



BOARD OF DIRECTORS MEETING
WEDNESDAY, MARCH 2, 2016 – 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411

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

A. CALL TO ORDER

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

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, April 6, 2016 – 8:00 a.m.
Omnitrans Metro Facility Board Room
2. Presentations: One and Two Million Mile Awards

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 #E12, Action on Consent Calendar.

1. Approve Board Minutes – February 3, 2016
2. Receive and File Administrative and Finance Committee Minutes – January 14, 2016
3. Receive and File Operations and Safety Committee Minutes – October 19, 2015

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BOARD OF DIRECTORS MEETING
WEDNESDAY, MARCH 2, 2016 – 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411

E. CONSENT CALENDAR CONTINUED

4. Receive and File sbX Construction Progress Report No. 44 through January 31, 2016	17
5. Receive and File Affirmative Action Status Report – As of February 11, 2016	25
6. Receive and File Omnitrans' Fiscal Year Ended June 30, 2015 Audit Reports	26
7. Receive and File Update and Call for Public Scoping Period – West Valley Connector Project	29
8. Authorize Release, Request for Proposals RFP-MKP16-102, Bus Book Printing Services	32
9. Authorize Release, Request for Proposals RFP-OPS16-17, Audible Pedestrian Warning System	34
10. Adopt Proposed Personnel Policy Changes and Approve Job Descriptions for Special Transit Services Department	36
11. Press Articles and Letters of Interest to the Board	68
12. 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	89
2. Authorize Award – Contract OPS16-01 – Modular Wheelchair Restraint Stations and Passive Rear-Facing Systems	90
3. Authorize Award – Contract MKP16-83 – Permanent Fence San Bernardino Transit Center (SBTC)	150
4. Authorize Award (Bench) – Contracts MNT16-14A-H, New Flyer Miscellaneous Bus Parts	171

G. PUBLIC HEARING

There is no Public Hearing scheduled.

H. BOARD BUSINESS

Closed Session

- Conference with Labor Negotiator Marjorie Ewing concerning labor negotiations with Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6

I. REMARKS AND ANNOUNCEMENTS

J. ADJOURNMENT

ITEM # D1

DATE: March 2, 2016

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

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

FORM MOTION

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Board of Director's Meeting scheduled March 2, 2016.

Item	Contract	Principals & Agents	Subcontractors
#F2	Authorize Award Contract OPS16-01 Modular Wheelchair Restraint Stations and Passive Rear-Facing Systems	<i>New Flyer Industries Canada, ULC Winnipeg, MB Canada Phyllis Tapley, Director, Supply Chain & Distribution</i>	<i>None</i>
#F3	Authorize Award Contract MKP16-83 Permanent Fence San Bernardino Transit Center	<i>Alcorn Fence Company Sun Valley, CA Tom Stock, President</i>	<i>None</i>
#F4	Authorize Award (Bench) Contracts MNT16-14A-H New Flyer Miscellaneous Bus Parts	<i>Harbor Diesel & Equipment, Inc. Long Beach, CA Pat Vuoso, Parts Manager Vehicle Maintenance Program, Inc. Boca Raton, FL Lindi Brooks, Vice President American Moving Parts Los Angeles, CA Ernie Cisneros, VP of Sales Mohawk Manufacturing & Supply Company Niles, IL Robert L Brown, Vice President</i>	<i>None</i>

Item	Contract	Principals & Agents	Subcontractors
		<i>Prevost</i> <i>Elgin, IL</i> <i>Michael Jaszczurowski</i> <i>Bid Manager</i> <i>Muncie Reclamation and Supply</i> <i>dba Muncie Transit Supply</i> <i>Muncie, IN</i> <i>Steve Prince, Pricing Manager</i> <i>New Flyer Industries Canada ULC</i> <i>Winnipeg, MB Canada</i> <i>Ian Smart, VP Aftermarket</i> <i>Kirk's Automotive, Inc.</i> <i>Detroit, MI</i> <i>Robert Kirkman, President</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 FEBRUARY 3, 2016**

A. CALL TO ORDER

Chairman Sam Spagnolo called the regular meeting of the Omnitrans Board of Directors to order at 8:02 a.m., Wednesday, February 3, 2016, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

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

BOARD MEMBERS PRESENT

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

BOARD MEMBERS NOT PRESENT

Council Member Ed Graham, City of Chino Hills
Supervisor Robert Lovingood, County of San Bernardino

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

P. Scott Graham, CEO/General Manager
Diane Caldera, Director of Operations
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources, Safety & Regulatory Compliance
Samuel Gibbs, Director of Internal Audit
Jacob Harms, Director of Information Technology
Andres Ramirez, IPMO Program Manager
Don Walker, Director of Finance
Jeremiah Bryant, Service Planning Manager
Maurice Mansion, Treasury Manager
Ray Maldonado, Employee Relations Manager
Omar Bryant, West Valley Maintenance Manager
Kathy McClure, Sr. Contracts Administrator
Krystal Turner, Contracts Administrator
Christine Van Matre, Contracts Administrator
Mark Crosby, Loss Prevention Supervisor
Vicki Dennett, Executive Assistant to CEO/General Manager

LEGAL COUNSEL

Carol Greene

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, March 2, 2016, 8:00 a.m.
Omnitrans Metro Facility Board Room

Chairman Spagnolo and CEO/General Manager Scott Graham, along with their respective department director, presented Omnitrans Employee of the Year Award to Mae Sung, Accounting Manager, and Omnitrans Employee of the Quarter Award to Alex Chen, Database Administrator.

Members Dailey and Lilburn arrived at 8:05 a.m.

Members DeLaRosa, Hagman and Ramos arrived at 8:08 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

Brenda Dowdy spoke on behalf of bus transportation for homeless youth. Between just Redlands and San Bernardino Unified School Districts, there are 7600+ identified homeless school children, and she asked the Board to consider discounted bus passes for all homeless youth in the Omnitrans service area. Ms. Dowdy offered to provide further information and/or presentations to the Board and individual cities.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflict of Interest Issues identified.

E. CONSENT CALENDAR

1. Approve Board Minutes – January 6, 2016
2. Receive and File Executive Committee Minutes – November 6, 2015
3. Receive and File Administrative and Finance Committee Minutes – December 10, 2015
4. Receive and File Agency Management Report – Second Quarter Fiscal Year 2016
5. Receive and File sbX Construction Progress Report No's 42 and 43 through December 31, 2015
6. Receive and File sbX E Street Corridor BRT Project Quarterly Report – December 2015
7. Receive and File Key Performance Indicators – Fiscal Year 2016 – Second Quarter Report
8. Authorize Release, Invitation for Bids IFB-IPMO16-98 – sbX E Street Corridor Public Address System
9. Authorize Release, Invitation for Bids IFB-MNT16-100 – Brake Shoe Relining Services
10. Adopt Proposed Personnel Policy Manual Changes
11. Authorize Award, Sole Source Contract ITS16-10 – Fluid Management System License and Maintenance
12. Press Articles and Letters of Interest to the Board

M/S (Eaton/Roberts) that approved the Consent Calendar. Motion was unanimous by Members present, with the exception of Member Davis, who abstained from E-2.

F. DISCUSSION ITEMS

1. CEO/General Manager's Report

CEO/General Manager Scott Graham reviewed the CEO/General Manager's Report.

Members Gonzales and Ramos left the meeting at 8:18, and returned at 8:20 a.m.

2. Adopt Proposed Amended and Restated Joint Powers Agreement and Authorize Submission to all Member Agencies for Adoption

Member DeLaRosa left the meeting at 8:23, and returned at 8:25 a.m.

M/S (Yates/Musser) that adopted the proposed Amended and Restated Joint Powers Agreement and authorized submission to all Member Agencies and request adoption within 45 days of submission to Member Agencies. Motion was unanimous by Members present, with the exception of Members Rutherford and Hagman, who opposed.

3. Authorize CEO/General Manager to Begin Negotiations with San Bernardino Associated Governments for Maintenance of Equipment and Rail Operations Services for the Redlands Passenger Rail Project

Member Musser left the meeting at 8:35, and returned at 8:37 a.m.

M/S (Gilbreath/Ramos) that authorized the CEO/General Manager to begin negotiations with the San Bernardino Associated Governments (SANBAG) to provide Maintenance of Equipment and Rail Operations services for the Redlands Passenger Rail Project. Motion was unanimous by Members present.

4. Adopt Resolution No. 288-16 Declaring Omnitrans' Rancho Cucamonga Property Surplus and Authorize the Sale by Public Auction

M/S (Yates/Lilburn) that adopted Resolution No. 288-16, declaring Omnitrans' Rancho Cucamonga Property Surplus and authorize the sale by public auction. Motion was unanimous by Members present.

5. Approve Agreement No. 16-1001458 with the San Bernardino County Transportation Authority – Measure I Consolidated Transportation Services Agency Funds

M/S (Lilburn/Dailey) that approved Agreement No. 16-1001458 with the San Bernardino County Transportation Authority (SANBAG), in substantially the form attached, allocating Measure I Consolidated Transportation Services Agency (CTSA) funds to Omnitrans for operations of a Consolidated Transportation Services Agency to provide for the coordination of transit services for seniors and persons with disabilities, contingent upon approval of the agreement by the SANBAG Board of Directors. Motion was unanimous by Members present, with the exception of Members Ramos and Musser, who opposed.

6. Receive and File Fiscal Year 2016 Annual Management Plan Strategic Initiatives – Second Quarter Report

M/S (Yates/Roberts) that received and filed Fiscal Year 2016 Annual Management Plan Strategic Initiatives Second Quarter Report for the period of October through December 2015. Motion was unanimous by Members present.

7. Authorize Award -- Sole Source Purchase Order for Annual Software Maintenance Services SAP Enterprise Resource Planning (ERP) Software for Business Systems

M/S (Yates/Musser) that authorized the CEO/General Manager to award a sole source Purchase Order to SAP Public Services, Inc., Palo Alto, CA for the SAP Enterprise Resource Planning (ERP) software maintenance services for Omnitrans' business systems beginning January 1, 2016 through December 31, 2017 in the amount of \$589,849.81, and the authority to extend the software maintenance services for up to two (2) additional years, extending services to no later than December 31, 2019, in an amount not-to-exceed \$650,309.42, for a total amount of \$1,240,159.23, plus a ten percent contingency of \$124,015.92 for a total not-to-exceed amount of \$1,364,175.15. Motion was unanimous by Members present.

G. PUBLIC HEARING

Public Hearing – Federal Transit Administration Section 5307 and Section 5339 Funds – Fiscal Year 2016

M/S (Yates/Musser) that closed the public hearing concerning the Federal Transit Administration (FTA) §5307 and §5339 for Fiscal Year 2016, held at 8:00 a.m., February 3, 2016, at the Omnitrans Metro Facility, 1700 West Fifth Street, San Bernardino, CA 92411. Motion was unanimous by Members present.

H. BOARD BUSINESS

Closed Session convened at 8:58 a.m.

1. Conference with Labor Negotiator, P. Scott Graham, concerning labor negotiations with Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6
2. Public Employee Performance Evaluation – Chief Executive Officer/General Manager pursuant to Government Code Section 54957

The Board Meeting reconvened at 9:33 a.m., with no reportable action.

I. REMARKS AND ANNOUNCEMENTS

At the request of Member Gonzales and in concurrence with Board Members, Brenda Dowdy will be invited back to make a presentation to the Board of Directors on the plight of homeless youth in San Bernardino County, and discuss potential opportunities whereby Omnitrans might partner with other agencies to help provide public transportation to these youth.

J. ADJOURNMENT

The Board adjourned at 9:37 a.m. The next regular meeting is scheduled Wednesday, March 2, 2016, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Christine Vega, Administrative Secretary

ITEM # E2

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES, JANUARY 14, 2016**

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, January 14, 2016.

1. Pledge of Allegiance
2. Roll Call

Committee Members Present

Council Member Ed Graham, City of Chino Hills – Committee Chair
Mayor Carey Davis, City of San Bernardino
Mayor Paul Eaton, City of Montclair
Council Member Pat Gilbreath, City of Redlands
Supervisor Curt Hagman, County of San Bernardino
Mayor Ray Musser, City of Upland
Council Member Dick Riddell, City of Yucaipa
Council Member John Roberts, City of Fontana
Mayor Pro Tem Sylvia Robles, City of Grand Terrace
Council Member Alan Wapner, City of Ontario

Others Present

Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga

OmniTrans Administrative Staff Present

P. Scott Graham, CEO/General Manager
Diane Caldera, Director of Operations
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources/Safety & Security
Samuel Gibbs, Director of Internal Audit Services
Jacob Harms, Director of Information Technology
Andres Ramirez, IPMO Manager
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Vicki Dennett, Executive Assistant to CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

The next Committee Meeting is scheduled Thursday, February 11, 2016, at 8:00 a.m.

Member Robles arrived at 8:02 a.m.

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 identified.

E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – December 10, 2015

M/S (Eaton/Spagnolo) that approved the Committee Minutes of December 10, 2015. Motion was unanimous by Members present.

Member Davis arrived at 8:05 a.m., and Member Hagman arrived at 8:07 a.m.

2. Recommend to Board of Directors, Receive and File Construction Progress Report No's. 42 and 43 through December 31, 2015 – sbX E Street Corridor BRT Project

IPMO Manager Andres Ramirez presented the combined reports in summary form, and noted that Omnitrans has received an award from the Construction Management Association of America for this project.

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

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

Finance Director Don Walker presented this item, including a chart illustrating the continuous downward trend over the past 13 months of Omnitrans' price per gallon of natural gas. The price has fallen from a high of \$0.855 in January 2015, to a low of \$0.707 in January 2016, equating to an estimated monthly savings of \$81,552.

This item was received and filed.

4. Recommend the Board of Directors Adopt Proposed Personnel Policy Manual Changes

Human Resources/Safety & Regulatory Compliance Director Marge Ewing presented this item, and discussed the changes.

M/S (Eaton/Musser) to recommend the Board of Directors adopt the proposed changes to Personnel Policy No. 607, Family Medical Leave of Absence, No. 608 – Sick Leave Policy, No. 613 – Holidays, and #704 – Harassment Prevention, effective February 3, 2016. Motion was unanimous by Members present.

F. ADJOURNMENT

The Administrative and Finance Committee meeting adjourned at 8:15 a.m.

The next Administrative and Finance Committee Meeting is scheduled Thursday, February 11, 2016, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Christine Vega, Administrative Secretary

ITEM # _____ E3

**OPERATIONS AND SAFETY COMMITTEE
MINUTES
OCTOBER 19, 2015**

A. CALL TO ORDER

The Operations and Safety Committee Meeting was called to order by Committee Chair John Roberts at 2:00 p.m., Monday, October 19, 2015.

1. Pledge of Allegiance
2. Roll Call – Self-Introductions

Committee Members Present

Council Member John Roberts – Committee Chair
Mayor Richard DeLaRosa, City of Colton
Supervisor Josie Gonzales, County of San Bernardino
Mayor Ray Musser, City of Upland
Council Member Dick Riddell, City of Yucaipa
Mayor Pro Tem Alan Wapner, City of Ontario

Committee Members Not Present

Supervisor James Ramos, County of San Bernardino
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga

Others Present

Director of Transit and Rail Carrie Schindler, SANBAG

OmniTrans Administrative Staff Present

P. Scott Graham, CEO/General Manager
Samuel Gibbs, Director of Internal Audit
Jacob Harms, Director of Information Technology
Andres Ramirez, IPMO Manager
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Wendy Williams, Director of Marketing & Planning
Tim Campbell, Safety & Regulatory Compliance Manager
Jeremiah Bryant, Planning Services Manager
Tom Dahlin, Safety Manager
Mark Crosby, Loss Prevention Supervisor
Vicki Dennett, Executive Assistant to CEO/General Manager

Member DeLaRosa arrived at 2:02 p.m.

B. ANNOUNCEMENTS/PRESENTATIONS

There were no announcements.

C. COMMUNICATION FROM THE PUBLIC

There were no communications from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no conflict of interest issues identified.

E. DISCUSSION ITEMS

1. Approve Operations and Safety Committee Meeting Minutes – September 21, 2015

M/S (Wapner/Musser) that approved the Committee Minutes of September 21, 2015. Motion was unanimous by Members present.

2. Receive and File Project Update: Redlands Passenger Rail Project

Carrie Schindler presented this item. Member Wapner asked about Security. SANBAG is planning on having conductors on board, so there are two people rather than just the operator alone. The plan is to utilize San Bernardino County Sheriff's Office, which will have to institute a transit division, like Los Angeles County does. Member Riddell mentioned the lack of service to Norton Air Force Base and Loma Linda. Carrie said that both locations were considered, but that Waterman made more sense logistically. However, both sites have been cleared environmentally and will be considered by the SANBAG Board. Funding sources are Local Measure I, State and Federal. There are minor acquisitions in the 26 right-of-way grade crossings, cost est. \$5.1M. If approved by the November SANBAG Board, negotiations will begin.

This item was received and filed.

Member Gonzales left the meeting at 2:38 p.m.

3. Receive and File Informational Brief – Security Incidents/Measures, Coach Operations and Facilities

Omnitrans Safety & Regulatory Compliance Manager Tim Campbell presented this item. He reviewed incident data from 2007-2014, which showed a gradual increase from 4 to 13 non-aggravated injuries, and 2 to 5 aggravated injuries, per 15,000,000 rides per year. Tim also explained that on-board video surveillance, which is what Omnitrans utilizes, is ranked the number one most effective deterrent nationwide. The Covert Alarm System in

use sends an emergency alert to Dispatch, creates an open microphone with audio sent to Dispatch, and a request to talk to Dispatch. Security at Omnitrans facilities and sbX remains diligent and highly effective. Security officers are trained in CPR, First Aid, A.E.D., Conflict Resolution, and Conflict De-escalation. We haven't yet looked at body alarms for the operators, as questioned by Member DeLaRosa. Member Wapner suggested the operators receive training in addition to the Annual Transit Renewal Certification process the operators go through. Omnitrans staff do not utilize physical restraints for unruly passengers.

This item was received and filed.

F. REMARKS AND ANNOUNCEMENTS

Member Gonzales returned at 2:50 p.m.

G. ADJOURNMENT

The Operations and Safety Committee adjourned at 2:50 p.m. The next Committee Meeting will be scheduled and posted at Omnitrans and on the Omnitrans website.

Prepared by:

Christine Vega, Administrative Secretary

ITEM # E4

DATE: March 2, 2016

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Andres Ramirez, Program Manager

**SUBJECT: CONSTRUCTION PROGRESS REPORT NO. 44 THROUGH JANUARY
31, 2016 – sbX E STREET CORRIDOR BRT PROJECT**

FORM MOTION

Receive and file Construction Progress Report No. 44 for the sbX E Street Corridor BRT Project through January 31, 2016.

This item was reviewed by the Administrative and Finance Committee at its February 11, 2016, meeting, and recommended for receipt and file.

BACKGROUND

This is Construction Progress Report No. 44 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file Construction Progress Report No.44 for the sbX E Street Corridor BRT Project through January 31, 2016.

PSG:AR

Attachment

**sbX E Street Corridor
Bus Rapid Transit (BRT) Project
Construction Progress Report No. 44**

January 31, 2016

Prepared By:

**Omnitrans
Integrated Project Management Office**

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

Contractor Contract No.: IPMO11-5

Omnitrans Program Manager: Andres Ramirez



TABLE OF CONTENTS

- I. Project Status Summary
 - A. Project Description
 - B. Summary Status Update
- II. Project Schedule
- III. Safety
- IV. Project Budget and Cost

I. PROJECT STATUS SUMMARY

A. Project Description

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

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

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

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

B. Summary Status Update

E Street Corridor:

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

- Work complete and signed off.
- Final Completion requested by Contractor.
- Pending closure of Permit by City.

10th to Highland:

- Work was stopped due to City's request for added work. Omnitrans coordinating with City to restart work.
- Lowering of the water services completed.



Concrete Removals

Concrete Removals



Concrete Replacement



Concrete Replacement

PA System:

- Solicitation package is ready for approval for release by Board in February.

Traffic Signal Synchronization:

- Punchlist and closeout in progress.

Vehicle Maintenance Facility:

Contractor Close-Out

- Working on final Close Out of Contract with Agency legal counsel.
- Drafting letter for release of retention funds to the Contractor.
- Meeting with Contractor this week.

Completion of Work Removed from Contract

- Addressing remaining work at VMF in different formats to get items completed.
- Working with Maintenance Dept. to set up weekly meetings to prioritize.

II. PROJECT SCHEDULE

The three major components of the project (E Street Corridor, 60' Articulated Buses, and the Vehicle Maintenance) are complete and have been placed into operation. Additional components to the project (i.e. 10th to Highland, City Acceptance Work, the PA System, and the VMF Completion Work) are currently being worked on and are in different stages of progress. Projected completion dates are listed below:

	Scheduled Completion	Projected Completion
E Street Corridor		
City of SB Final Work / World Oil	February 2016	Completed
10 th to Highland	June 2016	July 2016
PA System	November 2016	December 2016
Vehicle Maintenance Facility		
Completion Work	May 2016	June 2016

III. 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. Below is a breakdown of the hours achieved with zero lost time due to injuries:

	Through December 2015
E Street Corridor	
Corridor Construction including final Work	425,441
10 th to Highland	3006
PA System	0
Vehicle Maintenance Facility	64,436
Total	492,883

V. PROJECT BUDGET AND COST

The project continues to be within budget. We currently have zero open claims on the project. A breakdown of the project costs and projections is detailed in the following tables:

Total Project Budget Summary Budget as of December 31, 2015

Approved Budget	\$191,706,000
Cost to Date	\$177,629,240
Estimate to Complete	
Corridor Project	\$ 7,337,991
10 th to Highland	\$ 4,682,050
Estimate at Completion	\$188,401,078

Budget By Contract Packages 31-Dec-2015								(Contract Award + Approved Changes)		(Approved Current Budget- Committed)	Forecast		
											Potential Uses of Contingency		
	PCGA Budget	Approved Current Budget	Authorized for Expenditure	Expended to Date	% of Approved Current Budget	Contracts Awarded	Approved Changes	Committed	Expenditure Authorization Remaining	Remaining Contingency	Pending Commitments/ Potential Changes	Trends/Risks	Estimate At Completion
BRT Construction													
Griffith/Comet JV	90,780,000	84,637,000	87,760,263	81,091,214	96.2%	64,937,853	16,365,793	81,303,646	6,456,617	3,333,354	-	-	81,303,646
Art			68,000	68,000		68,000	-	68,000	-	(68,000)	-	-	68,000
Other Direct Payments			48,401	143,892		143,892	-	143,892	(95,491)	(143,892)	-	-	143,892
Delineators				89,943		89,943	-	89,943	(89,943)	(89,943)	-	-	89,943
PA System				-		-	-	-	-	-	616,000	-	616,000
Miscellaneous Work				-		17,500	-	17,500	(17,500)	(17,500)	125,000	-	142,500
BRT Design													
Parsons	19,193,400	17,849,400	18,097,876	16,978,195	95.4%	14,464,092	3,725,637	18,189,729	(91,853)	(340,329)	(1,098,058)	-	17,091,671
PA System				58,500		83,000	-	83,000	(83,000)	(83,000)	8,300	-	91,300
Miscellaneous Work				-		-	-	-	-	-	-	-	-
VMF Construction - USS Cal Builders	5,370,000	8,131,000	14,498,152	14,538,873	178.8%	10,579,786	3,952,439	14,532,225	(34,073)	(6,401,225)	-	560,000	15,092,225
VMF Design													
STV	1,007,600	1,007,600	1,418,132	1,862,813	186.7%	951,029	1,048,727	1,999,756	(581,624)	(992,156)	25,000	-	2,024,756
Carlin Environmental			27,800	18,380		10,000	9,800	19,800	8,000	(19,800)	-	-	19,800
Vehicles Design & Manufacturing-N.F.	16,628,000	16,628,000	15,978,093	15,192,458	92.4%	15,483,572	325,110	15,808,682	169,411	819,318	38,000	-	15,846,682
Other Vehicle Equipment			318,853	173,484		318,853	-	318,853	-	(318,853)	75,000	-	393,853
ROW Acquisition Services-SANBAG	6,532,000	10,357,000	11,738,400	11,386,310	109.9%	10,971,135	767,265	11,738,400	-	(1,381,400)	-	100,000	11,838,400
3rd Party Utilities Design & Reloc.		1,003,000	1,157,223	1,222,246	121.9%	1,106,117	-	1,106,117	51,106	(103,117)	50,000	-	1,156,117
Project Admin. And Management													
Jacobs	6,638,000	6,632,000	11,852,647	12,955,293	195.3%	3,898,769	9,198,560	13,097,329	(1,244,682)	(6,465,329)	-	-	13,097,329
Other													
IPMO	17,624,000	15,012,450	14,722,701	13,089,800	87.2%	15,172,701	-	15,172,701	(450,000)	(160,251)	(300,000)	-	14,872,701
Insurance	1,113,000	1,112,000	500,000	-	0.0%	500,000	-	500,000	-	612,000	(500,000)	-	-
Legal-BB&K, County	2,525,450	1,000,000	1,000,000	358,600	35.9%	1,000,000	-	1,000,000	-	-	-	-	1,000,000
In Kind Contributions	8,080,550	8,080,550	8,080,550	8,401,239	104.0%	8,401,239	-	8,401,239	(320,689)	(320,689)	-	-	8,401,239
Survey	1,464,000	1,463,000	464,000	-	0.0%	25,000	-	25,000	439,000	1,438,000	-	-	25,000
Start-Up	720,000	720,000	700,000	-	0.0%	700,000	-	700,000	-	20,000	-	-	700,000
Sub-Total	177,676,000	173,633,000	188,431,091	177,629,240	102.3%	148,922,481	35,393,331	184,315,812	4,115,279	(10,682,812)	(960,758)	660,000	184,015,054
Unallocated Contingency	14,030,000	18,073,000	4,416,037					10,682,812		7,390,188			7,690,946
10th to Highland Projected Costs			4,682,050	-					4,682,050	-	4,632,050	50,000	4,682,050
Remaining Unallocated Contingency													3,008,896
Total	191,706,000	191,706,000	188,697,104	177,629,240	92.7%								191,706,000

IPMO/sbX Project Cost Report										
Period Ended 31-Dec-2015										
Description	Current Budget	Approved Current Budget	Expenditures		Remaining Budget	Committed		Estimate to Complete	Estimate at Completion	Budget Forecast Variance
			\$	%			%			
BRT Construction	\$ 84,637,000	\$ 84,637,000	\$ 81,393,048	96.2%	3,243,952	\$ 81,622,981	96.4%	\$ 741,000	\$ 82,363,981	\$ 2,273,019
Vehicle Maintenance Facility (VMF) Construction	\$ 8,131,000	\$ 8,131,000	\$ 14,538,873	178.8%	(6,407,873)	\$ 14,532,225	178.7%	\$ 560,000	\$ 15,092,225	\$ (6,961,225)
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 16,628,000	\$ 15,365,942	92.4%	1,262,058	\$ 16,127,535	97.0%	\$ 113,000	\$ 16,240,535	\$ 387,465
ROW Acquisition Services	\$ 10,357,000	\$ 10,357,000	\$ 11,386,310	109.9%	(1,029,310)	\$ 11,738,400	113.3%	\$ 100,000	\$ 11,838,400	\$ (1,481,400)
3rd Party Utilities Design & Relocation	\$ 1,003,000	\$ 1,003,000	\$ 1,222,246	121.9%	(219,246)	\$ 1,106,117	110.3%	\$ 50,000	\$ 1,156,117	\$ (153,117)
BRT Design	\$ 17,849,400	\$ 17,849,400	\$ 17,036,695	95.4%	812,705	\$ 18,272,729	102.4%	\$ (1,089,758)	\$ 17,182,971	\$ 666,429
VMF Design	\$ 1,007,600	\$ 1,007,600	\$ 1,881,193	186.7%	(873,593)	\$ 2,019,556	200.4%	\$ 25,000	\$ 2,044,556	\$ (1,036,956)
Other Professional, Technical & Management Services	\$ 34,020,000	\$ 34,020,000	\$ 34,804,932	102.3%	(784,932)	\$ 38,896,269	114.3%	\$ (800,000)	\$ 38,096,269	\$ (4,076,269)
Allocated Contingency (Construction Contract)	\$ -	\$ -			-	\$ -	0.0%	\$ -	\$ -	\$ -
SUB-TOTAL	\$ 173,633,000	\$ 173,633,000	\$ 177,629,240	102.3%	(3,996,240)	\$ 184,315,812	106.2%	(300,758)	184,015,054	(10,382,054)
Unallocated Contingency	\$ 18,073,000	\$ 18,073,000	\$ -		18,073,000	\$ -	0.0%	\$ -	\$ -	\$ 18,073,000
TOTAL	\$ 191,706,000	\$ 191,706,000	\$ 177,629,240	92.7%	14,076,760	\$ 184,315,812	96.1%	\$ (300,758)	\$ 184,015,054	\$ 7,690,946

Submitted for the
Board Meeting of:
March 2, 2016

OMNITRANS
AFFIRMATIVE ACTION STATUS REPORT
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT
As of February 11, 2016

DEPARTMENT	Total Positions*	MALE ETHNIC COMPOSITION								FEMALE ETHNIC COMPOSITION								Existing Vacancies	INTERVIEWED										APPOINTED									
		C	B	H	AS	AI	2+	IWD	VET	C	B	H	AS	AI	2+	IWD	VET	*	C	B	H	AS	AI	NH/PI	2+	IWD	VET	C	B	H	AS	AI	NH/PI	2+	IWD	VET		
OPERATIONS	473	52	101	101	6	0	7	8	38	32	90	48	0	2	14	4	3	** 20	15	20	25	2	1	0	9	7	4	1	3	5	1	1	0	2	2	2		
MAINTENANCE	107	30	12	50	5	1	1	4	15	3	0	1	1	0	0	0	0	3	4	0	2	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0		
EXECUTIVE OFFICE	5	1	1	0	0	0	0	0	1	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
INFORMATION TECH. SERVICES	8	2	0	1	4	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
MARKETING/ PLANNING	31	3	0	6	1	0	1	0	1	5	0	14	0	0	1	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
HUMAN RESOURCES/ SAFETY/SECURITY	13	3	0	1	0	0	0	1	1	5	0	3	0	0	0	2	0	1	1	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	1	1		
PROCUREMENT	21	4	1	7	0	0	1	1	3	3	2	1	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
FINANCE	12	0	2	0	2	0	0	0	1	2	0	3	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
IPMO	4	1	0	1	0	0	0	0	1	1	0	0	0	0	0	0		1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
AGENCY TOTALS	674	96	117	167	18	1	11	14	62	53	92	70	3	2	17	10	3	* 27	20	20	27	2	1	0	9	9	5	3	3	5	1	1	0	2	3	3		

C = Caucasian IWD = Individuals With Disabilities
B = Black VET = Protected Veterans
H = Hispanic
AS = Asian
AI= American Indian
2+ = Two or More Races
NH/PI = Native Hawaiian or Other Pacific Islander

COMPLETED BY: _____
Meredith Tshilonda (HR Analyst)

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

PERCENTAGES									
C	B	H	AS	AI	2+	IWD	VET		
149	209	237	21	3	28	24	65		
23%	32%	37%	3%	###	4%	4%	10%		
					647				

ITEM # E6

DATE: March 2, 2016

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Donald Walker, Director of Finance

SUBJECT: OMNITRANS' FISCAL YEAR ENDED JUNE 30, 2015 AUDIT REPORTS

FORM MOTION

Receive and file of Omnitrans financial audit reports for Fiscal Year Ended June 30, 2015.

This item was reviewed by the Administrative & Finance Committee at its February 11, 2016 meeting, and recommended to the Board of Directors for receipt and file.

BACKGROUND

The financial audit includes the following reports (provided under separate cover):

- Statement of Auditing Standards Letter (SAS 114), and Management Letter
- Agreed-Upon Procedures Performed With Respect to the National Transit Database (NTD) Report
 1. Independent Accountants' Report on Applying Agreed-Upon Procedures
- Single Audit Report on Federal Awards
 1. Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards, The Transportation Development Act and California Government Code §8879.50
 2. Independent Auditors' Report on Compliance for Each Major Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by OMB Circular A-133
- Independent Auditors' Report on Proposition 1B
 1. Independent Auditors' Report on Proposition 1B Schedule of Unspent Funds and Cash Disbursements

- Comprehensive Annual Financial Report

As a recipient of federal, state, and local funding, Omnitrans is required to have an annual audit conducted by independent auditors in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The audit also included fifteen tasks contained in San Bernardino Associated Governments (SANBAG) Transportation Development Act 2005 Compliance Guide.

- The SAS 114 letter establishes standards and provides guidance on the auditor's communication with those charged with governance in relation to an audit of financial statements. The standards and guidance applies regardless of an entity's governance structure or size. Particular considerations apply where all of those charged with governance are involved in managing an entity. *Those charged with governance* means the person(s) with responsibility for overseeing the strategic direction of the entity and obligations related to the accountability of the entity. This includes overseeing the financial reporting process. For entities with a board of directors, this term encompasses the term *board of directors* or *audit committee* used elsewhere in generally accepted auditing standards.
- The NTD was established by Congress to be the Nation's primary source for information and statistics on the transit systems of the United States. Recipients or beneficiaries of grants from the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (§5307) or Other than Urbanized Area (Rural) Formula Program (§5311) are required by statute to submit data to the NTD.
- Each year, the Federal Government provides over \$400 billion in grants to State, local and tribal governments, colleges, universities and other non-profit organizations (non-Federal entities). The Single Audit Act of 1984 and OMB Circular A-133 provide audit requirements for ensuring that these funds are expended properly.
- The TDA requirement is mandated by California Code of Regulations, Title 21, sections 6661 and 6751. Local Transportation Fund and State Transit Assistance Fund recipients must submit a fiscal audit report to the State Controller's Office annually and within 180 days after the end of the fiscal year. The audit report shall be conducted in accordance with generally accepted auditing standards and include a compliance certification with the TDA.
- The Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) was created by Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. Of the \$19.9 billion available to Transportation, \$3.6 billion dollars was allocated to PTMISEA to be available to transit operators over a ten-year period. PTMISEA funds may be used for transit rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements, or rolling stock (buses and rail cars) procurement, rehabilitation or replacement.

- The financial statements for fiscal year ended June 30, 2015 are presented in the Comprehensive Annual Financial Report (CAFR) along with comparative financial information for the year ended June 30, 2014. The audit expresses a professional opinion as to whether the financial statement prepared by management with the Board of Directors' oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Since fiscal year 2005, Omnitrans has received an "unqualified opinion" on its financial statements.

A Comprehensive Annual Financial Report for FY2015 will be submitted to the Government Finance Officers Association (GFOA) for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by an Agency and its management. Omnitrans was awarded a Certificate of Achievement for it FY1998, FY1999, FY2000, FY2006, FY2007, FY2008, FY2009, FY2010, FY2011, FY2012, FY2013, and FY2014 CAFRs.

CONCLUSION

Receive and file Omnitrans' financial audit reports for Fiscal Year Ended June 30, 2015.

PSG:DW

ITEM # E7

DATE: March 2, 2016

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

**SUBJECT: PROJECT UPDATE AND CALL FOR PUBLIC SCOPING PERIOD –
WEST VALLEY CONNECTOR PROJECT**

FORM MOTION

Receive and file an update on the West Valley Connector bus rapid transit project.

Call for a public scoping period, to open on March 24, 2016 and close on April 23, 2016, pursuant to the California Environmental Quality Act (CEQA) for the West Valley Connector project.

BACKGROUND

On November 4, 2015, the Board of Directors awarded the contract for Architectural, Engineering and Final Design Services for the West Valley Connector project to Parsons Transportation Group. Early conceptual design work began in December 2015. Omnitrans staff and the Parsons team are meeting monthly with staff of each of the five cities on the corridor (Fontana, Montclair, Ontario, Pomona, and Rancho Cucamonga) to obtain input on the project.

On March 10, 2016 at 1:00 p.m., the second meeting of the West Valley Connector Task Force will be held at the Ovitt Library in the City of Ontario. The Task Force is made up of elected officials and staff of the five cities along the corridor, as well as San Bernardino County. The Task Force provides a forum for all five cities and the County to discuss and reach a consensus on a mutually beneficial direction for the project.

At the first meeting of the Task Force in January 2015, the Task Force members recommended that the Architectural and Engineering firm conduct further analysis of routing options along Haven Avenue and Milliken Avenue. The Parsons team is conducting this analysis and will present it at the Task Force meeting on March 10, 2016.

Following is a brief overview of the project schedule:

- March 2016 – submit letter to FTA requesting entry into project development phase for Small Starts grant program
- March 24, 2016 – provide project update to Plans and Programs Committee
- June 2016 – complete Phasing and Financing Plan
- October/December 2016 – public review period for environmental document
- February 2017 – Board of Directors approve Locally Preferred Alternative
- March/April 2017 – circulate final environmental document, certify in April
- August 2017 – submit Small Starts grant package to FTA
- Early 2018 – release Invitation for Bids for construction, pending Small Starts grant approval and funding availability
- 2020 – begin operation of bus rapid transit service

Public Scoping Period

Staff seeks to open the public scoping period for the project pursuant to requirements under the California Environmental Quality Act (CEQA). The public scoping period is proposed to open on March 24, 2016 and close on April 23, 2016. Comments from the public, as well as from interested parties and public agencies, will be accepted throughout the scoping period.

Early and frequent coordination with the general public and appropriate public agencies is an essential part of the environmental process, and will provide stakeholders the opportunity to comment on potential environmental impacts resulting from the project. This will help inform Omnitrans as to the level of analysis and documentation needed, potential impacts and mitigation measures, and related environmental requirements.

A Notice of Preparation will be sent to responsible agencies, federal agencies involved in approving or funding the project, trustee agencies responsible for natural resources affected by the project, each city and county in which the project is located, and community groups and other interested parties in the vicinity of the project.

In April 2016 during the scoping period, a public meeting will be held in each of the five cities on the corridor. Meeting times and locations will be coordinated with staff of each of the five cities. A further update will be provided to the Board of Directors when the public meeting dates are available.

Short Range Transit Plan/Strategic Initiative Supported - Strategic Initiative 3 - West Valley Connector Corridor

CONCLUSION

Opening the public scoping period will allow the West Valley Connector project to proceed toward environmental (CEQA and NEPA) clearance, which is needed in order to apply for grant funds to construct the project.

PSG:WW:AMJ

ITEM # E8

DATE: March 2, 2016

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE RELEASE – RFP-MKP16-102
BUS BOOK PRINTING SERVICES**

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals RFP-MKP16-102 for the provision of Bus Book Printing Services for a two (2) year base period with three (3) single year options, beginning July 1, 2016, and ending no later than June 30, 2021.

BACKGROUND

Omnitrans retains the services of a printing firm to print Omnitrans' bus books. These books inform riders about the available services and route schedules and are printed three times a year. The current contract is due to expire on July 31, 2016.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$521,416 for five (5) years, if all options are exercised.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the Marketing/Planning Department's budgets as follows:

Department	1400
Expenditure Code	509230

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

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will continue to keep its passengers informed of available services and route schedules.

PSG:JMS:CVM

ITEM # E9

DATE: March 2, 2016

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE RELEASE – RFP-OPS16-17
AUDIBLE PEDESTRIAN WARNING SYSTEM**

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals RFP-OPS16-17 for the provision of Audible Pedestrian Warning System, including installation, for up to seventy-five buses.

BACKGROUND

To improve the safety environment of its passengers and pedestrians, Omnitrans is purchasing buses outfitted with audible pedestrian warning systems. Omnitrans seeks to outfit its current fleet with equivalent systems.

Audible pedestrian warning systems are intended to alert pedestrians of a turning bus. The system will have flashing LED strobe lights and play an audible warning message externally and internally to the vehicle when the vehicle is making a right or left turn.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for goods/services exceeding \$100,000. The Independent Cost Estimate for this project is \$274,219.

FUNDING SOURCE

The cost associated with the first fifteen installations is budgeted in Omnitrans' Capital budget as stated below. The budget for the additional sixty installations will be defined in future fiscal year budgets.

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
Prop 1B	TBD	TBD	Audible Turn Signals	TBD	\$274,219

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

Short Range Transit Plan/Strategic Initiative Supported - This procurement supports Omnitrans' Strategic Initiative 2 – New Bus Technology.

CONCLUSION

By proceeding with this solicitation, Omnitrans will improve the safety environment to its riders and pedestrians.

PSG:JMS:CVM

ITEM# _____ E10 _____

DATE: March 2, 2016

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Marjorie Ewing, Director of Human Resources Safety and Regulatory Compliance

**SUBJECT: ADOPT PROPOSED PERSONNEL POLICY CHANGES AND APPROVE
JOB DESCRIPTIONS FOR SPECIAL TRANSIT SERVICES
DEPARTMENT**

FORM MOTION

Adopt the proposed changes to Policy 303 – New Positions and Policy 402 - Salary Ranges – Management and Confidential Employees;

Approve Job Descriptions (attached) for the new Special Transit Services Department:

Director of Special Transit Services
Office Administrator – Special Transit Services
Maintenance Supervisor – Special Transit Services
Programs Administrator – Special Transit Services
Administrative Assistant – Special Transit Services
Class B Technician – Special Transit Services
Client Relations Coordinator – Special Transit Services
Travel Trainer – Special Transit Services

This item was reviewed by the Administrative and Finance Committee at its February 11, 2016 meeting, and recommended for approval.

BACKGROUND

On February 3, 2016, the SANBAG Board of Directors approved Amendment No. 2 to Contract No. C11174 with Valley Transportation Services (VTrans), for the operation of a consolidated transportation services agency (CTSA), terminating SANBAG's obligations to provide future Measure I Valley area CTSA funding to VTrans and obligating VTrans to transfer unobligated CTSA Funds and Valley CTSA records to SANBAG and to transfer obligated funds to

SANBAG at such time as VTrans' corresponding obligations are assigned to a successor entity.

Additionally, the SANBAG approved Agreement No. 16-1001458 with Omnitrans, allocating Measure I CTSA funds to Omnitrans for operations of a consolidated transportation services agency to provide for the coordination of transit services for seniors and persons with disabilities. Subsequently, the agreement was approved by the Omnitrans Board of Directors.

The approved VTrans Transition Plan & Financial Analysis requires amending Omnitrans Personnel Policy 303 – New Positions, and Policy 402 - Salary Ranges – Management and Confidential Employees in order to take the first steps in executing the Transition Plan. The approved Transition Plan establishes the Special Transit Services Department to perform the functions of the CTSA, as well ADA (Americans with Disabilities Act) services.

Incumbents that hold current VTrans positions must complete an Omnitrans employment application and meet minimum requirements of the position. If the incumbent meets the minimum requirements, an offer contingent will be made pending background, drug screen and physical. For those positions that are created outside the current VTrans organizational structure that were approved in the Transition Plan, a full internal/external recruitment must be completed in accordance with Policy 404.

FUNDING SOURCE

SANBAG – Measure I funds.

CONCLUSION

Upon approval of the Form Motion by the Board of Directors, Omnitrans will begin meeting with VTrans employees to commence employment processing.

PSG:ME

**Omnitrans****PERSONNEL POLICY MANUAL**

POLICY 303 PAGE 1 OF 1

SUBJECT**New Positions****APPROVED BY OMNITRANS
BOARD OF DIRECTORS****DATE:** July 1, 2015 March 2, 2016**I. Purpose**

To state Omnitrans' policy on new positions in the classification plan.

II. Scope

All Departments

III. Procedure

When a new position is created, before it may be filled, the appointing authority shall notify the Director of Human Resources Safety & Regulatory Compliance and, except as otherwise provided by these rules or policies, no person is appointed or employed to fill any such position until the classification plan is amended and an appropriate recruitment has been conducted. The exception will be in cases of consolidation, merger, or transition into the Omnitrans organizational structure for which approved transition plans will be honored.



PERSONNEL POLICY MANUAL

POLICY 402 PAGE 1 OF 4

SUBJECT

Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 March 2, 2016

I. Purpose

To state Omnitrans' policy on salary ranges for Management and Confidential classifications.

II. Scope

All Departments

III. Procedure

- A. The Director of Human Resources Safety & Regulatory Compliance is responsible for compensation administration and will modify and issue, from time to time, pay ranges and guidelines for salary adjustments as approved by the Board of Directors.
- B. The CEO may increase the range to accommodate salary in lieu of providing an agency vehicle when necessary.

Classification	Minimum	Mid-Point	Maximum
<u>Level I</u> Deputy General Manager	8497	10549	12600
<u>Level II</u> Director of Finance Director of HR and Safety & Regulatory Compliance Director of Information Technology Director of Internal Audit Director of Maintenance Director of Marketing & Planning Director of Operations Director of Procurement Director of Special Transit Services	7400	9188	10977
<u>Level III</u> Accounting Manager Contracts Manager Development Planning Manager Employee Relations Manager Facility Manager Maintenance Manager Safety & Regulatory Compliance Manager Service Planning Manager	6162	7635	9108



PERSONNEL POLICY MANUAL

POLICY 402 PAGE 2 OF 4

SUBJECT

Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 March 2, 2016

Transportation Manager
Treasury Manager

<u>Level IV</u>	5667	6678	7690
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Database Administrator
Materials Manager
Network Administrator
Technical Services Manager
System Coordinator

<u>Level V</u>	4824	5825	6711
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Office Administrator – Special Transit Services
Application Developer
Application Specialist
Executive Assistant to the CEO/GM
Assistant Transportation Manager
Contract Administrator
Customer Service Manager
Dispatch Supervisor
Facility Supervisor
Fleet Safety & Training Supervisor
HR Leave Administrator
Security & Emergency Preparedness Coordinator
Maintenance Supervisor – Special Transit Services
Marketing Manager
Planner II
Programs Administrator – Special Transit Services
Safety & Regulatory Compliance Specialist
Senior Financial Analyst
Shift Supervisor
Systems Engineer
Web Designer

<u>Level VI</u>	4249	5091	5933
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Accountant
Field Supervisor
Fleet Safety & Training Instructor
Human Resources Analyst
Human Resources Specialist
Network Technician
Scheduling Analyst
Operations Services Supervisor
Sales Supervisor



PERSONNEL POLICY MANUAL

POLICY 402 PAGE 3 OF 4

SUBJECT

Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 March 2, 2016

Stops and Stations Supervisor

<u>Level VII</u>	3953	4738	5523
Contract Review Analyst			
Department Senior Secretary			
Dispatcher			
Marketing Specialist			
Planner I			

<u>Level VIII</u>	3383	3940	4498
Administrative Secretary			
Fleet Analyst			
Human Resources Assistant			
Payroll Technician			
Warranty Coordinator			

<u>Level IX</u>	2841	3318	3796
Administrative Assistant – Special Transit Services			
Class B Technician – Special Transit Services			
Client Relations Coordinator – Special Transit Services			
Human Resources Clerk			
Travel Trainer – Special Transit Services			

When range changes occur every two years, Management & Confidential employees will maintain the same placement (compa ratio) in the new range.

The following classifications are for Capital Projects and are mandated by the FTA:

<u>Level I</u>	8497	10549	12600
Program Manager			
<u>Level II</u>	7400	9188	10977
Construction Manager			
<u>Level III</u>	6162	7635	9108
Quality Assurance Manager			
<u>Level IV</u>	5667	6678	7690
Construction Safety Manager			
Senior Contract Administrator			
<u>Level VI</u>	4249	5091	5933
Project Analyst			



PERSONNEL POLICY MANUAL

POLICY 402 PAGE 4 OF 4

SUBJECT

**Salary Ranges
Management Confidential Classifications**

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

DATE: July 1, 2015 March 2, 2016

Level VIII

3383

3940

4498

Administrative Secretary-Capital Projects

OMNITRANS

Position Description

Job Title: Director of Special Transit Services
Department: Special Transit Services
Reports To: Chief Executive Officer/ General Manager
FLSA Status: Exempt; Level 2
Approved By: Board of Directors
Approval Date: Proposed March 2, 2016
Revision Date(s):

SUMMARY

Leads, directs, and coordinates contracted transportation services contracts. This includes developing, implementing and monitoring policies and procedures to ensure vendor contract compliance with Agency requirements.

ESSENTIAL DUTIES AND RESPONSIBILITIES The following duties are standard for this position. The omission of specific statements of duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification.

Develops and administers competitively awarded contracts for transportation services. Reviews and approves contract transportation service invoices. Monitors and verifies required contractor reporting, ensuring compliance with all Agency, local, state and federal requirements. Reviews the accuracy of operations data; revenue hours, ridership, etc.

Develops and monitors fixed route, paratransit service, and specialized transportation performance indicators. Evaluates performance through data collection, analysis, and preparation of reports. Makes recommendations for schedule adjustments, and coordinates the implementation of service modifications with the Agency's Planning Department.

Develops procedures to resolve daily operational issues. Responds to customer and vehicle operator concerns regarding service. Directs departmental staff to address vehicle issues, service planning, contract administration, and data collection and monitoring.

Develops departmental level budget for Contract Operations group, including all subgroup spending allocations. Manages monthly budget-to-actual comparisons to ensure on-going budgetary compliance.

Provides direction and technical assistance to contractors. Ensures contractor compliance with Americans with Disabilities Act (ADA) regulations.

Prepares an annual coordinated public transit – HumanServices Transportation Plan for San Bernardino Valley.

Participates as Agency's Liaison with specialized entities within the Agency's service area to educate customers and citizen groups about transportation services. Represents Agency at meetings with other agencies and organizations.

Prepares monthly reports summarizing contract operator performance or as needed. Works with other departments to develop long and mid-range planning documents, annual reporting including National Transit Database (NTD) reporting.

Develops scopes of work for requests for proposals for contract transportation services, participates in the development of scopes of work for support services as needed. Participates in competitive procurements for contract transportation and support services.

Serves as contact for response to customer comments, concerns and issues. Ensures timely response and resolution from contractors. Provides direction to departmental staff on customer relations issues and the investigation of complaints. Works directly with customers to resolve ongoing or escalated issues.

Directs the Agency's ADA Certification process and ensures compliance with all local, state and federal regulations. Provides guidance to Agency personnel on ADA regulatory compliance issues and makes recommendations on policy changes to ensure ongoing compliance with federal and state requirements.

Provides direction and oversight of the Agency's Travel Training program including grant oversight, reporting to SANBAG, regulatory compliance and community outreach.

Provides direction for the Agency's Medi-Cal Reimbursement program, including budgetary oversight and regulatory compliance with all local, state and federal requirements.

In conjunction with maintenance and human resources, audits contractor/specialized transportation to ensure adherence to state and federal license/certificate and drug policy guidelines.

SUPERVISORY RESPONSIBILITIES

Supervises and evaluates contract operations staff. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

EDUCATION and/or EXPERIENCE

Any combination of education and experience equivalent to a bachelor's degree (B.A./B.S.) from a four-year college or university and five years of increasingly responsible professional experience in transit operations, demand-responsive paratransit operations, fixed route operations, transportation management, or contract administration.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or government regulations. Ability to write reports, business correspondence, procedure manuals, contract specifications, RFP's, and IFB's. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

COMPUTER SKILLS

Must be familiar with current business operating systems, software, and programs (i.e. Microsoft Office, to include Word, Excel, Access, etc.) Ability to interface with mainframes and extract data from proprietary databases.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

Must possess a valid California Driver's license.

OTHER SKILLS AND ABILITIES

Knowledge of:

- Demand-responsive and fixed route transit operations and applicable state and federal regulations.
- Implementation of contract services.
- Principles of contract monitoring and administration.
- Principles of service procurement using competitive bidding.
- Transit operations and state and federal transit regulations and reporting.
- The Americans Disabilities Act (ADA), local, State and Federal requirements for ADA complementary service.
- Special transit needs for persons with disabilities and senior citizens.
- National Transit Database reporting.

Ability to:

- Negotiate and administer service contracts with private vendors.

- Compile and analyze complex data and determine appropriate course of action.
- Work independently, establish priorities, and take lead on assigned projects.
- Research and analyze operational problems and develop sound solutions.
- Communicate effectively with general public, special interest groups, and transit service providers.
- Prepare written reports and make presentations to senior management and decision makers regarding specialized transportation and operational performance.
- Communicate effectively, both written and orally.
- Ability to interpret and resolve contractual issues.
- Manage multiple projects.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand; walk; and stoop, kneel, crouch, or crawl; and climb or balance. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

OMNITRANS
Position Description

Job Title: Office Administrator – Special Transit Services
Department: Special Transit Services
Reports To: Director of Special Transit Services
FLSA Status: Exempt; Level 5
Approved By: BOD
Approved Date: March 2, 2016
Revised:

SUMMARY

The Office Administrator is responsible for grant management, contract oversight, daily accounting and overall office administration and provides direct support and assistance to the Director of Special Transit Services.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Monitors contracts and ensures compliance of stated outcomes, policies and provisions

Prepares grant applications for State and Federal funding

Prepares meeting agendas and provides the Board of Directors with updates on progress of contracts, internal policies and procedures

Prepares necessary documentation to external auditors and assist during the review process

Manages the organization's webpage, newsletters and social media accounts

Prepares requests for reimbursement with necessary supporting documentation

Reconciles bank accounts, record deposits, receives payments and issues vendor invoices

Processes time sheet records

Assists in the development of agency policies and procedures and assure implementation

Conducts new hire orientation for the department

Prepares and submit quarterly reports for grant funded programs

Collaborates with other non-profit and public organizations to identify capital and operating grant opportunities for transportation involving senior citizens, individuals with disabilities and/or low-income

Job Title: Office Administrator – Special Transit Services

Page 2

Provides technical assistance and support to current and potential grant applicants

Conducts annual on-site audits of sub-recipient programs and maintain all records of monitoring

Attends Board and other meetings or conferences as necessary

Oversees progress and performance of internal and external programs and provides administrative support as necessary

Supervises and evaluates the performance of Administrative Assistant

SUPERVISORY RESPONSIBILITIES

Directly supervises the Administrative Assistant. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Also provides for staff developing and career counseling.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Valid California driver's license without driving violations and insured automobile.

EDUCATION and/or EXPERIENCE

Bachelor's degree from four-year college or university in business administration, and two years of experience. Two years of office management or related experience. Two years of accounting, finance or related experience. Experience using Quickbooks or other accounting software. Experience with data management systems or databases. Excel, Word, and PowerPoint skills required. Motivated with sense of teamwork. Highly organized and detail oriented. Ability to handle multiple projects simultaneously and meet deadlines. Excellent communication skills, written and verbal.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures or governmental regulations. Ability to write reports, business correspondence and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Bi-lingual preferred, but not required.

Job Title: Office Administrator – Special Transit Services
Page 3

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

COMPUTER SKILLS

Must be familiar with current business office operating systems, software and programs.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret and extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to walk and talk or hear. The employee is occasionally required to stand; use hands with the dexterity required to operate a computer or workstation; and reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually moderate.

OMNITRANS
Position Description

Job Title: Maintenance Supervisor - Special Transit Services
Department: Special Transit Services
Reports To: Director of Special Transit Services
FLSA Status: Exempt; Level 5
Approved By: BOD
Approved Date: March 2, 2016
Revised:

SUMMARY The Maintenance Supervisor will assist in the design process and opening of a brand new facility located on the west end of the San Bernardino Valley. The manager will help recruit and hire mechanics and administrative staff. The Maintenance Supervisor is expected to be a working mechanic and will spend some time on repairs and training of staff. The manager will also assist in securing business for the facility. The facility will service other nonprofit and for profit vehicles fleets, mostly consisting of paratransit type vehicles.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Manage, organize, direct, implement coordinate and supervise all activities of the facility;

Hire, supervise and evaluate overall performance of maintenance staff;

Define operational procedures for effectiveness, develop maintenance plans and ensure proper staffing levels;

Develop and review for accuracy and consistency all work orders, invoices, transactions and work within a budget;

Compile vehicle service and repair estimates;

Communicate and coordinate with customers regarding all maintenance schedules and repairs;

Ensure compliance with various federal, state, local and internal safety laws and regulations including understanding proper handling, storage, and disposal and reporting of toxic materials and waste;

Plan for space and equipment needs for shop operations, coordinated purchases and design of the shop; and

Serve as Maintenance Shop Lead Diagnostic Technician; assists with vehicle repairs when necessary.

Job Title: Maintenance Supervisor - Special Transit Services

Page 2

SUPERVISORY RESPONSIBILITIES

Directly supervises the Class B Technician. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Also provides for staff developing and career counseling.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Ability to teach ideas, concepts and skills to the elderly and or disabled effectively

Ability to work independently and manage time effectively.

Valid California Class B driver's license.

EDUCATION and/or EXPERIENCE

Bachelor's Degree preferred, but not required

Minimum of 8 years' experience working with trucks, buses, transit vehicles

Must have 5+ years' experience as a mechanic

Must have 3+ years' experience managing a shop or supervising in a larger shop environment

ASCE certified and DOT annual inspector Certifications preferred.

LANGUAGE SKILLS

Bi-lingual – highly preferred but not required

Excellent oral and written communication skills. Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.

Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

COMPUTER SKILLS

Must be familiar with current business office operating systems, software and programs. Ability to use computers, planning and organizational skills are required.

Job Title: Maintenance Supervisor - Special Transit Services

Page 3

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER SKILLS AND ABILITIES

Knowledge of supervisory and management concepts as related to planning, directing and controlling staff. Knowledge of automotive and motor coach maintenance and repair procedures and techniques. Knowledge of principles and practices used in effective preventive maintenance programs. Knowledge of diagnostic techniques used in determining the nature and extent of vehicular malfunctions.

Budgeting and ability to manage a budget

Experience with diagnostic computer equipment

Knowledge of the special needs and requirements involved in transporting disabled and elderly persons

Knowledge of proper record keeping and computerized record keeping methods

Knowledge of safe and proper operation of lift equipped buses and specialized equipment/devices

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to talk or hear, use hands to finger, handle or feel, stoop, kneel, crouch or crawl, and reach with hands and arms. The employee is regularly required to stand, walk, and sit. The employee is occasionally required to climb or balance, and taste or smell. The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to moving mechanical parts. The employee is regularly exposed to outdoor weather conditions and extreme heat (non-weather). The employee is occasionally exposed to work in high, precarious places, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock and work with explosives. The noise level in the work environment is usually moderate and occasionally loud.

OMNITRANS
Position Description

Job Title: Programs Administrator - Special Transit Services
Department: Special Transit Services
Reports To: Director of Special Transit Services
FLSA Status: Exempt; Level 5
Approved By: BOD
Approved Date: March 2, 2016
Revised:

SUMMARY The Programs Administrator will oversee the activities and operations of Special Transit Services, Travel Training, Volunteer Driver and Taxi Programs.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Trains, supervises and evaluates the work of four (4) Travel Trainers and one (1) Client Relations Coordinator.

Supervises the scheduling and progress of individual and group trainings.

Develops, distributes and/or modifies a variety of training procedures, methods, materials and forms to facilitate effective training and customer education.

Schedules reimbursements online through the agency's enterprise system, exports data from data management system, creates templates in bank platform, imports data into templates, and initiates payments.

Analyzes and reviews ride reports for Lyft and taxi programs and provides invoices to Administrative Manager.

Gathers and compiles statistical data and information regarding program or service areas and evaluates the information to determine efficiency and effectiveness of the program.

Maintains communication with program partners/stakeholders i.e. taxi companies, Lyft, San Bernardino Department of Aging and Adult Services (DAAS) and Inland Regional Center.

Receives and verifies accuracy of time cards and mileage claims for program staff.

Assists in the preparation of grant proposals for funding, provides reports necessary for compliance with grant requirements and conditions.

Job Title: Programs Administrator - Special Transit Services**Page 2**

Maintains a computerized database containing various customer registration and demographic records, program documents and reports.

Establishes and maintains accurate files and record keeping systems to track and monitor program activities and operations.

Performs special projects at request of the Director.

SUPERVISORY RESPONSIBILITIES

Directly supervises the Travel Trainers and the Client Relations Coordinator. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Also provides for staff developing and career counseling.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Bachelor's degree from four-year college or university in Special Education, Rehabilitation Counseling, Human Services, Therapeutic Recreation, Occupational Therapy or a related field. Experience may be substituted for education and may be waived depending upon work history. Experience in working with individuals with disabilities and/senior citizens.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures or governmental regulations. Ability to write reports, business correspondence and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Bi-lingual preferred, but not required.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

COMPUTER SKILLS

Must be familiar with current business office operating systems, software and programs.

Job Title: Programs Administrator - Special Transit Services
Page 3

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

OTHER SKILLS AND ABILITIES

Must possess a valid California driver's license.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk or hear, use hands to finger, handle or feel, and reach with hands and arms. The employee is occasionally required to stand, walk, and stoop, kneel, crouch or crawl. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

OMNITRANS
Position Description

Job Title: Administrative Assistant– Special Transit Services
Department: Special Transit Services
Reports To: Administrative Manager - Special Transit Services
FLSA Status: Non-Exempt; Level 9
Approved By: BOD
Approved Date: March 2, 2016
Revised:

SUMMARY

This position is responsible for assisting the Administrative Manager in daily activities including phone answering, staying current on recent trends in the fields of transit, special needs, and human services, event planning, social media, and various other administrative duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Answers telephones and assist callers with information about transportation options offered by the agency and partner agencies

Organizes and schedules the distribution of monthly electronic newsletter.

Maintains social media accounts (Twitter & Facebook).

Assists in daily accounting tasks including receiving payments and entering transactions.

Enters client data into electronic data management system.

Attends meetings and delivers oral presentations about the programs offered.

Assists in the planning of organization events and/or campaigns

Performs other duties as required.

SUPERVISORY RESPONSIBILITIES

This position has no supervisory responsibilities.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Title: Administrative Assistant - STS**Page 2****EDUCATION and/or EXPERIENCE**

High school diploma or general education degree (GED); minimum of 2 years of customer service, nonprofit, administrative or other relatable experience.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures or governmental regulations. Ability to write reports, business correspondence and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Bi-lingual – fluent in Spanish and English required.

MATHEMATICAL SKILLS

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

COMPUTER SKILLS

Must be familiar with current business office operating systems, software and programs. Ability to use computers, planning and organizational skills are required. Experience using social media and other web-based applications as marketing tools.

REASONING ABILITY

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

OTHER SKILLS AND ABILITIES

Valid Class C Driver's License

Experience using Quickbooks or other accounting software

Bilingual strongly preferred

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, and talk or hear, and use hands to finger, handle or feel. The employee is occasionally required to stand, walk, stoop, kneel, crouch or crawl, and reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds.

Job Title: Administrative Assistant - STS
Page 3

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

OMNITRANS
Position Description

Job Title: Class B Technician – Special Transit Services
Department: Special Transit Services
Reports To: Maintenance Manager – Special Transit Services
FLSA Status: Non-Exempt; Level 9
Approved By: BOD
Approved Date: March 2, 2016
Revised:

SUMMARY This position will require an automotive technician with the knowledge and skills necessary to repair, diagnose and perform PM inspections on Paratransit type vehicles. The technician is expected to perform quality repairs and inspections that meet all DOT standards. This individual must have the ability to effectively communicate and work with customers and other employees. The technician must be available to work flexible hours which may include weekend and night shifts. Technician is required furnish his or her own complete automotive tool set.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Performing PM inspections that meet industry standards

Diagnose and accurately perform all phases of vehicle and equipment repair

Ensure work orders are completed properly and accurately

Select appropriate course of action required for all repairs

Evaluate completed work prior to customer pick up – seek supervisor approval where required

Ensure safe use of vehicle lifts, shop equipment and hand held tools

Continuous practice maintaining shop and facility cleanliness

Perform road calls and emergency services as necessary

Transport customer vehicles safely to and from maintenance facility

Clean and wash customer vehicles if required

Communicate professionally with customers, employees and supervisors

Job Title: Class B Technician**Page 2**

Actively participate in safety or educational training as required

SUPERVISORY RESPONSIBILITIES

This position has no supervisory responsibilities.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Valid Class B Driver's License

Ability to work independently and manage time effectively.

EDUCATION and/or EXPERIENCE

Minimum of 2 years' experience working with trucks, buses, transit vehicles.

Must have 4+ years' experience as a mechanic

Must be ASE certified or currently enrolled in an automotive training program.

Automotive trade school preferred, but not required

LANGUAGE SKILLS

Bi-lingual – highly preferred, but not required.

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Must be familiar with current business office operating systems, software and programs. Ability to use computers, planning and organizational skills are required.

Experience with diagnostic computer equipment

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

Job Title: Class B Technician

Page 3

OTHER SKILLS AND ABILITIES

Experience in proper work order documentation.

Knowledge of safe and proper operation of lift equipped buses and specialized equipment/devices.

Must furnish complete automotive tool set.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently required to stand, walk, talk or hear, use hands to finger, handle or feel, stoop, kneel, crouch or crawl, and to reach with hands and arms. The employee is occasionally required to sit, climb or balance, and taste or smell. The employee must frequently lift and/or move up to 10 pounds, and must occasionally be required to lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to working near moving mechanical parts. The employee is regularly exposed to outside weather conditions, working in a high, precarious place, fumes or airborne particles, toxic or caustic chemicals, extreme heat (non-weather), and risk of electrical shock. The employee is occasionally exposed to working with explosive. The noise level in the work environment is usually loud.

OMNITRANS

Position Description

Job Title: Client Relations Coordinator – Special Transit Services
Department: Special Transit Services
Reports To: Programs Administrator - Special Transit Services
FLSA Status: Non-Exempt; Level 9
Approved By: BOD
Approved Date: March 2, 2016
Revised:

SUMMARY This position is responsible for assisting the Programs Administrator in daily activities related to the Taxi and Volunteer Driver programs including data entry, assisting clients over the phone, generating reports, and other duties as necessary.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Assists callers with information about transportation programs offered by the agency and partner agencies

Audits, obtains proper program documentation, updates client information, and inputs client data into electronic database.

Generates reports from the data management system

Provides technical assistance to clients while communicating patience and understanding

Provides hands on training of how to use Lyft mobile application, taxi debit card and web-based portal

Delivers presentations throughout the community

Performs other duties as required.

SUPERVISORY RESPONSIBILITIES

This position has no supervisory responsibilities.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Title: Client Relations Coordinator - STS

Page 2

EDUCATION and/or EXPERIENCE

High school diploma or general education degree (GED); minimum of 2 years of customer service, nonprofit, administrative or other relatable experience. Experience working with individuals with disabilities and/senior citizens.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures or governmental regulations. Ability to write reports, business correspondence and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Bi-lingual – fluent in Spanish and English required.

MATHEMATICAL SKILLS

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

COMPUTER SKILLS

Must be familiar with current business office operating systems, software and programs. Ability to use computers, planning and organizational skills are required.

REASONING ABILITY

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

OTHER SKILLS AND ABILITIES

Must possess a valid California driver's license.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, and talk or hear. The employee is regularly required to stand and walk. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl, and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds.

Job Title: Client Relations Coordinator - STS
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WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually moderate.

OMNITRANS
Position Description

Job Title: Travel Trainer – Special Transit Services
Department: Special Transit Services
Reports To: Programs Administrator – Special Transit Services
FLSA Status: Non-Exempt; Level 9
Approved By: BOD
Approved Date: March 2, 2016
Revised:

SUMMARY Full-time position responsible for one-on-one training and support services to eligible Travel Training Program participants, and other duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Provides one-on-one training and support services to elderly and/or physically, developmentally or mentally disabled residents in the safe and proper use of the transit bus system;

Provides home and on the bus training as required;

Provides training and instruction in a variety of areas including bus rules and regulations, appropriate public behavior, street crossing skills, emergency procedures and safety, how to read a bus schedule, landmark identification, bus pass procedures;

Maintains detailed records of trainee progress and prepares required reports as needed;

Conducts and/or participates in program orientation presentation to community groups and organizations to explain program services and operations;

Visits applicants' residence and conducts trainee assessment, explaining mobility training goals and services, assessing individual transportation needs and abilities to include identifying any disabilities which would require special training efforts;

Evaluates assessment information and determines if individuals are eligible for mobility training using well defined eligibility criteria and established procedures;

Plans and develops individualized training schedules for program participants including identification of special needs training;

Develops and maintains contacts with individuals and agencies that make referrals for mobility training;

Job Title: Travel Trainer**Page 2****SUPERVISORY RESPONSIBILITIES**

This job has no supervisory responsibilities.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High school diploma or general education degree (GED); and one year of related experience and/or training; experience working with individuals with disabilities and/senior citizens. Knowledge of the local transit system

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Must be familiar with current business office operating systems, software and programs. Ability to use computers, planning and organizational skills are required.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER SKILLS AND ABILITIES

Bi-lingual – highly preferred.

Ability to teach ideas, concepts and skills to the elderly and or disabled effectively.

Ability to work independently and manage time effectively.

Valid California driver's license.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently is required to stand, sit, walk, talk or hear, use hands to finger, handle or feel, and to reach with hands and arms. The employee is regularly required to climb or balance. The employee must occasionally lift and/or move up to 10 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to outside weather conditions. The noise level in the work environment is usually moderate and occasionally loud.

thetransitwire.com

news on emerging transit technology



Not-quite-weekend round-up

by [Susan](#) on December 8, 2015

A day late, but here are some stories you may have missed: Omnitrans tests talking buses, Masabi gets big bucks, and video parodies DC's streetcar project

[Omnitrans](#) (CA) is testing audible warning technology in 15 new buses. An announcement in English and Spanish is triggered automatically when the driver turns the steering wheel. Omnitrans will evaluate the effectiveness of the new safety feature before considering a retrofit of the rest of its 177-bus fleet.

[Masabi](#), which develops mobile ticketing and fare collection systems, received a \$12 million round of funding. Investors included transportation operator [Keolis](#), MasterCard, Lepe Partners, and MMC Ventures. "Making access to a city's transit system as simple as possible for residents and visitors is a key component for sustainable urban growth," said Hany Fam, president of MasterCard Enterprise Partnerships, in a statement.

A [new YouTube video from Sadie Dingfelder](#) compares the [DC Streetcar](#) to the Simpsons' Springfield Monorail. "The song flawlessly parallels the streetcar — whose anticipated opening is in a persistent state of flux — and the Springfield Monorail, an ambitious public works project that ends up being a faulty, \$2 million drain on the fictional town," [writes Faiz Siddiqui in the Washington Post's Dr. Gridlock column](#). (Not up on your Simpsons references? Think Professor Harold Hill in *The Music Man*.) In a [related story](#) the Post writes about the history of the DC Streetcar and the "flawed planning and execution that have dragged down the transit start-up for more than a decade."

Photo source: [DC Streetcar](#)

Transit California

Thursday, December 31, 2015

Transit California

Preparedness Put to the Test

Omnitrans Answers Call to Move Evacuees from San Bernardino Attack Site



In photo above, people evacuated from the Inland Regional Center board buses in the aftermath of the December 2 terrorist attack in San Bernardino. At right, Omnitrans buses line up at a staging area to transport evacuees.



By Stephanie Jordan
Managing Editor
Transit California

The first official word of the attack came in a tweet from the San Bernardino Fire Department's official Twitter account at 11:14 a.m. on 2 December 2015. The Tweet said: "SBFD units responding to reports of 20 victim shooting incident in 1300 block of S. Waterman. SBPD is working to clear the scene."

In the end, 14 people were killed and 22 injured in what is being called an Islamic extremism-inspired terrorist attack, consisting of a mass shooting (and attempted bombing) at the Inland Regional Center in San Bernardino. Syed Rizwan Farook and Tashfeen Malik, a married couple living in the city of Redlands, targeted a San Bernardino County Department of Public Health training event and holiday party of about 80 employees in a rented banquet room. After the attack, the couple fled and later was killed by police in a shootout.

As part of the emergency management of the situation, County of San Bernardino Emergency Operations Center (EOC) called upon Omnitrans to help transport people evacuated from the Inland Regional Center and surrounding businesses after the shooting. Initially people were taken from the incident scene to a local church where they could be interviewed by local law enforcement. Later people were transported to a community center where they reunited with family and friends. Four Omnitrans vehicles including three 40-foot and one 60-foot bus were pressed into service transporting over 460 passengers. Two law enforcement officers accompanied each bus.

"We played a limited, but important role in assisting our first responders during this tragic event," said Omnitrans CEO P. Scott Graham.

It is a role that the agency had prepared for.

"The goal is to be prepared for anything," says Wendy Williams, the agency's Director of Marketing and Planning. "We've participated in lots of exercises and drills. We have learned from past experience how to respond to emergencies, although most have been in response to natural disasters."

A key lesson learned is to have a clear process in place for when a call comes in during or in the aftermath of an incident.

"We often get multiple calls from well-intended individuals or even organizations that say 'we need to transport people out of here'; however, as much as we are willing to help, we have to tell them that they need to go through our EOC. The need for this is primarily to not add to the possible chaos of the situation," explains Williams.

Indeed, to have buses show up to an area that is already strained by a catastrophic event could cause more harm than good. Omnitrans security will only act after a situation has been vetted through the county's EOC.

As part of the county emergency communication network, Omnitrans security staff was notified of the active shooter situation at the Inland Regional Center within minutes of initial 911 calls. Bus service to the immediate area was detoured, however Omnitrans worked to maintain as much regularly scheduled service as possible in other unaffected areas. Coach operators and other employees were notified of the emergency situation and security guards at the San Bernardino Transit Center and Omnitrans headquarters in San Bernardino were placed on heightened alert, but both facilities remained open to the public.

At the time of the incident, it was a yellow school bus service that was called upon to help evacuate, since it was just a mile away from the scene. Omnitrans sent just one bus. But later the additional Omnitrans buses were called in, as the school bus service was needed to maintain its transport of students.

Another key to training and preparing in advance is to have mechanisms in place to track the activity that is needed. Williams notes that something as simple as having a special route code established can be essential, especially for any incident that might be eligible for FEMA reimbursement. With a code, data can more easily be verified, such as recording ridership numbers and other vital statistics.

"It is very important that transit agencies engage with county emergency responders and to identify someone at the agency that maintains close ties and builds an ongoing partnership," believes Williams. "The result is a much more unified coordinated response, whether it's a nursing home that needs evacuating, a natural disaster situation or something as tragic as what took place at the Inland Regional Center. It is never a question of if your agency will be called upon to help the community, it is question of *when*."

Highland Community News

Thursday, January 07, 2016



Highland Community News

Your Community. Your Newspaper

Dr. Martin Luther King Jr. Prayer Breakfast and 'Civil Rights Freedom Ride'

Courtesy photo MLK Jr. statue

The Inland Empire Concerned African American Churches will host its 36th annual Dr. Martin Luther King Jr. Prayer Breakfast and "Civil Rights Freedom Ride" from CSUSB to the MLK Jr. statue at San Bernardino City Hall on Jan. 18.

Posted: Thursday, January 7, 2016 5:51 pm | Updated: 6:17 pm, Thu Jan 7, 2016.

The Inland Empire Concerned African American Churches, hosts the 36th annual Dr. Martin Luther King Jr. Prayer Breakfast on Jan. 18 at 7:30 a.m. at California State University Coussoulis Arena, in San Bernardino.

They invite the entire city to join them at their new location, Cal State University San Bernardino, and help salute a man whose legacy continues to thrive in our hearts as we work together to build a better world.

This year the Concerned African American Churches are asking guests to join them in a reenactment of a "Civil Rights Freedom Ride" to City Hall on OmniTrans sbX bus for the after breakfast festivities at approximately 10:30 a.m. for the program and "March" around the Dr. Martin Luther King Jr. statue in front of San Bernardino City Hall, guided by the Sixth Ward Councilman Rikke Van Johnson.

OmniTrans has graciously provided coupons to travel from Cal State University San Bernardino to City Hall and back, to culminate the celebration activities as participants traditionally do in a final "March" around the statue. This year's program features, Patrick Jewett renowned artist, who will tell short stories about Dr. Rosa Parks and her contribution to the civil rights era and also his endeavor to commemorate her memory. Mrs. Vickie Lee-Nichols will render an explosive drama rendition depicting the periods of which the civil rights and recent tragedies have given us hope!

Please contact the Inland Empire Concerned African American Churches office at (909) 474-7036 to purchase a ticket or table for the breakfast, or to sign up for an OmniTrans coupon for the "Civil Rights Freedom Ride." Sponsorships are still being accepted, especially tables to be provided for youth.

For more information, contact Beverly Jones Wright, Dr. Martin Luther King Jr. Prayer Breakfast coordinator, at (909) 474-7036 or email her at IECAAC1998@gmail.com.

Voice of OC | (<http://voiceofoc.org/2016/01/orange-countys-bus-ridership-declines-are-worst-in-socal/>)

Orange County's Bus Ridership Declines Are Worst in Socal



Kaitlin Washburn for Voice of OC

An Orange County Transportation Authority bus in Santa Ana.

By Thy Vo January 25, 2016 at 7:30 AM

Follow @thyanhvo

While the number of people riding public buses took a hit nationwide after the Great Recession, bus ridership is falling faster in Orange County than other Southern California counties, dropping by nearly 30 percent since 2008.

One of the biggest factors driving that decline? Service cuts.

When the Orange County Transportation Authority made its cuts (<http://www.octa.net/newsstory-bus.aspx?id=1845>), the agency focused on spreading them out relatively equally across the county, rather than cutting based on ridership.

This approach turned out to be a mistake. While transit agencies throughout the nation had to cut services due to declining revenues in the wake of the Great Recession, few saw ridership drop like it did in Orange County.

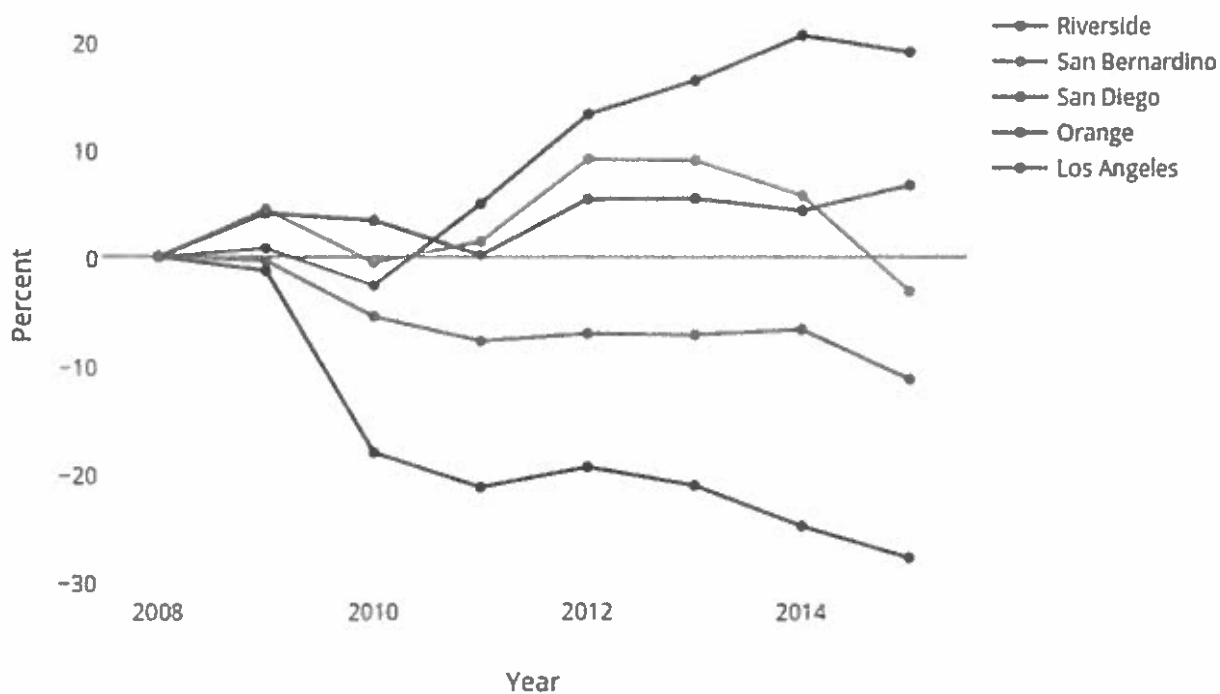
November 2015 marked 36 straight months of declining bus ridership for the Transportation Authority, with 20 million

fewer boardings a year since 2008.

Over the same time period (<https://plot.ly/~thuanhvo/5/1>), bus ridership fell by 11 percent in Los Angeles Metropolitan Transportation Authority and 3 percent for Omnitrans, the bus system serving San Bernardino County.

Meanwhile, ridership increased by 6 percent for the San Diego Metropolitan Transportation System and by 16 percent for the Riverside Transit Agency.

Percent Change in Bus Ridership Since 2008



<https://plot.ly/~thuanhvo/9/>

Click on image to view an interactive graph in a new window.

Now the agency is **proposing changes** (<http://voiceofoc.org/2016/01/plans-to-cut-santa-ana-bus-routes-draw-fire/>) that would cut low-performing routes concentrated in south county and shift those resources toward improving services along more frequented routes in denser, central county cities.

"What we've heard from our riders is they really want more frequent service and service that gets them to go where they need to quickly," said Transportation Authority spokesman Joel Zlotnik. "What OCTA is proposing...would put limited resources where they're most needed, create a more efficient and cost-effective transit system."

A 'Vicious Cycle'

Cutting bus service can be a "vicious cycle," says Jacob Anbinder, communications assistant for the New York-based

nonprofit TransitCenter who has studied falling bus ridership nationwide. (<http://www.tcf.org/blog/detail/magic-disappearing-bus/>)

As agencies cut bus services to relieve their budgets, fewer people ride the bus, further exacerbating revenue woes, Anbinder said. This scenario certainly played out in Orange County.

The number of buses operating at peak hours in went from 541 in 2008 to 428 in 2013, a 21 percent decrease, according to data from the National Transit Database. Over that same period, hours of service were cut by 21 percent.

The Transportation Authority also increased fares (<http://www.octa.net/News/Bus/Proposed-Bus-Fare-Increase-Topic-of-Public-Meetings/>) by 50 cents, from \$1.50 to \$2.00 a ride, in 2013.

"What that basically says to me is you will have as many riders as your provision of good service can reach. The cuts and the decline in ridership seems directly related to the cuts in service," Anbinder said.

	Change in Vehicle Revenue Hours	Change in Vehicles Operated During Peak
Orange County	-21.07%	-20.89%
Riverside	-12.92%	-17.61%
San Diego	-8.79%	0.24%
San Bernardino	-3.11%	3.60%
Los Angeles	-11.93%	-16.74%

(<http://voiceofoc.wpengine.netdna-cdn.com/files/2016/01/Screen-Shot-2016-01-24-at-11:35:02-PM.png>)

Table: Cuts to Bus Service between 2008 and 2013

This played out in other Southern California counties as well. In Los Angeles County, where ridership has fallen by 11 percent, the agency has cut bus hours by nearly 12 percent.

In San Bernardino, a 3 percent cut in bus service since 2008 is about on par with the 3 percent decline in ridership. Omnitrans spokeswoman Wendy Williams attributed the decline in part to a 25-cent fare increase (<http://www.omnitrans.org/news-events/news-releases/pdf/OmnitransFareServiceChangesSept080414.pdf>) that went into effect in Sept. 2014.

In Riverside County, although the transportation agency has cut bus service hours by nearly 13 percent

since 2008, ridership fell by just 2.6 percent in 2010 and has since increased by more than 18 percent above pre-recession levels.

Brad Weaver, a spokesman for the Riverside Transit Agency, attributed this steady increase in bus boardings to the success of an unlimited bus pass for college students paid for through their college tuition.

Although a number of conditions factor into ridership numbers -- like population density, demographics and gas prices -- many in the transit world see the quality of service as the number one factor. And that has been a problem in Orange County.

The Transportation Authority has handed over an increasing number of routes to contractors in recent years, leading to a big spike in complaints (<http://voiceofoc.org/2016/01/spotty-bus-service-has-oc-riders-fuming/>) about busses that don't show up. Between August and Oct. 21, the Transportation Authority recorded 42 "missed trips."

Researchers at San Jose State University's Mineta Transportation Institute found in a May 2015 study (<http://transweb.sjsu.edu/PDFs/research/1101-transit-bus-demand-factors-in-US-metro-areas.pdf>) that, when you control for those other factors, service levels are the strongest predictor of bus ridership.

"If buses don't run as frequently...and they cut back service in terms of length of routes, people simply aren't going to ride,"

Anbinder said.

But balancing the level of service with the needs of the population is difficult.

"Every agency faces this trade-off: we have a limited pot of money, do we spread it around evenly and send a bus an hour to every neighborhood...or should we concentrate on a few routes in some areas?" said Anbinder.

While the right answer depends on each city, Anbinder said the new route changes appear to move toward industry best practices -- away from a "social services" model of transportation focused on serving as many neighborhoods as possible.

"A bus that runs every hour is, at a certain point, not useful. There's a recognition [in the transit world] that if you spread service so thin, it becomes virtually unusable," Anbinder said. "Even for people who are desperate, if it's not usable, they'll find another way."

The Transportation Authority official hopes the new changes -- which, if approved, will go into effect starting in June -- will boost ridership by 1.6 million boardings over the next three years.

The proposed changes cut routes largely located in Southern Orange County, as well as two routes that service Santa Ana, which has the highest boarding density in Orange County.

The plan increases the frequency of service along several busy routes and adds two Bravo! express buses.

The Transportation Authority is also launching a small marketing campaign to boost ridership, including new branding on buses themselves, promotional videos aimed at young people, direct mailers, and a new mobile ticketing app that would allow riders to buy fares on their smartphones.

While time will tell whether these efforts improve ridership, Anbinder said bus service still takes a back seat in Orange County when it comes transit priorities.

"Cities and regions are investing heavily in car infrastructure, publicly and privately. In Orange County, the transportation priority for spending is widening the freeway," Anbinder said. "You're paying people to drive. People who have a choice choose to drive, because that's what the transportation investment has prioritized."

Contact Thy Vo at tvo@voiceofoc.org or follow her on Twitter @thyanhvo.



Billions spent, but fewer people are using public transportation in Southern California



Metro plans to spend more than \$12 billion over the next 10 years to build two new rail lines and three extensions, the largest capital investment of any transit agency in the country.

(Al Seib / Los Angeles Times)

Laura J. Nelson and Dan Weikel

For almost a decade, transit ridership has declined across Southern California despite enormous and costly efforts by top transportation officials to entice people out of their cars and onto buses and trains.

The [Los Angeles County Metropolitan Transportation Authority](#), the region's largest carrier, lost more than 10% of its boardings from 2006 to 2015, a decline that appears to be accelerating. Despite a \$9-billion investment in new light rail and subway lines, Metro now has fewer boardings than it did three decades ago, when buses were the county's only transit option.

Most other agencies fare no better. In Orange County, bus ridership plummeted 30% in the last seven years, while some smaller bus operators across the region have experienced declines approaching 25%. In the last two years alone, a Metro study found that 16 transit providers in Los Angeles County saw average quarterly declines of 4% to 5%.



Years after the end of the worst recession since World War II, which prompted deep service cuts, transit agencies are still trying to figure out where their riders have gone and what can be done to bring them back, including major changes to routes and schedules.

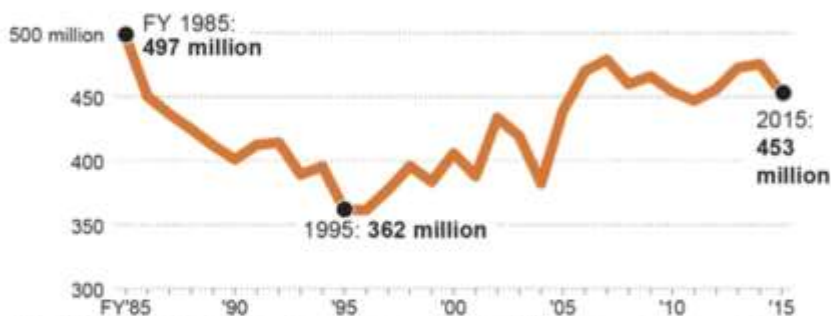
Officials say ridership is cyclical and customers will return as traffic congestion worsens, bus service improves, new rail lines open and more of the region's population moves to walkable neighborhoods near transit stops.

But some experts say the downturn could represent a permanent shift in how people get around, propelled by a changing job market, [falling gas prices](#), [fare increases](#), declining immigration and the growing popularity of other transportation options, including bicycling and ride-hailing companies such as Uber and Lyft.

"I don't know if this is long-term, but it doesn't feel like it's temporary when we've been dealing with 36 straight months of declining ridership," said Darrell Johnson, chief executive of the Orange County Transportation Authority.

The decline suggests that Southern California policymakers are falling short of one of their longtime goals: drawing drivers out of their cars and onto public transportation to reduce traffic congestion, greenhouse gases and the region's reliance on fossil fuels.

Did Metro's ridership peak in the '80s?



Note: Ridership totals reflect fiscal years ending in June. Foothill Transit is no longer counted in Metro's total boardings after 1988, but when added back in Metro does not reach its 1985 peak.
 Sources: L.A. County Metropolitan Transportation Authority. Graphics reporting by Laura J. Nelson, Dan Weikel and Jon Schleuss
 @latimesgraphics

Jon Schleuss

Southern California certainly isn't alone. Public transportation use in many U.S. cities, including Chicago and Washington, D.C., has slumped in the last few years. But the question takes on new significance in Los Angeles County, where politicians and transportation officials are considering whether to seek another half-cent sales tax increase in November [that could raise \\$120 billion for major transportation projects](#), including several new rail lines.

"It's a bit perverse," said USC engineering professor James E. Moore II, who has been a critic of rail transit. "You're spending all this money and you're driving ridership down. If you're investing heavily in transit, you'd hope ridership would increase."

Phil Washington, Metro's chief executive, says the slump will reverse when his agency finishes a "complete buildout" of its growing rail network, a process that could take decades.

Metro plans to spend more than \$12 billion over the next 10 years to build two new rail lines and three extensions, the largest capital investment of any transit agency in the country.

In addition, the Los Angeles City Council approved a sweeping plan last fall to encourage the use of transit and alternative forms of transportation. [Mobility Plan 2035](#) calls for hundreds of miles of bike and bus-only lanes to be added to city streets over the next two decades.

"We're not building for today," Washington said. "We're building for 100 years down the road."

Although buses account for about 75% of Metro's ridership, rail operations and construction receive more money than buses do from Measure R, the county's most recent half-cent sales tax to fund transportation projects.

Metro has worked to speed up some bus routes, including [giving buses their own lanes during rush hour on Wilshire Boulevard](#), the most traveled corridor in the county. The majority of buses, however, crawl through the streets at rush hour, and passengers often complain about long travel times.

"There's been lots of focus by transit agencies on shiny new things, sometimes at the expense of bus routes which serve the primary constituencies of transit agencies: low-wage

workers," said Brian Taylor, the director of UCLA's Institute of Transportation Studies. "Lots of resources are being put into a few high-profile lines that often carry a smaller number of riders compared to bus routes."

John Durant, 36, stopped taking Metro buses after he graduated from Cal State L.A., where his daily transit commute was 45 minutes each way. After he got a job in downtown Los Angeles, Durant bought a car, even though parking, insurance and gas cost him hundreds of dollars more per month than his Metro pass.

"If taking the bus were faster than driving, more people would do it," Durant said. "But it isn't."

Thirty years ago, Metro's predecessor, the Southern California Rapid Transit District, handled almost 500 million annual bus boardings in Los Angeles County. In the decade that followed, the transit district and then Metro raised fares and cut bus service hours to fund an aggressive construction program for a subway through downtown Los Angeles and light-rail lines to Long Beach and between Norwalk and Redondo Beach.

In 1994, an organization that represented bus riders sued Metro in federal court, alleging that cutting bus service to pay for new rail lines discriminated against minority passengers who faced increasingly crowded buses. [In a landmark settlement](#), Metro agreed to stop raising fares for 10 years and relieve overcrowding by adding more than 1 million hours of bus service.

Ridership soared. Metro buses and trains recorded about 492 million boardings in 2006, the most since 1985. But from 2009 to 2011, several years after federal oversight ended and during the Great Recession, the agency raised fares and cut bus service by 900,000 hours.

By the end of 2015, ridership had fallen 10% from 2006, with the steepest declines coming in the last two years.

The numbers look even grimmer in Orange County, where the transportation authority saw a 30% decline in boardings between 2008 and 2014, from 68.9 million to 48.1 million. In the first 11 months of 2015, the most recent data available, ridership fell by an additional 2.4 million.

Although Orange County's economy has rebounded, the types of jobs typically held by transit riders may have changed, both in quality and quantity, OCTA officials say. In 2007, more than half of bus riders said they had full-time work. That dropped to 37% in 2014, according to OCTA, and those who had part-time jobs grew five percentage points over the same period.

"Our ridership usually has tracked along with improving employment levels," Johnson, the agency's chief executive, said, "but not this time."

OCTA has plans to overhaul bus service by providing faster and more frequent service in areas of high demand and cutting service on the less-used lines, possibly replacing them with shuttles, vans and trolleys.

Also under consideration are lower fares and tech-friendly improvements, including mobile ticketing and real-time information for riders. Officials predict that the plan will increase annual ridership by 1.6 million boardings within three years.

Metro is weighing a partnership with ride-hailing companies such as Uber and Lyft, saying their drivers could bridge the so-called "first mile, last mile" gap between a commuter's transit stop and their destination. Agency staff say they suspect rides in those for-hire vehicles may be replacing some transit trips.

The [L.A. Department of Transportation](#)'s DASH and Commuter Express buses have also been hit hard. They lost 19% of their boardings between 2008 and 2014 after the agency cut routes and doubled its 25-cent fare.

"Less people are riding, period," said Corinne Ralph, LADOT's head of transit operations. When the department met with Metro and other local transit agencies in December to discuss the ridership downturn, she said, it seemed to be "a major surprise to most transit operators.... No one really anticipated the severity of the decline."

According to census data, up to 7% of Los Angeles County residents commute using transit while a lower percentage do so in surrounding counties. Metro's goal is to convert 20% to 25% of the county's population into regular transit riders, Washington said.

Doing so would require tapping into the vast groups of riders who can afford to drive. Currently, a Metro rider's median household income is \$15,918 — far below the countywide median of \$55,909.

About 20% rely on public transportation to commute to work during the first five years they live in California, including L.A. County, according to Evelyn Blumenberg, the chairwoman of UCLA's urban planning department.

The longer immigrants live in the U.S., the less likely they are to take the bus or train, either because they begin to drive or move to suburbs with less transit service. After two decades in the United States, about 6% of immigrants ride transit, only slightly higher than native-born residents, Blumenberg said.

After a surge in immigration in the 1980s, which significantly bolstered bus and rail ridership, the influx of foreign-born people peaked in California in 1991 and has been declining since, she said.

A new avenue for driving also might have opened up for immigrants who are in the country illegally. A law that took effect last year allows them to obtain California driver's licenses. So far, the Department of Motor Vehicles has issued more than 605,000 such licenses, a spokesman said.

In addition, some transit officials say the recovering economy has helped transit riders find at least partial access to cars. During the last five years, the number of former OCTA bus riders who gained access to cars almost doubled, agency surveys show.

"It's not the dream of every bus rider to arrive in a bus that was on time, air conditioned and clean, where a seat was available," said Moore of USC. "It's the dream of every bus rider to own a car. And as soon as they can afford one, that's the first purchase they'll make."

According to the Southern California Assn. of Governments, the total number of miles driven in the region per day has almost returned to pre-recession levels, although the miles driven daily per person are declining.

Still other former riders have voiced concerns about safety and a lack of convenient service.

Suzan Mikiel moved from New York five years ago to Los Feliz, which has a Red Line subway stop. She took transit for four years as she auditioned for acting roles and worked temporary jobs as a caterer, a photographer and a writer's assistant.

Transit offered a chance to relax, people-watch or take photos during the day, she said. But at night, trying to get home was sometimes "horrible, if not impossible."

Mikiel occasionally found herself stranded in unfamiliar neighborhoods late at night. On less-traveled routes, connecting to another bus could take an hour. Finally, after being robbed near the Culver City Expo Line station, she bought a car.

"Driving has really opened up my experiences in L.A.," Mikiel said. "I love my car. I'm keeping it."

laura.nelson@latimes.com | *Twitter:* [@laura_nelson](https://twitter.com/laura_nelson)

Other
Monday, February 08, 2016

THE PRESS TELEGRAM

Southern California mass transit for the ages, not just today



Mapping the Metro Gold Line. (Staff photo by Walt Mancini)

By [The Editorial Board](#), *Long Beach Press Telegram*

POSTED: 02/08/16, 1:42 PM PST | UPDATED: 13 HRS AGO

Metro ridership [is down in recent years](#) across the mass-transit platforms — bus, light rail, subway, Metrolink heavy rail. Should Southern California, then, reverse course and go back to simply building more freeways and widening boulevards?

It should not. Been on a new section of freeway lately? They go to gridlock as soon as they are opened. “Rush hours” that used to be just that are now the all-day norm rather than exception. There is a tiny driving window around noon; otherwise, as the radio traffic reporters say, it’s red tail lights from San Bernardino to Silicon Beach, Porter Ranch to the far OC.

The reasons for the rise in driving rather than busing and training are several, and complicated, and truthfully not fully understood. But lower gasoline prices, the

availability of driver licenses to immigrants without legal residency and relatively inexpensive cars and car loans are certainly among them. Also, mass-transit fans note that [compared to mid-1980s numbers](#), ridership is up almost 30 percent.

And if you think cheap gas is here forever, [we've got a Sixth Street Bridge](#) to sell you, cheap.

World-class megalopolises not only deserve world-class transit for the masses — they need them to stay great. These huge public works projects take time. The London Underground, with service beginning in 1863, took until the 1970s to be built out, with minor expansions continuing to this day. The first subway line in New York City opened in 1904, and construction continues to provide better service to all neighborhoods. No one has been forced from their cars in those cities — though automotive addicts are welcome to drive, it is crazy-slow, and expensive, to do so. In Southern California, it will take time to develop a rail habit. But as Justin Fornelli, SanBAG's chief of transit and rail programs, said of the planned [Redlands Passenger Rail Project](#), misleading economic analysis saying the line will cost “\$300,000 per rider” is accurate only if train service lasts just one day when it opens in 2020.

But while Metro continues to build for our grandchildren's grandchildren, there are certainly steps that need to be taken to get us back on board in our own time:

- The vexing “last-mile” problem needs to be solved, getting us to our homes or offices from train stations or large bus routes. Local shuttle vans, cabs and Uber and Lyft are part of the answer. But remember also that East Coast commuter rail relies on “kiss-and-ride” drop-offs by spouses or friends.
- Promises to taxpayers need to be fulfilled, especially the Gold Line extension to Claremont and then to ONT.
- Government needs to stop caving to the taxi lobby. Build light rail to LAX, not to a “people-mover” somewhere near it.
- Remember the San Fernando Valley, where almost 2 million of us live? It has little rail service. The swift Orange Line bus is nice. But eventually this elephant in the room needs to be fed.
- Talking of buses: While well-meaning lobbyists for working-class bus riders try to kill all rail projects as superfluous to their immediate needs, planners should keep their eye on the horizon. When they do, a full and efficient transit system will make future Californians remember us well.

PASSENGER TRANSPORT

February 8, 2016

Industry Briefs



New Omnitrans Buses 'Talk' to Pedestrians — Omnitrans in San Bernardino, CA, has incorporated audible turn signals in 15 new buses as a way to get the attention of pedestrians using smartphones and so might be distracted. The caution announcement, given in English and Spanish, is triggered automatically when the driver turns the steering wheel. Omnitrans will evaluate the effectiveness of the new safety feature before considering a retrofit of the rest of its fleet.

Metrolink Lowers Local Fares — Metrolink commuter rail in Los Angeles has reduced its one-way, short-distance

fares to encourage using the train for local trips. Now a rider can travel up to two stations for just \$3, or \$1.50 for seniors. The fare change is a 45 percent discount to the current average fare of \$5.50 for a one-way ticket between stations.

Editorial

Transit plans with eyes on long-term prize

Metro ridership is down in recent years across the mass-transit platforms — bus, light rail, subway, Metrolink heavy rail. Should Southern California, then, reverse course and go back to simply building more freeways and widening boulevards?

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ITEM # F1

DATE: March 2, 2016

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

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: CEO/GENERAL MANAGER'S REPORT

Comments received by one of the bidders for the Design-Build-Maintain Compressed Natural Gas Infrastructure at the Operations and Safety Committee on February 16, and upon further analysis, the decision was made not to proceed with the award of contract and to reissue the solicitation. It is anticipated the award of the contract will be presented to the Board for approval in May.

Staff attended the kickoff meeting for the Redlands Passenger Rail Project at SANBAG on Wednesday, February 17. Omnitrans has been advised to take immediate steps to hire legal counsel with rail expertise to review the proposed cooperative agreement being developed by Omnitrans and SANBAG. Other immediate requirements are to address near-term staffing needs.

Attended the VTrans Board of Directors meeting to provide an update on steps being taken to move VTrans staff to Omnitrans. With the approval of the Job Descriptions (See Item #E10) for the new Special Transit Services Department, Omnitrans will begin the recruitment process.

PSG

ITEM # _____ F2 _____

DATE: March 2, 2016

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT OPS16-01
MODULAR WHEELCHAIR RESTRAINT STATIONS & PASSIVE REAR-
FACING SYSTEMS**

FORM MOTION

Authorize the CEO/General Manager to award Contract OPS16-01 to New Flyer Industries Canada ULC (New Flyer), of Winnipeg, MB, for the provision of Modular Wheelchair Restraint Stations and Passive Rear-Facing Systems and installation, in the amount of \$771,296, plus a ten percent contingency of \$77,129, and a 3.27% Cost Allocation Plan (CAP) of \$27,743, for a total not-to-exceed amount of \$876,168.

BACKGROUND

To improve the safety environment of its passengers and employees, Omnitrans is purchasing buses outfitted with Modular Wheelchair Restraint Stations and Passive Rear-facing Systems. Omnitrans will outfit its current fleet with equivalent systems on a total of seventy-five buses.

On October 7, 2015, Omnitrans' Board of Directors approved release of Request for Proposals RFP-OPS16-01. Notices were published in two (2) local newspapers of general circulation and posted on Omnitrans' online bidding system. Two (2) proposals were received by the January 7, 2016, deadline and both were found to be responsive and responsible.

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

Selection Criteria	Total Points Possible	New Flyer Industries Canada ULC	Complete Coach Works
Responsiveness to Scope	30	22.00	23.00
Quality of Work Plan	25	19.17	20.83
Experience, Quality of Staff	20	19.33	16.00
Technical Total	75	60.50	59.83
Cost/ Price	25	25.00	22.24
Total Score	100	85.50	82.07

Both firms were identified to be within the competitive range and were requested to submit Best and Final Offers (BAFO's). The BAFO submitted by New Flyer reduced the originally proposed price by \$92,425.61 and Complete Coach Works offered a total savings of \$37,500.

Selection Criteria	Total Points Possible	New Flyer Industries Canada ULC	Complete Coach Works
Technical Total	75	60.50	59.83
BAFO Cost/ Price	25	25.00	21.26
Final Total Score	100	85.50	81.09

Upon receipt of the BAFO's, the evaluation committee found the proposal from New Flyer Industries to be the highest ranking. The firm's proposed pricing is \$78,598 less than the Independent Cost Estimate of \$849,894 and therefore deemed fair and reasonable. New Flyer Industries will perform installations locally at the New Flyer Service Center in Ontario, CA.

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

FUNDING SOURCE

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	Various	TBD	Wheelchair Restraints	TBD	\$876,168

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

Short Range Transit Plan/Strategic Initiative Supported - This procurement supports Omnitrans' Strategic Initiative 2 – New Bus Technology.

CONCLUSION

Award of this contract will aid Omnitrans in improving the safety environment of its riders and operators.

PSG:JMS:KT



CONTRACT AGREEMENT

between

NEW FLYER INDUSTRIES
CANADA ULC
#76-630 Kernaghan Avenue
Winnipeg, MB R2C 5G1

(hereinafter "CONTRACTOR")
Telephone:
Fax:

And

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

CONTRACT DOCUMENTS

CONTRACT NO. OPS16-01

**Modular Wheelchair Restraint
Stations and Passive Rear-Facing
Systems**

Contract Amount: \$771,295.78

Omnitrans Project Manager:

Name: Diane Caldera
Title: Director of Operations
Telephone: (909) 379-7211
Email: diane.caldera@omnitrans.org

Contract Administrator:

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



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – COST FILE

ATTACHMENT D – MINIMUM INSURANCE REQUIREMENTS

This Agreement is made and entered into as of this _____ day of _____, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and New Flyer Industries Canada ULC (hereinafter referred to as "CONTRACTOR").

RECITALS

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

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

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

1. SCOPE OF WORK

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

2. PERIOD OF PERFORMANCE

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

3. CONTRACT OPTIONS

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

4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a 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 Seven Hundred Seventy One Thousand Two Hundred Ninety Five Dollars and Seventy Eight Cents (\$771,295.78), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS

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

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

- Contract number
- Invoice number
- Description of Services
- Service Date
- Information as requested by OMNITRANS

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

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

6. AUDIT AND INSPECTION OF RECORDS

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

7. NOTIFICATION

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

To OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Krystal Turner

To CONTRACTOR:

New Flyer Industries Canada ULC
#76-630 Kernaghan Avenue
Winnipeg, MG
Attn: Jaspreet Singh

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

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

Project Manager: Diane Caldera, Director of Operations

- 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>
Jaspreet Singh	Contract Administrator
Karl Robinson	Technical Support & Business Development Manager
Daniel P. Murray, MBA	Operations Manager
Phyllis Tapley	Director, Supply Chain & Distribution

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

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

9. DISPUTE RESOLUTION

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

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.
- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

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

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

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

13. SUBCONTRACTING

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

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

14. INDEPENDENT CONTRACTOR

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

15. INSURANCE

Throughout the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance coverage, which shall be full-coverage insurance not subject to self-insurance provisions. Please refer to Attachment D, Minimum Insurance Requirements. 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.

16. INDEMNITY

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

survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

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

18. RIGHTS IN TECHNICAL DATA

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

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software

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

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

21. WORK FOR HIRE

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

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

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

23. EQUAL OPPORTUNITY

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

24. STANDARD OF PERFORMANCE

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

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

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1)

presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

27. COMPLIANCE WITH LAW

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

28. COMPLIANCE WITH LOBBYING POLICIES

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

29. PUBLIC RECORDS ACT

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

Act. OMNITRANS' use and disclosure of its records are governed by this Act.

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

30. WAIVER/INVALIDITY

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

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

31. FORCE MAJEURE

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

32. CONFIDENTIALITY

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

written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

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

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

34. GOVERNING LAW

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

35. MODIFICATIONS TO AGREEMENT

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

36. LICENSING, PERMITS AND INSPECTION COSTS

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

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A, Scope of Work, (3) Attachment B, Regulatory Requirements, (4), Attachment C, Cost File, (5) Attachment D, Minimum Insurance Requirements, (6) provisions of RFP-OPS16-01, its addenda, exhibits and attachments and (7) CONTRACTOR's proposal dated January 5, 2016.

38. ENTIRE AGREEMENT

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

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

OMNITRANS

NEW FLYER INDUSTRIES CANADA
ULC

P. Scott Graham
CEO/General Manager

Phyllis Tapley
Director, Supply Chain & Distribution

DATE

Federal Tax I.D. No. 98-0647911

DP _____

CM _____

ATTACHMENT A – SCOPE OF WORK
OPS16-01
MODULAR WHEELCHAIR RESTRAINT SYSTEMS AND PASSIVE REAR-FACING
SYSTEMS

A. INTRODUCTION

Contractor shall supply and install up to seventy-five Q'Pod by American Seating modular wheelchair restraint stations and up to seventy-five Passive Rear Facing wheelchair systems as described herein. The stations shall be installed on the curbside of the bus and the Rear Facing system shall be installed on the street side of the bus directly behind the driver compartment. Both types shall conform to applicable Americans With Disabilities Act (ADA) regulations.

B. EQUIPMENT SPECIFICATIONS

1. Modular Wheelchair Restraint Station

- a. Contractor shall provide modular wheelchair restraint stations to fit into Omnitrans 40' New Flyer coaches as follows:
 - 1) Twenty-Three 2005 New Flyer C40LF SR842
 - 2) Twenty-Seven 2009 New Flyer C40LFR SR1337
 - 3) Eight 2011 New Flyer C40LFR SR1563
 - 4) Nine 2011 New Flyer C40LFR SR1564
- b. Wheelchair restraint station shall be the Q'Pod by American Seating modular system or approved equal.
- c. Units must be fully integrated wheelchair securement stations designed and tested for a variety of scooters and wheelchairs.
- d. The integrated wheelchair securement stations shall have the following salient characteristics:
 - 1) 3-Point or 4-Point Wheelchair Securement System approved for ADA use.
 - 2) Able to accommodate oversize chairs.
 - 3) Manufactured in the United States.
 - 4) Front tie down system with an integrated scooter ring.
 - 5) Automatic retractor tightening device mechanism to secure chair to bumper to prevent chair tipping. If using a 3-Point securement, unit will have a stabilizing bumper to act as the 4th.
 - 6) Access handle for tightening and releasing the front retractor securement belt. wheelchair contact point to ensure correct wheelchair positioning.
 - 7) Integrated rear barrier with time delayed remote release of rear securements.
 - 8) J-hooks to reduce belt twisting.
 - 9) A self-ratcheting mechanism shall be connected to the assembly.

- 10) An integrated separate steel grab rail on the barrier shall connect the top of the barrier near the aisle to the shoulder belt tower.
- 11) An electrical or mechanical paddle handle delay system allows for hands free use of the rear securement retractors.
- 12) Integrated rear barrier to have easy access maintenance panel or option to use existing barrier, as shown in Section F. Exhibits 1 and 2.
- 13) Audible indicator to provide a 15-second time delay to allow the operator the opportunity to properly secure and disconnect restraints.
- 14) An interlock connection for any electronics.
- 15) System to function without power in the event of electrical failure.
- 16) Audible or visual indicator to advise the driver when the unit is unlocked.
- 17) Rear tie down restraint retractors shall be self-locking and include an automatic and self-tensioning mechanism for webbing slack adjustment to prevent tripping hazards associated with webbing slack.
- 18) Barrier shall contain an integrated occupant lap belt.
- 19) Pre-positioned shoulder belt with minimum of three inches up and down movement.
- 20) Flip seats shall be Q'Pod by American Seating stainless steel seat model or approved equal and shall have the following salient characteristics:
 - a) Omnitrans' preference is to maintain consistency in seat inserts.
 - b) Stowage button for easy to reach access to occupant lap belt.
 - c) Seat bottom panel to contain lap belt holder to aid in securement of passenger when requested.
 - d) Seat fabric is Holdsworth EAO309. Each station uses approximately 2.5 yards of fabric.
 - e) Barrier shall contain the pre-positioned integrated shoulder belt.
 - f) Rear securement retractors shall be enclosed and protected to prevent tripping hazards and increase the longevity of the securements.
 - g) Signage at each location under seat shall be visible to user and explain operation.

2. Rear Facing Wheelchair Restraint System

- a. PASSIVE rear facing wheelchair parking device shall be provided on the street-side of the bus directly behind the driver compartment, and shall conform to applicable ADA regulations.
- b. The device shall not incorporate nor shall it be necessary to utilize an active restraint system.
- c. The device shall include a rear facing barrier with a 23-inch lateral arm.

- d. Maneuvering room inside the bus shall accommodate easy travel by a passenger in a wheelchair from the access through the bus to the designated parking areas, and back out.
- e. No portion of any wheelchair or its occupant shall protrude into the normal aisle of the bus when parked in the designated parking space(s).
- f. Omnitrans shall require a demonstration of wheelchair maneuverability prior to acceptance.
- g. Lap belt attached to the sidewall as installed in the SR1965 Excelsior buses. The positioning of the lap belts on the C40LF and C40LFR frames will require Omnitrans' approval.

C. SERVICE INSTALLATION

- 1. Remove existing curbside and streetside flip seats in such a manner as to prevent damage to seats or bus. Omnitrans will retain the removed seats.
- 2. Contractor may alter or modify the bus as required to ensure mechanical integrity in the mounting of the Q-Pod. Such alterations or modifications shall not affect current aesthetics or mechanical integrity upon completion and must be approved by Omnitrans.
- 3. Any damage discovered upon final installation inspection will be credited or replaced at no cost to Omnitrans.
- 4. The agreed upon installation date will commence when the equipment has been received and within sixty working days of receipt of Omnitrans' purchase order.
- 5. Installations may take place at the Contractor's facility or at Omnitrans' facility located at:

Omnitrans
1700 West 5th St.
San Bernardino, CA 92411

Contractor's drivers must be properly licensed to transport buses.

- 6. Installation shall be done on Saturday or Sunday between 7:00 p.m. and 5:00 a.m. or any hour on weekdays pending bus availability, unless otherwise agreed upon by Omnitrans and Contractor.
- 7. Design of the space available for mobility devices shall be based on Omnitrans' latest series of buses, SR1965.
- 8. Pilot bus for each series will be made available to Contractor to validate the install procedures and layout with Omnitrans prior to proceeding work.

E. WARRANTY PROVISION

1. Coverage

All products supplied are warranted to be free from defects for five years beginning on the date of installation or acceptance, except as specified below. The Contractor must submit their written standard limited warranty guarantee(s) for Omnitrans' review.

- a. The warranty shall start from the date the product has been installed. Omnitrans' Warranty Coordinator shall show date of installation acceptance or proof of purchase receipt to qualify for warranty coverage.
- b. Any supplier or manufacturer's standard limited warranty coverage greater than that specified above must also be extended to Omnitrans.

2. Repair Procedures

- a. The Contractor is responsible for all warranty-related work. To the extent practicable, Omnitrans will allow the Contractor or its designated representative to perform such work.
- b. At its discretion, Omnitrans may perform such work if it determines it needs to do so based on transit service or other requirements. The Contractor shall reimburse such work.
- c. The Contractor or its designated representative shall begin work on warranty-related repairs, within forty-eight 48 hours after receiving notification of a defect from Omnitrans. Omnitrans shall as much as possible, accommodate the Contractor's schedule to complete repairs.
- d. The Contractor shall provide at its own expense, all spare products and tools required for repairs.
- e. At Omnitrans' option, the Contractor may be required to remove the equipment from Omnitrans' property while repairs are being affected. If the equipment is removed from Omnitrans' property, the Contractor's representative must diligently pursue repair procedures.
- f. When Omnitrans performs the warranty-related repairs, it shall correct or repair the defect and any related defects utilizing products supplied by the Contractor specifically for this repair. At its discretion, Omnitrans may use Contractor-specified products available from its own stock if deemed in its best interest.
- g. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty may be submitted by Omnitrans to the Contractor for reimbursement or replacement of products. The Contractor shall provide forms for these reports when required.
- h. Omnitrans may require the Contractor to supply new products for warranty related repairs being performed by Omnitrans. These products shall be shipped prepaid to Omnitrans from any source selected by the contractor within three (3) working days of receipt of the request for said products.
- i. Products supplied by the Contractor shall be original equipment manufacturer (OEM) or approved equal.

3. Servicing

The Contractor may be requested to provide field service support for the correction of warranty failures as required by Omnitrans.

4. Claims

All warranty defects and failures will be submitted to the Contractor as a Omnitrans warranty claims. The Contractor shall notify Omnitrans of receipt and/or status of the claim.

- a. The Contractor must notify Omnitrans in writing the disposition of a warranty claim within 15 days of receipt.
- b. The Contractor must resolve all open warranty claims within 60 days after receipt. If the warranty claim is not resolved within the stated time frame the Contractor will be informed of Omnitrans' intent to automatically credit Omnitrans' accounts payable for the Contractor with the amount of the open claim.
- c. The Contractor is required to notify the Omnitrans' Warranty Coordinator on the disposition of products within five (5) days after Omnitrans' request for a Return Material Authorization (RMA).

5. Remedies

Contractor shall promptly repair, replace and/or pay for all warranty defects including products, labor, and shipping and handling. The Contractor shall also reimburse for any progressive, compensatory and consequential damages or fines due to product failures.

6. Reimbursement

Contractor is required to reimburse Omnitrans for cost associated with a warranty repair claim or service request.

- a. The product costs shall be based on the most current supplier contract price or the invoiced price for replacement.
- b. The labor repair times shall be fair and reasonable and based on current OEM or industry Standard Repair Time (SRT) guidelines or an agreed upon repair time standard.
- c. The Contractor is required to reimburse Omnitrans at an hourly shop labor rate based on Omnitrans' current labor cost accounting system. Currently this labor rate is \$60.00 per hour based on wages and benefits. This rate is reviewed, and changed if necessary, in February or March of each year and the Contractor will be notified.
- d. The Contractor shall be assessed the cost of shipping or a 15% handling charge for product returns, whichever is less.

7. Systemic Defects

During the warranty period, when repairs or modifications necessitated by defective design, material, or workmanship occur to an extent in excess of 25% of the product (used for the same function in the same system or subsystem), the Contractor shall promptly furnish all necessary labor and material to complete such repairs and modifications for every product delivered under the contract, according to the terms

and conditions outlined, including systems or subsystems in which the product has not yet failed.

8. Administration

- a. Warranty claims, and other warranty issues shall be administered, coordinated and resolved with the Omnitrans' Warranty Coordinator and a Contractor's assigned representative.
- b. The Contractor shall be able to electronically communicate on warranty coverage, registrations, claims, service requests and bulletins/alerts, to be under warranty, the Contractor must forward a written failure analysis report and an itemized quote to Omnitrans' Warranty Coordinator and obtain an authorizing purchase order before proceeding with the repair.
- c. The Contractor is required to reference the Omnitrans warranty purchase order and warranty claim number when shipping warranty replacement products.
- d. The Contractor is required to properly identify warranty returns or replacement products with a bill of lading.

F. EXHIBITS

1. Exhibits 1&2: Photos of the Modular Wheelchair Restraint Station mounting area.

The distance from wheel well to stanchion base is 76" and from the wall to the edge of the floor is 23".

Exhibit 1

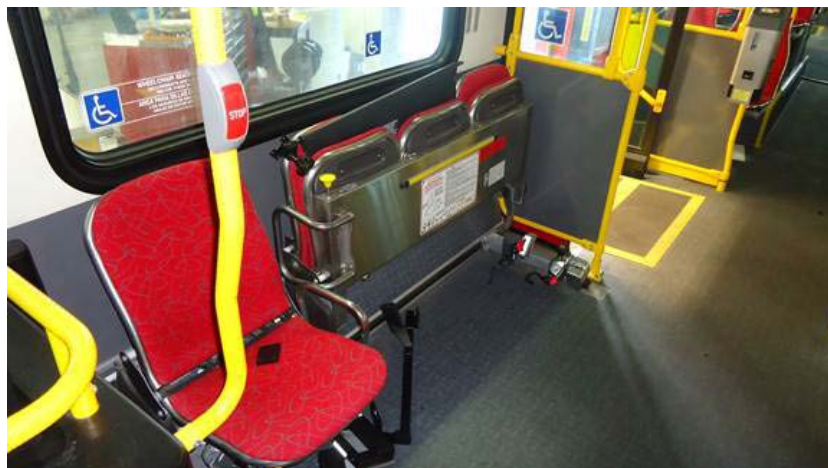


Exhibit 2



End Scope of Work

ATTACHMENT C - COST FILE

Task Description	Unit of Measure	Unit Cost	Quantity	Extended Cost
Initial Order				
Modular Restraint Station	EACH	\$6,448.12	75	\$ 483,609.24
Passive Rear-Facing System	EACH	\$1,657.62	75	\$ 124,321.42
CA Sales Tax 8.25%	LOT		1	\$ 50,154.28
Subtotal				\$ 658,084.94
Installation	EACH	\$754.71	150	\$ 113,211.00
Total Fixed Price:				\$771,295.78

ATTACHMENT B

REGULATORY REQUIREMENTS

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

- ITEM #F2 CONTRACT OPS16-01 – MODULAR
WHEELCHAIR RESTRAINT STATIONS AND
PASSIVE REAR-FACING SYSTEMS**
- ITEM #F3 CONTRACT MKP16-83 – PERMANENT
FENCE SAN BERNARDINO TRANSIT CENTER
(SBTC)**
- ITEM #F4 CONTRACTS MTN16-14A-H (BENCH) –
NEW FLYER MISCELLANEOUS BUS PARTS**

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 2.45%.
- 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.

RR-25

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.

RR – 27

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

Applicability to Contracts

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

Flow Down

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

Model Clauses/Language

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

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

RR-28

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

Applicability to Contracts

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

Flow Down

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

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

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

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

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

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

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

ITEM # F3

DATE: March 2, 2016

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MKP16-83
PERMANENT FENCE SAN BERNARDINO TRANSIT CENTER (SBTC)**

FORM MOTION

Authorize the CEO/General Manager to award Contract MKP16-83 to Alcorn Fence Company of Sun Valley, CA, for the provision of permanent fencing for the San Bernardino Transit Center (SBTC) in the amount of \$130,896, plus a ten percent contingency of \$13,090, and a 3.27% CAP in the amount of \$4,708, for a total not-to-exceed amount of \$148,694.

BACKGROUND

On January 6, 2016, Omnitrans' Board of Directors authorized the release of the Invitation for Bids IFB-MKP16-83 to secure fencing of the north side of the SBTC property and gates on the north and east sides. The solicitation included two options: Option 1 added gates and fencing at the entrance driveways and Option 2 added fence enclosures around the trees and light poles in the medians inside the property.

Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. Four bids were received by the February 4, 2016, deadline and three bids were found to be responsive.

Bids are listed below from highest to lowest:

Company	Base Bid	Option 1	Option 2	Total
Ace Fence Company	\$119,553	\$40,035	\$38,500	\$198,088
NR Development	\$132,500	\$43,500	\$17,500	\$193,500
Alcorn Fence Company	\$68,713	\$25,775	\$36,408	\$130,896

Award is recommended to the lowest responsive and responsible bidder, Alcorn Fence Company, for the base bid and all options. The \$130,896 bid from Alcorn Fence Company is \$158,879 less than the Independent Cost Estimate (ICE) of \$326,535 and \$62,604 less than the next lowest bid. A cost analysis revealed that the ICE was based on the Ameristar fence, an excess amount of linear feet of fence material, and high pricing for custom gates. Alcorn bid Beta fence, an equivalent but less expensive brand, the correct number of linear feet of fence and the more favorable gate pricing. Staff confirmed Alcorn Fence Company's understanding of the scope of work and deemed their pricing to be fair and reasonable.

The contract document is attached. Its attachments (Specifications/Drawings, General Provisions, Insurance and Prevailing Wage requirements) are provided in the separate document provided with your agenda packet.

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

FUNDING SOURCES

Funding for this contract will be determined from the following sources:

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-90-Z112	2014	SBTC Fence	H1430901F	\$101,856
Prop 1B	Prop 1B	2013	SBTC Fence	H1330912B	\$26,067
FTA	CA-90-Z112	2014	SBTC Fence	D1422013F	\$16,617
STA	13-10-OMN-B	2013	SBTC	D101B002S	\$4,154
Total					\$148,694.00

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

Short Range Transit Plan/Strategic Initiative Supported – Strategic Initiative 4 – San Bernardino Transit Center.

CONCLUSION

By approving award of this contract, Omnitrans will be able to enhance the securement of the San Bernardino Transit Center.

PSG:JMS:CVM



CONTRACT AGREEMENT

between

CONTRACTOR

Alcorn Fence Company
PO Box 1249
Sun Valley, CA 91353

(hereinafter "CONTRACTOR")

Telephone: (323) 875-1342
(818) 768-9719

Email:

ricky@alcornfence.com Ricky

Martinez tyap@alcornfence.com Tony Yap

And

Omnitrans

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

CONTRACT DOCUMENTS

CONTRACT NO. MKP16-83

Permanent Fence San Bernardino
Transit Center (SBTC)

Contract Amount: \$130,896

Omnitrans Project Manager:

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

Contract Administrator:

Name: Christine Van Matre
Title: Contract Administrator
Telephone: (909) 379-7122
Email: christine.vanmatre@omnitrans.org



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ATTACHMENT A – DRAWINGS/TECHNICAL SPECIFICATIONS

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – GENERAL PROVISIONS

ATTACHMENT D – INSURANCE REQUIREMENTS

ATTACHMENT E – PREVAILING WAGES

This Agreement is made and entered into as of this ____ day of _____, 2016 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Alcorn Fence Company (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Drawings/Technical Specifications" (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, Drawings/Technical Specifications 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 _____, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement.

3. CONTRACT OPTIONS

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

4. COMPENSATION

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

Lump sum.....\$130,896

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Thirty-Thousand Eight Hundred Ninety-Six Dollars (\$130,896.), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
Attn: Accounts Payable
1700 West Fifth Street
San Bernardino, CA 92411

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.
- C. 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.
- D. TITLE
- a. Title shall pass to Omnitrans at the time of payment.
 - b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.
 - c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.
 - d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.
 - e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or

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

6. AUDIT AND INSPECTION OF RECORDS

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

7. NOTIFICATION

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

To OMNITRANS:

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

To CONTRACTOR:

Alcorn Fence Company
PO Box 3279
Riverside CA 92519
Attn: Tony Yap / Bob Gibson

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

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

Project Manager: Andres Ramirez

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting

Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
 2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

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

<u>Name</u>	<u>Role</u>
Ricky Martinez 951-685-5871 ricky@alcornfence.com	Superintendent
Tony Yap 951-685-5871 tyap@alcornfence.com	Project Manager

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

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

9. DISPUTE RESOLUTION

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

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

10. TERMINATION FOR CONVENIENCE

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

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for

the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

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

13. SUBCONTRACTING

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

Subcontractor's Name and Address**Work to Be Performed**

N/A

14. INDEPENDENT CONTRACTOR

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

15. INSURANCE

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

- A. **Commercial General Liability including Products/Completed Operations:** \$1,000,000 per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Endorsement naming Omnitrans as Additional Insured.*
- B. **Automobile Liability:** \$1,000,000 combined single limit bodily and property damage liability per accident; *Endorsement naming Omnitrans as Additional Insured.*
- C. **Workers' Compensation:** statutory limits or, a State-Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California; *waiver of subrogation that includes Omnitrans.*
- D. **Employers Liability** Applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate;

Additional Insured:

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

16. INDEMNITY

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

17. REVISIONS IN SCOPE OF WORK

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

18. RIGHTS IN TECHNICAL DATA

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

19. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization

from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

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

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

23. EQUAL OPPORTUNITY

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

24. STANDARD OF PERFORMANCE

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

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

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

27. COMPLIANCE WITH LAW

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

28. COMPLIANCE WITH LOBBYING POLICIES

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

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials

submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.

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

30. WAIVER/INVALIDITY

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

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

31. FORCE MAJEURE

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

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by

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

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

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

34. GOVERNING LAW

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

35. MODIFICATIONS TO AGREEMENT

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

36. LICENSING, PERMITS AND INSPECTION COSTS

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

37. PRECEDENCE

- A. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
 - 1) Change Orders and Modification after execution of Agreement
 - 2) Agreement including all exhibits, attachments, appendices, Supplements and Addenda reference therein, with later Addenda having priority over earlier Addenda
 - 3) Permit and Permit Documents
 - 4) Technical Specifications
 - 5) Drawings and Plans
 - 6) General Provisions
- B. Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans. Unless otherwise

specified all work shall be constructed in accordance with the General Provisions, Technical Specifications, Project Plans, and the 2012 edition of the Standard Specifications for Public Works Construction "Green Book" and other standards noted within the IFB.

38. ENTIRE AGREEMENT

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

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

OMNITRANS

ALCORN FENCE COMPANY

P. Scott Graham
CEO/General Manager

Tom Stock
President

DATE

DATE

Federal Tax I.D. No. 95-1659211

ITEM # _____ F4 _____

DATE: March 2, 2016

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

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD (BENCH) – CONTRACTS MNT16-14A-H
NEW FLYER MISCELLANEOUS BUS PARTS**

FORM MOTION

Authorize the CEO/General Manager to award Contracts MNT16-14A-H as listed below for the provision of New Flyer Miscellaneous Bus Parts beginning April 3, 2016 and ending no later than April 2, 2017, and the authority to exercise four (4) single option years ending April 2, 2021, in an aggregate amount of \$1,623,750 for the base period and \$6,997,934 for the remaining four option years, for a total aggregate not-to-exceed contract amount of \$8,621,684.

List of contracts for authorization:

Contract No.	Contractor
MNT16-14A	Harbor Diesel and Equipment of Long Beach, CA
MNT16-14B	Vehicle Maintenance Program, Inc. of Boca Raton, FL
MNT16-14C	Kirk's Automotive, Inc. of Detroit, MI
MNT16-14D	American Moving Parts of Los Angeles, CA
MNT16-14E	Mohawk Manufacturing & Supply Company of Nilas, IL
MNT16-14F	Prevost of Elgin, IL
MNT16-14G	Muncie Reclamation and Supply, dba Muncie Transit Supply of Muncie, IN
MNT16-14H	New Flyer Industries, Inc. of Winnipeg, MB Canada

Sample contract, to include Scope of Work and Insurance Requirements is provided herein. Actual contracts with the breakdown of prices per line item will be available at the Board Meeting and copies will be provided upon request.

BACKGROUND

Omnitrans owns, operates, and maintains 186 New Flyer buses as part of its revenue fleet. Parts delivered under this bench of contracts will be used in the repair and maintenance of these vehicles. The current contract bench is due to expire April 2, 2016. It is in Omnitrans' best interest not to exercise the available option years as Omnitrans and New Flyer were unable to execute a contract and several vendors are not able to provide the parts in the time required.

On January 6, 2016, Omnitrans' Board of Directors authorized the release of the Invitation for Bids. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. Sixteen bids were received by the February 4, 2016 deadline. Eight bids were found to be responsive.

The bench awards will provide a level of protection that will avoid any gaps in inventory coverage should any of the primary contractors experience availability issues or excessive lead times. Option years allow for annual price adjustments based on the annual Consumer Price Index (CPI).

Award is being made to the lowest responsive and responsible bidder for each part. When inventory is not available from the lowest bidder, Omnitrans reserves the right to order from other than the lowest bidder, on an as needed basis.

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

FUNDING SOURCE

Funding for this contract is budgeted as follows:

Department	1200
Expenditure Code	504010

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

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

CONCLUSION

By proceeding with this award, Omnitrans will have the ability to repair and maintain Omnitrans' fleet of buses.

PSG/JMS/CVM



CONTRACT AGREEMENT

between

CONTRACTOR

(hereinafter "CONTRACTOR")

Telephone:

Fax:

And

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

CONTRACT DOCUMENTS

CONTRACT NO. MNT16-14

NEW FLYER BUS PARTS

Contract Amount: \$

Omnitrans Project Manager:

Name: XXXXXXXX

Title: XXXXXXXX

Telephone: (909) 379-XXXX

Fax: (909) 379-XXXX

Email: xxxxx.xxxx@omnitrans.org

Contract Administrator:

Name: XXXXXXXX

Title: XXXXXXXX

Telephone: (909) 379-XXXX

Fax: (909) 379-XXXX

Email: xxxx.xxxx@omnitrans.org



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

RECITALS

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

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

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

1. SCOPE OF WORK

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

2. PERIOD OF PERFORMANCE

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

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from . Through ., which period encompasses the Initial Term.

3. CONTRACT OPTIONS

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

4. COMPENSATION

- A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment B, and subject to the maximum cumulative payment obligation.
- B. OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed . Dollars (\$.), 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.
- C. If during the course of the contract Omnitrans requires different New Flyer parts than those covered by this contract, pricing for such parts will be negotiated separately.
- D. Contractor shall hold pricing firm for the duration of the one-year base contract term. On an annual basis thereafter, if the option years are

exercised by Omnitrans, Contractor may submit a request for a price adjustment and must provide justification with the request.

5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable

Accountspayable@omnitrans.org

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

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

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

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

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost,

accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

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

To OMNITRANS:

To CONTRACTOR:

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

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

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

Project Manager: xxxxxx xxxxxxxx.

- 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>
_____	_____
_____	_____
_____	_____
_____	_____

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

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

9. DISPUTE RESOLUTION

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

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

10. TERMINATION FOR CONVENIENCE

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

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.

- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 26, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. 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.

12. ASSIGNMENT

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

13. SUBCONTRACTING

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

Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

Subcontractor's Name and Address	Work to Be Performed
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

14. INDEPENDENT CONTRACTOR

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

15. INSURANCE

Throughout the duration of this Agreement, CONTRACTOR shall maintain the minimum insurance coverages as stated in Attachment D, Minimum Insurance Coverages, which shall be full-coverage insurance not subject to self-insurance provisions. CONTRACTOR shall not of its own initiative cause such insurance to be canceled or materially changed during the term of this Agreement.

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

- D. **Employers Liability** Applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate;

Additional Insured:

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

16. INDEMNITY

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

17. REVISIONS IN SCOPE OF WORK

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

18. RIGHTS IN TECHNICAL DATA

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

however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed

Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

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

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

23. EQUAL OPPORTUNITY

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

24. STANDARD OF PERFORMANCE

A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the “Standard of Performance” for purposes of this Agreement. The provisions of this

paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

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

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

27. COMPLIANCE WITH LAW

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

28. COMPLIANCE WITH LOBBYING POLICIES

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

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

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

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

31. FORCE MAJEURE

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

32. CONFIDENTIALITY

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

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

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

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

35. MODIFICATIONS TO AGREEMENT

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

36. LICENSING, PERMITS AND INSPECTION COSTS

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

conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement and any and all of its appendices, attachments and exhibits, (2) provisions of IFB-MNT16-14 and (3) CONTRACTOR’s bid dated ..

38. ENTIRE AGREEMENT

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

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

OMNITRANS

CONTRACTOR

P. Scott Graham
CEO/General Manager

.

DATE

Federal Tax I.D. No. .

ATTACHMENT A - SCOPE OF WORK
MNT16 -14
NEW FLYER MISCELLANEOUS BUS PARTS

1. GENERAL

Contractor shall provide bus parts on an as-needed basis for its fleet of New Flyer C40LF, C40LFR and Xcelsior XN40 and XN60 buses.

2. REQUIREMENTS AND SPECIFICATIONS

A. General

- 1) The Contractor shall supply and deliver to Omnitrans on an as-needed basis parts in accordance with the specifications, terms and conditions defined herein during the term of the contract.
- 2) If during the course of the contract Omnitrans requires different New Flyer parts than those covered by this contract, pricing for such parts will be negotiated separately.
- 3) Contractor shall hold pricing firm for the duration of the one-year base contract term. On an annual basis thereafter, if the option years are exercised by Omnitrans, Contractor may submit a request for a price adjustment and must provide justification with the request.

B. Ordering Requirements

- 1) Any and all parts to be furnished under this contract shall be ordered by issuance of purchase orders by Omnitrans to the contractor. Such orders may be placed any time during the contract period. All purchase orders are subject to the terms and conditions of this contract. In the event a conflict between a purchase order and this contract, the contract shall control.
- 2) Purchase orders will be mailed to the Contractor. Within 24 hours, Contractor shall acknowledge receipt of purchase order and confirm delivery dates.

C. Technical Requirements

- 1) Omnitrans reserves the sole right to determine whether a part or brand of part is equivalent to OEM specifications. Omnitrans' decision on product equivalency is final and not appealable.
- 2) All parts (or related products such as gaskets and O-rings) shall be new, meet or exceed Original Equipment Manufacturers (O.E.M.) requirements and conform to all applicable industry and safety standards.
- 3) OEM part numbers must appear on all packing lists. Failure to reference OEM numbers may result in shipments being returned, rejected and/or payment delays.
- 4) Manufacturer's standard warranty shall commence the date the part is placed in service, not the delivery date, unless product has a previously specified shell life. All items purchased under this Contract shall be

guaranteed for a minimum of one (1) year against any defects by the manufacturer with full credit given, including shipping charges.

- 5) Consequential damages to be included in Warranty. For Example: An entrance door hinge fails and damages the door and the painted surface of the door. How will this be covered? What process is taken to identify how a failed part affected or didn't affect the overall failure? Warranty claims will be submitted by Omnitrans within twenty-one days of failure. Adjustments, credits, or refunds will be completed within thirty days of notification of the part failure. Refunds will be made by check or account credit, payable to Omnitrans, 1700 W. Fifth Street, San Bernardino, CA 92411-2401.
- 6) In the event that warranty adjustments for a part failure cannot be resolved by mutual agreement between the Contractor and Omnitrans' Warranty Coordinator, a meeting will be set up with the Contractor, Omnitrans' Materials Manager, Contract Administrator, Warranty Coordinator, and Director of Maintenance.
- 7) The Contractor shall provide a Safety Data Sheet (SDS) for all products containing any toxic items that may be harmful to the end user or environment.

12. DELIVERY

- A. Contractor shall maintain adequate inventory of items to continuously supply Omnitrans for the term of the contract. Omnitrans will maintain a sufficient number of spare parts to insure continuous operation of the fleet. Omnitrans bases its procurement cycle on a fourteen-day purchasing lead-time.
- B. Contractor shall ship requested parts within 3 working days after receipt of order for normal delivery and same day for expedited (overnight, 2nd day, etc...) delivery.
- C. The Contractor shall package the product(s) in such a manner as to prevent damage during shipment, receiving and storage. The Contractor shall also ensure that shipped product(s) are not damaged. Any damaged product(s) discovered upon receipt at FOB point will be returned for credit or replacement at no cost to Omnitrans.
- D. Omnitrans will not pay any premium handling charges related to expedited shipping. Omnitrans shall pay for direct and actual freight charges. Omnitrans reserves the right to request proof of freight charges or validate referenced charges independently.
- A. A priced invoice or packing slip (with related P.O. number) shall accompany all deliveries.
- B. Deliveries shall be made to Omnitrans prepaid F.O.B. destination.

- C. Delivery Location:
 Omnitrans
 East Valley
 1700 West 5th St.
 San Bernardino, CA 92411

End Scope of Work

ATTACHMENT D - INSURANCE REQUIREMENTS

MNT16-14

NEW FLYER MISCELLANEOUS BUS PARTS

1. INSURANCE REQUIREMENTS

A. General Requirements for Contractor

- 1) Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- 2) Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

B. Deductibles or Self-Insured Retention (SIR)

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

C. Other Insurance Provisions

1) *Commercial General Liability and Automobile Liability*

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

- a) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.

- b) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

2) ***Workers' Compensation***

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

3) ***Care, Custody, and Control***

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

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

G. Notification of Terminated Insurance

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

2. MINIMUM INSURANCE COVERAGE

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