savings for the expansion of Omnitrans one route freeway express service, which is currently limited to one route (Route 215). Based on strong public support and a prioritization of freeway express routes determined by ridership potential, Omnitrans is recommending a pilot program on Interstate 10 between San Bernardino and Montclair to reduce east-west travel times by up to 50% compared to current local bus service.
- 4) **ADA Access Area Revisions for Proposed Routing:** The Access service area is defined by a $\frac{3}{4}$ -mile area around Omnitrans fixed route service. With the fixed route changes under consideration, there are some minor adjustments that would be made to the Access service area.
- 5) **In-Person Interview for ADA Access Service Eligibility:** Currently, Access applicants submit the American's with Disabilities Act (ADA) application and doctor's verification in writing through the mail. Approximately 30% of applications are not completed within the application timelines. Omnitrans is seeking public comment on adding an in-person interview to the ADA Access application process to reduce the number of incomplete applications and to better manage the application process to ensure truly eligible individuals are certified for Access.

Omnitrans staff will compile, analyze and respond to public comments that are collected at the Public Hearings. These comments will be used to improve the service proposals prior to the submission of the Service Element to the Plans and Programs Committee for review in April 2015 and, if the Committee recommends, to the Board of Directors in May 2015.

PUBLIC HEARING LOCATIONS

In order to maximize the potential for public involvement, Omnitrans holds a mix of formal and informal public hearings in a variety of locations and times throughout Omnitrans' service area. This approach is based on Omnitrans' Public Outreach Plan which was adopted by the Board in 2007 and has been much more successful in generating public participation than a single public hearing held at a Board Meeting.

The Public Hearings are proposed for:

City	Location	Day & Date	Time	Routes
Highland	City Council Chambers 27215 Base Line Highland	Thursday March 19, 2015	9:00 A.M. – 12:00 P.M.	3/4, 15
Yucaipa	Yucaipa Transit Center 34276 Yucaipa Boulevard	Thursday March 19, 2015	3:00 P.M. - 6:00 P.M.	19, 308, 309, 310
Montclair	Montclair Transit Center 5091 Richton Road	Monday, March 23, 2015	7:00 A.M. - 11:00 A.M.	65, 66, 67, 68, & 80
Rancho Cucamonga	City Council Chambers 10500 Civic Center Drive	Monday, March 23, 2015	1:00 P.M. - 4:00 P.M.	66, 68, & 82
Fontana	Fontana Metrolink Station 16777 Orange Way	Tuesday, March 24, 2015	7:00 A.M. - 10:00 A.M.	10, 14, 15, 19, 20, 61, 66, 67 & 82
San Bernardino	4 th Street Transfer Center (Carousel Mall Side)	Tuesday, March 24, 2015	11:00 A.M. - 2:00 P.M.	1, 2, 3/4, 7, 8, 10, 11, 14, 15, 215, & sbX
San Bernardino	Omnitrans Large Lobby Conference Room 1700 W. Fifth Street	Tuesday, March 24, 2015	3:00 P.M. - 7:00 P.M.	14
Chino	City Council Chambers 13220 Central Avenue	Wednesday, March 25, 2015	8:00 A.M. - 11:00 A.M.	63, 65, 68, 83 & OmniGo 365
Fontana	Fontana Metrolink Station 16777 Orange Way	Wednesday, March 25, 2015	3:00 P.M. - 6:30 P.M.	10, 14, 15, 19, 20, 61, 66, 67 & 82
Rancho Cucamonga	Chaffey College Transit Center (Off College Drive)	Thursday, March 26, 2015	9:30 A.M. - 1:00 P.M.	68, 80, 81
Ontario	City Hall Community Rooms 1 & 2 303 East B Street	Thursday, March 26, 2015	3:30 P.M. - 7:00 P.M.	61, 63, 80, 81
San Bernardino	4 th Street Transfer Center (Carousel Mall Side)	Friday, March 27, 2015	7:00 A.M. - 10:00 A.M.	1, 2, 3/4, 7, 8, 10, 11, 14, 15, 215, & sbX

The public hearing locations were chosen to match location where the majority of service changes are proposed. As a result, the public hearings are focused in West Valley cities and in the City of San Bernardino.

The public hearings will be advertised in local newspapers, on board buses, at transit centers, on Omnitrans.Org, in social media and through newsletters.

Proposed Service Changes

Details of the five service categories being considered for the FY2016 Service Element are described below. The appendix to this report includes a change summary by route and by city or major unincorporated area.

West Valley OmniConnects Implementation

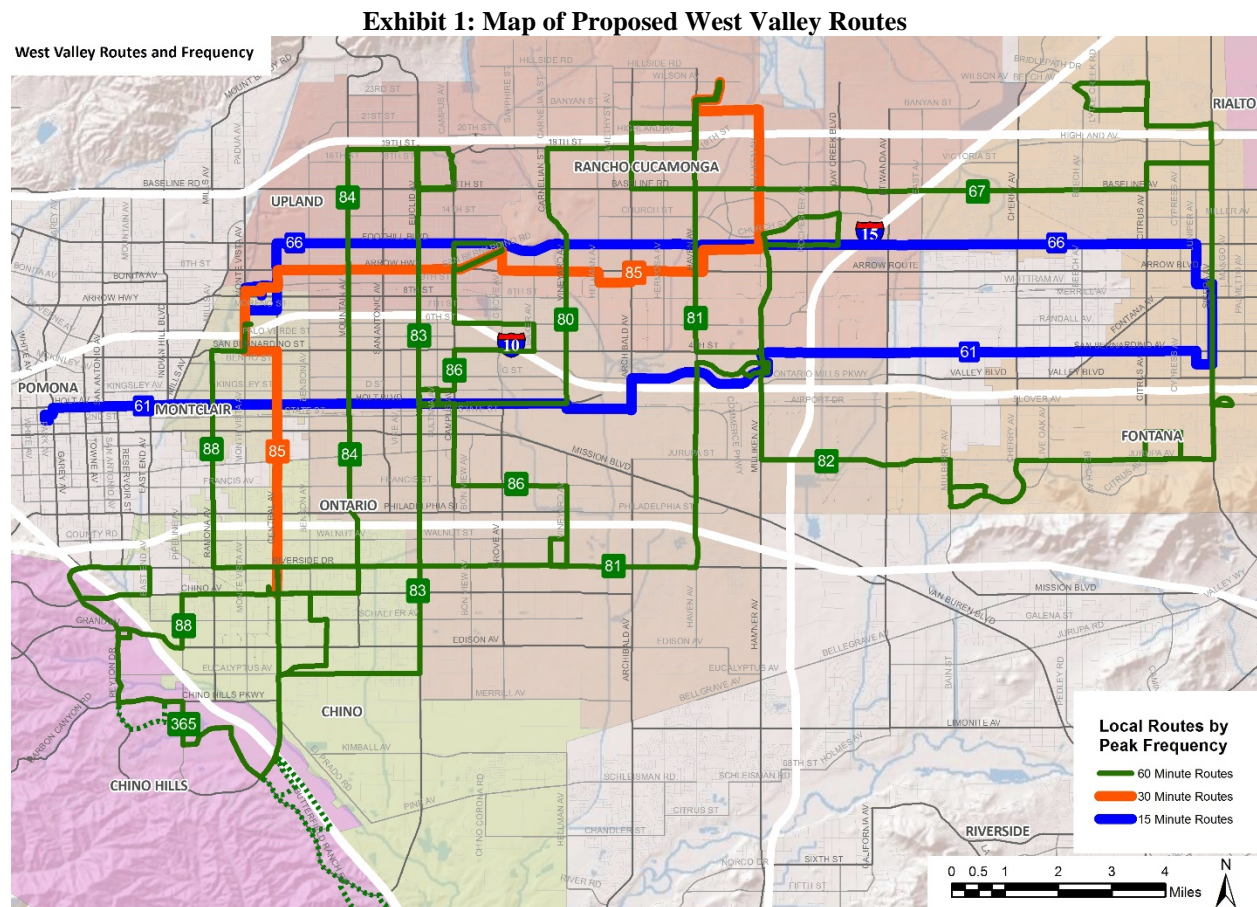
The OmniConnects FY2015-2020 SRTP delivered a plan to reemphasize Omnitrans commitment to delivering effective, efficient and productive service that meets the needs of riders while working to reduce travel times. In May 2014, the Board approved the OmniConnects routing plan, which included a two phased implementation plan. The East Valley route changes were

implemented in September 2014. West Valley route changes were scheduled to be implemented in September 2015.

Even though OmniConnects went through extensive rounds of public comment, public comments need to be sought prior to implementation because often changes arise between plan and implementation. Based on public comments received and lessons learned from the East Valley implementation, four minor changes have been proposed compared to plan:

- 1) Route numbering has been changed so that North-South routes with changes have been renumbered into the 80 series of routes;
- 2) Route 85 has been modified to maintain a deviation to serve the Chaffey College Learning Development Center;
- 3) Route 85 has been extended farther east of Archibald Avenue to maintain connection to the Rancho Cucamonga Civic Center and to Milliken Avenue before heading north to Chaffey College; and,
- 4) Route 67 has been extended farther west to Archibald Avenue to maintain service at Hermosa & Baseline and Archibald and Baseline due to frequent public requests.

The proposed West Valley routing map can be seen below.



San Bernardino Transit Center Routing

Omnitrans is scheduled to open a new transfer facility for passengers in September 2015. The San Bernardino Transit Center (SBTC), at E Street and Rialto Avenue in downtown San Bernardino, will be home to a new building with public restrooms, customer service/pass sales, lost-and-found, and passenger waiting area. The Transit Center will have 20 off-street bus bays for safe transfers; and it will have passenger amenities such as shelters, benches, ticket vending machines, and electronic real-time bus arrival information signage.

The Transit Center is adjacent to the sbX Green Line station on E Street, and will provide transfers to 12 other Omnitrans routes, as well as Mountain Transit and Victor Valley Transit Authority routes.

The San Bernardino Transit Center was designed and constructed by the San Bernardino Associated Governments (SANBAG), along with HDR Engineering, Parsons Brinckerhoff Construction Management, and Kemp Brothers contractors. SANBAG is also working on extending the Metrolink line to the Transit Center, which will be completed in 2016. The Transit Center will be a stop on the Redlands Passenger Rail line, expected to be completed in 2020.

Once the SBTC is open, Omnitrans routing must be adjusted because of the 0.7 mile distance between the current transfer facility and the SBTC. Omnitrans used the routing principles developed in OmniConnects and applied them to the SBTC routing plan.

Specific goals in developing the routing plan for the SBTC included:

- Maximize customer convenience by making the easiest connections possible
- Ensure that the net change was operational cost neutral
- Maintain or improve service to key locations in downtown San Bernardino
- Maintain a grid routing plan to minimize duplication and maximize coverage
- Improve schedule adherence and reliability
- Utilize amenities and encourage transit center use and avoid creating unofficial transfer zones outside of the transit center.

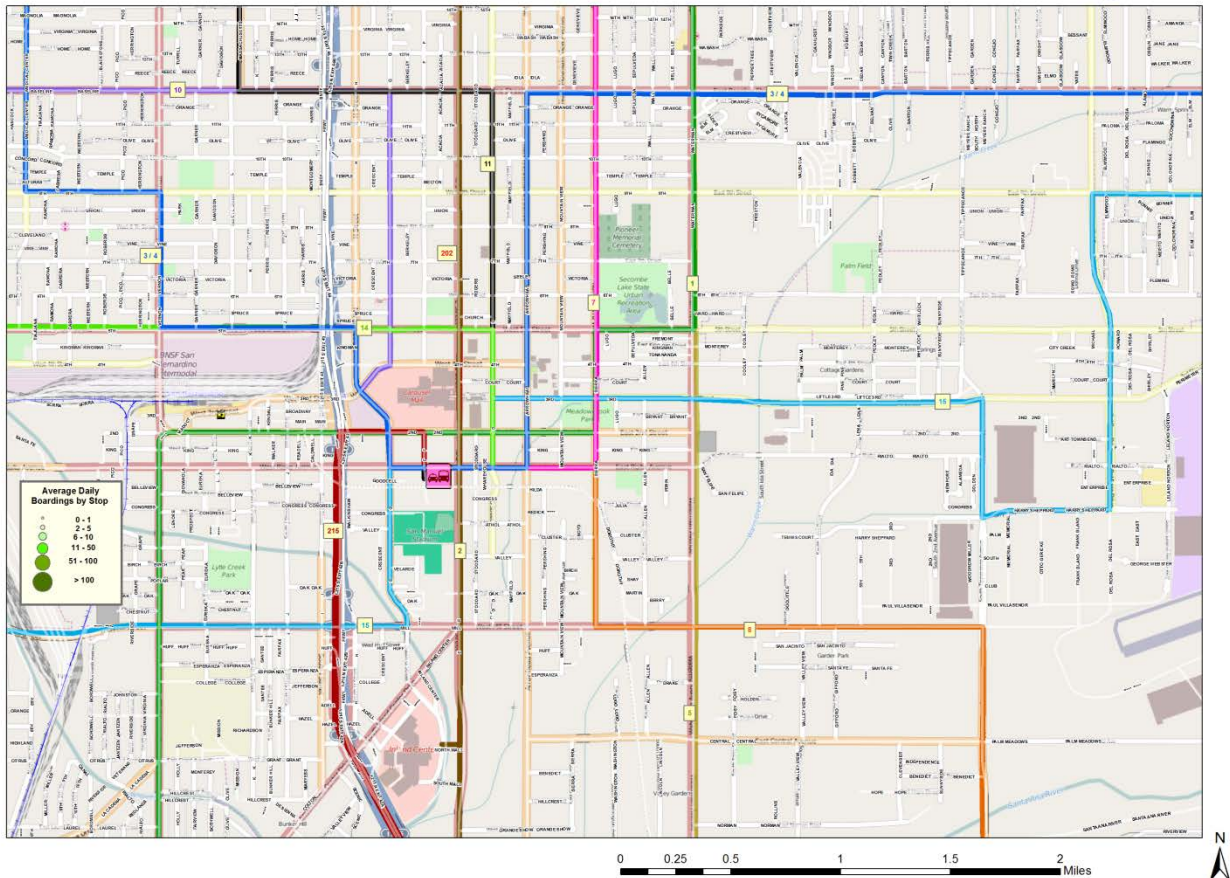
The proposed rerouting in downtown San Bernardino is shown in Exhibit 2. Most of the changes are relatively minor rerouting in nature, but collectively create a major service change. Significant individual routing changes that are being considered include:

- **Route 2:** Reduction in frequency from 30 minute service to 60 minute service since the opening of the San Bernardino Transit Center will eliminate the current 0.4 mile walk between sbX and the other routes serving downtown San Bernardino.
- **Route 8:** Rerouted to serve Mill Street, which provides service to the Department of Aging and Adult Services and Department of Public Health, while also making Route 8 more efficient and streamlined since it can now more easily approach downtown from the southeast.

- **Route 15:** The rerouting of Route 8 removes service from the San Bernardino International Airport including businesses on the northwest corner of the former Norton Air Force base and also from Arrowhead Vista Apartments. Therefore, Route 15 is rerouted to cover these areas. Current routing on 9th Street between Del Rosa and D Streets are covered within an acceptable walking distance of Routes 3 and 4. Route 15 is also rerouted from E Street to G Street in San Bernardino to serve the Loma Linda University Health downtown campus under construction on G Street.
- **Route 1:** With efficiencies gained in the SBTC rerouting, Omnitrans is seeks to increase frequency on the northern part of Route 1 connecting San Bernardino and Highland from 30 minutes to 15 minute service. Route 1 is currently Omnitrans' highest productivity route carrying nearly 40 passengers per hour on weekdays. Additionally, Omnitrans is evaluating interest in extending the northern terminus of Route 1 from Sterling Avenue and Lynwood Drive to Victoria Avenue and Lynwood Drive. This would place bus service at the street entrance to San Manuel Indian Bingo and Casino, which is among Omnitrans' most frequent service requests.

Exhibit 2: Map of Proposed Routing for San Bernardino Transit Center

Proposed Routing to the San Bernardino Transit Center, 2015

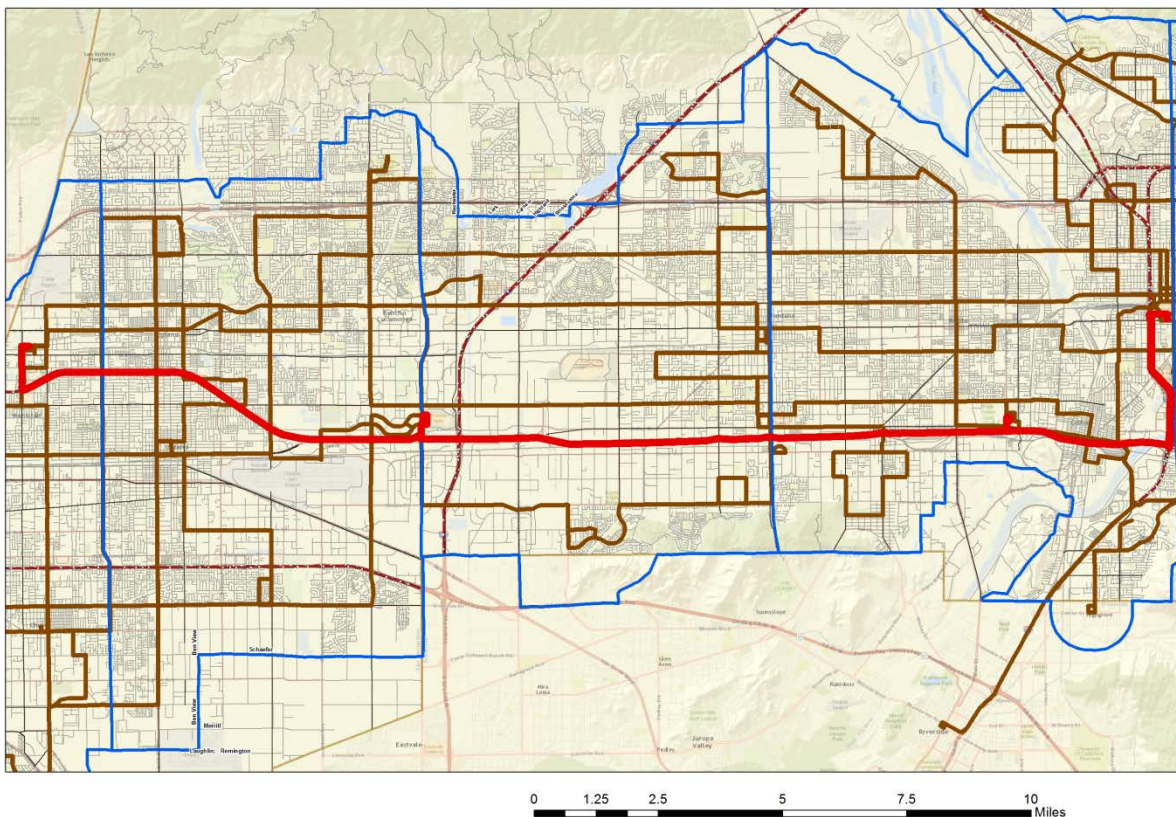


Freeway Express

Within the OmniConnects SRTP, Omnitrans identified a network of freeway express routes to build upon as savings were realized. Omnitrans is in a position to add as a pilot program the first extension of the existing freeway express program. Staff evaluated ridership potential, potential time savings compared to local service, customer requests, and public feedback from the OmniConnects public hearings. In each of these measures, freeway express service along Interstate 10 connecting San Bernardino, Arrowhead Regional Medical Center, Ontario Mills and the Montclair Transit Center was the highest performing. Exhibit 3 provides the route map for the proposed Route 290 freeway express pilot program.

Exhibit 3: Map of Proposed Route 290: I-10 Freeway Express Route

Route 290, Proposed: September 2015



Omnitrans proposes seeking public comment on morning peak service operating between 5:20 A.M. and 9:40 AM and afternoon peak service operating between 4:00 P.M. and 7:54 P.M. The proposed schedule is designed to maximize transfer connections between other Omnitrans routes, Foothill Transit and Metrolink.

Access Service Area

The Access service area is determined by a $\frac{3}{4}$ -mile boundary around Omnitrans Fixed Route service. The proposed West Valley service changes and a potential extension of Route 1 would require a slight addition to the Access Service Area.

In-Person Interview for ADA Access Service Eligibility

Unlike general-public fixed-route service, Access riders must qualify as ADA eligible in order to use Access service. Omnitrans currently uses a paper application process that includes a doctor's medical verification. This paper process has two main concerns: 1) There is no in-person verification that the person is eligible for the service; and, 2) applicants can become frustrated with navigating the process, because they are generally completing the application on their own.

Adding an in-person interview allows Omnitrans the opportunity to quickly screen ADA applicants to ensure that they are applying for the right program for them. At the same time, referrals can be made to alternative transportation options that may better suit their needs. The ability to screen applicants in person has shown to reduce the total number of applications received and the number of fraudulent applications received at many peer transit agencies. Working to ensure that only ADA-eligible riders qualify for Access can help Omnitrans reduce costs while also ensuring a higher quality of service for those individuals that truly qualify for access.

Currently, approximately 30% of ADA applications are not completed within the allotted time frame. Often, this results in people reapplying multiple times before they and their doctor complete the required application material. Adding an in-person interview will allow applicants to know if they have all required materials before submitting an application. This will reduce staff time spent handling the same application multiple times and be more efficient for the public.

An in-person interview is not a service change or a fare change, but requires a public hearing because it changes the way in which people become eligible for Access service.

CONCLUSION

Authorizing the CEO/General Manager to issue a call for public hearings will allow staff to refine the FY2016 Service Element based on public feedback in order to bring the service element back to the Plans and Programs Committee in April 2015 and if recommended, to the full Board in May 2015.

PSG:WW:JB

Appendix: Summary of Proposed Changes by City and Route

RT	Chino	Chino Hills	Colton	Fontana	Grand Terrace	Highland	Loma Linda	Montclair	Ontario	Rancho Cucamonga	Redlands	Rialto	San Bernardino	Upland	Yucaipa	Bloomington	Mentone	Muscovy	Changes
1		X		X							X								Minor changes in downtown San Bernardino. Stop change at SB Metrolink Station. Frequency improved north of downtown. Route extends north nearly to San Manuel Indian Bingo & Casino.
2					X						X								Frequency reduced from 30 minutes to 60 minutes. Route straightened back onto E Street.
3				X							X								Minor changes in downtown San Bernardino.
4				X							X								Minor changes in downtown San Bernardino.
5		X			X						X								No Change
7											X								Minor changes in downtown San Bernardino.
8					X				X	X	X		X		X				Will travel on Mill St. to serve Department of Aging and Adult Services & Department of Public Health. Will transfer service of San Bernardino International Airport and Arrowhead Vista Apartments to Route 15.
10			X							X	X								Minor changes in downtown San Bernardino. Route will travel on G St. instead of F St. No replacement service on F St; but F remains an easy walk of both E and G Streets.
11											X						X		Minor changes in downtown San Bernardino. Route will travel on D St. instead of G St to improve connection to downtown services.
14			X							X	X								Minor changes in downtown San Bernardino.
15			X	X					X	X	X								Service moved from 9th St to 3rd St between Del Rosa and D Sts to provide coverage to San Bernardino International Airport. 9th St. is within acceptable walking distance to routes 3 & 4. Routing added to G St. to provide service to new LLUMC Campus.
19		X	X		X				X	X			X		X				No Change
20			X																No Change
22										X									No Change
29			X											X					No Change
61			X			X	X	X											No Change
63	X							X					X						Route number eliminated. Route segments covered by 61, 84, 86. New routing allows for direct single-route north south service on Mountain Ave. from Chino to Upland.
65	X	X				X													Route number eliminated. Route segments covered by 85 & 88. New routing improves frequency on Central Avenue.
66			X			X		X					X						No Change
67			X			X		X					X						Service on Baseline west of Archibald eliminated and Route turns north to connect to Chaffey College. Baseline and Carnelian continues to receive service from north-south Route 80.
68	X					X		X					X						Route number eliminated. Route segments covered by 85 & 88. Frequency on Ramona Ave. reduced to provide for higher frequency on Central Ave.
80					X	X	X												Routing from Chaffey College to downtown Ontario remains unchanged. Routing from downtown Ontario to Montclair Transit Center is eliminated due to service duplication.
81	X							X	X										Service straight-lined onto Haven Avenue and extended to Chino Transit Center via Riverside Dr. instead of downtown Ontario. Downtown Ontario routing picked up by new route 86.
82			X					X	X										Service straight-lined onto Milliken with Haven already covered by Route 81 changes.
83	X							X					X						Southern service in Chino altered to provide service to College Park.
84*	X							X					X						New route on Mountain Ave that replaces sections of previous routes 63, 80 and 67.
85*	X					X		X					X						New 30 minute route that connects Chino Transit Center, Montclair Transit Center, Rancho Cucamonga Civic Center and Chaffey College. Created by shifting resources from previous routes 65 and 68.
86*								X					X						New route on Vineyard and Campus that replaces sections of previous routes 63 and 81.
88*	X	X				X													New route connecting Chino Hills, Chino Transit Center and Montclair Transit Center. Frequency remains the same between Chino Hills and Chino, however, frequency is reduced on Ramona to better serve higher demand on Central Ave.
215			X									X							Minor changes in downtown San Bernardino.
290*			X			X	X				X								New freeway express pilot route. Stops at San Bernardino Transit Center, ARMC, Ontario Mills and Montclair Transit Center.
308														X					No Change
309														X					No Change
310														X					No Change
325				X															No Change
365		X																	No Change

* Proposed new route number.