



**BOARD OF DIRECTORS MEETING**  
**WEDNESDAY, APRIL 1, 2015 – 8:00 A.M.**  
**OMNITRANS METRO FACILITY**  
**1700 WEST 5<sup>TH</sup> 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](mailto:BoardSecretary@omnitrans.org).

**A. CALL TO ORDER**

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

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Board Meeting: Wednesday, May 6, 2015 – 7:30 a.m. – Note Time Change  
Omnitrans Metro Facility Board Room

**C. COMMUNICATIONS FROM THE PUBLIC**

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

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

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

3

**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 – March 4, 2015 5
2. Receive and File Administrative & Finance Committee Minutes – February 12, 2015 11
3. Receive and File Construction Progress Report No. 35 through February 27, 2015, sbX E Street Corridor BRT Project 15
4. Approve Fiscal Year 2015-2016 Budget Assumptions 26
5. Authorize CEO/General Manager to Execute Continuing Control Agreement between Omnitrans and Sub-Recipients for Federal Transit Administration Funding 28



**BOARD OF DIRECTORS MEETING**  
**WEDNESDAY, APRIL 1, 2015 – 8:00 A.M.**  
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6. Authorize Release, Request for Proposals RFP-FIN15-134, Insurance Broker Services	34
7. Authorize Release, Request for Proposals RFP-HRS15-124, Insurance Broker Services, Health & Supplemental	36
8. Authorize Release, Request for Proposals RFP-HRS15-152, Assessment Testing: Pre-Employment, Job Analysis & Fitness for Duty	38
9. Authorize Release, Invitation for Bids, IFB-ITS15-155, Cisco Smartnet Support	40
10. West Valley Connector Corridor Project: Receive and File Alternatives Analysis, De-Obligate and Re-Obligate Funds, and Authorize Release, Request for Qualifications RFQu-MKP15-37 for Architectural, Engineering and Final Design Services	42
11. Press Articles and Letters of Interest to the Board	48
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	61
2. Approve Revised Employment Agreement for Chief Executive Officer/General Manager	62
3. San Bernardino Transit Center: De-Obligate and Re-Obligate Funds, and Authorize CEO/General Manager to Execute Amendment 1 to Funding Subgrantee Agreement for the San Bernardino Transit Center Bus Facility with San Bernardino Associated Governments	76
4. Authorize Contract Amendment 1 – Contract IPMO13-145, Managed Router Services for Verizon Services – sbX E Street Corridor BRT Project and San Bernardino Transit Center	85
5. Authorize Award, Contract MNT15-04, Architectural and Engineering (A&E Services)	87
6. Authorize Award, Contract MNT15-52, Maintenance, Repair and Operations (MRO) Supplies	144

**G. PUBLIC HEARING**

There is no scheduled Public Hearing.

**H. BOARD BUSINESS**

- Conference with Legal Counsel pursuant to Government Code Section 54956.95(a) regarding Dianne Donato, Case No ADJ7919462, Claim # OMN-09-00892 and Claim #OMN-10-01002

**I. REMARKS AND ANNOUNCEMENTS**

**J. ADJOURNMENT**

ITEM #           D1          

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

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

**FORM MOTION**

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Board of Director's Meeting scheduled April 1, 2015.

<b>Item</b>	<b>Contract</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
F4	Authorize Contract Amendment 1 Contract IPMO13-145 Managed Router Services for Verizon Services sbX E Street Corridor BRT Project and San Bernardino Transit Center	<i>Verizon Business Services Basking Ridge, NJ Anthony Recine Vice President</i>	<i>None</i>
F5	Authorize Award Contract MNT15-04 Architectural and Engineering (A&E) Services	<i>STV Incorporated Rancho Cucamonga, CA David Borger Senior Vice President</i>	<i>Diaz Yourman &amp; Associates Independent Roofing Consultants Jacobus &amp; Yuang, Inc. Lerch Bates, Inc. Raymundo Engineering Co., Inc. Wilson &amp; Company, Inc.</i>
F6	Authorize Award Contract MNT15-52 Maintenance, Repair and Operations (MRO) Supplies	<i>Fastenal Company Winona, MN John Soderberg Executive VP of Sales</i>	<i>None</i>

PSG/JMS

## CONFLICT OF INTEREST FORM

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

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

### BOARD MEMBER INFORMATION

BOARD MEMBER NAME	CITY/COUNTY NAME	MEETING DATE

### CAMPAIGN CONTRIBUTIONS

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

### FINANCIAL INTEREST

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

### SIGNATURE

\_\_\_\_\_  
Board Member Signature

\_\_\_\_\_  
Date

ITEM # \_\_\_\_\_ E1 \_\_\_\_\_

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

**A. CALL TO ORDER**

Chairman Alan Wapner called the regular meeting of the Omnitrans Board of Directors to order at 8:04 a.m., Wednesday, March 4, 2015, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

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

**BOARD MEMBERS PRESENT**

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

**BOARD MEMBERS NOT PRESENT**

Mayor Carey Davis, City of San Bernardino  
Mayor Richard DeLaRosa, City of Colton  
Supervisor Robert Lovingood, County of San Bernardino  
Supervisor James Ramos, County of San Bernardino

**OMNITRANS' ADMINISTRATIVE STAFF PRESENT**

P. Scott Graham, CEO/General Manager  
Diane Caldera, Director of Operations  
Jack Dooley, Director of Maintenance  
Marge Ewing, Director of Human Resources, Safety & Security  
Sam Gibbs, Director of Internal Audit  
Jacob Harms, Director of Information Technology  
Andres Ramirez, IPMO Program Manager  
Jennifer Sims, Director of Procurement  
Don Walker, Director of Finance  
Wendy Williams, Director of Marketing/Planning  
Jeremiah Bryant, Service Planning Manager  
Ray Maldonado, Employee Relations Manager  
Maurice Mansion, Treasury Manager  
Oscar Tostado, East Valley Maintenance Manager  
Christine Van Matre, Contracts Administrator  
Krystal Turner, Interim Contracts Administrator  
Mark Crosby, Loss Prevention Supervisor  
Ross Hrinko, Safety & Regulatory Compliance Specialist  
Vicki Dennett, Executive Assistant to CEO/General Manager

**LEGAL COUNSEL**

Carol Greene

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Board Meeting: Wednesday, April 1, 2015, 8:00 a.m.  
Omnitrans Metro Facility Board Room
2. Chairman Wapner presented the One and Two Million Mile awards to Omnitrans recipients:  
One Million – Joe Armenta, Kenneth Brantley, Enedina Casillas, Larry Day Sr., and Larry Pollard; Two Million – Marco Pacheco and John Barnett.

Member Hagman arrived at 8:08 a.m.

**C. COMMUNICATIONS FROM THE PUBLIC**

1. Jeff DeFillipes commented on the outstanding performances of several Omnitrans drivers, and expressed his appreciation for their service.
2. Steve Rogers commented on a letter he submitted for record, and read excerpts. He expressed his concerns over not being invited to meet with the CEO/General Manager to discuss issues paramount to his being able to conduct his business, and his treatment by City of Ontario years ago, as well as his hostile treatment by the City of Redlands at a recent City Council meeting.

3. Ericka Flores lives near Omnitrans, and discussed two incidents of detectable gas odors. On January 22 Omnitrans employees were evacuated due to the smell of gas. Nearby residents were alarmed, and subsequently did not receive satisfactory explanations regarding what happened. On February 25 a nearby resident smelled gas and called the Gas Company. The storage tanks were not leaking; it was a truck delivering fuel from Arizona. It was later learned that it was not the fuel we ordered and the issue has subsequently been corrected by Clean Energy. Member Hagman asked if there was a policy whereby Omnitrans has a public safety notification process; ten years ago it was not wanted by the community, so was never implemented. However, this is something that Omnitrans will explore.

#### **D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no Conflict of Interest issues identified.

#### **E. CONSENT CALENDAR**

1. Approve Board Minutes – February 4, 2015
2. Receive and File Executive Committee Minutes – January 14, 2015
3. Receive and File Administrative & Finance Committee Minutes – January 15, 2015
4. Receive and File Plans & Programs Committee Minutes – October 22, 2014
5. Receive and File Construction Progress Report No. 34 through January 31, 2015, sbX E Street Corridor BRT Project
6. Receive and File Fiscal Year Ended June 30, 2014, Audit Reports
7. Receive and File Summary of Risk Assessment Results and Fiscal Year 2015 Internal Audit Workplan
8. Adopt Resolution No. 279-15, Authorizing CEO/General Manager to Submit Program Expenditure Plan, Complete Filing of Application and Requests for Reimbursements from Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) for Rolling Stock Coach Replacement
9. Adopt Resolution No. 280-15, Authorizing CEO/General Manager to Execute Certifications and Assurances for Low Carbon Transit Operations Program (LCTOP)
10. Authorize Award, Contract MNT15-80, Interior and Exterior Painting
11. Authorize Release, Invitation for Bids IFB-MNT15-07, Bus Brakes; Parts and Relining Services
12. Authorize Release, Invitation for Bids IFB-MNT15-102, Stake Bed Trucks
13. Authorize Release, Request for Proposals RFP-MNT15-127, Supply of Liquefied Natural Gas (LNG) and Compressed Natural Gas (CNG)
14. Authorize Release – Request for Proposals RFP-OPS15-128, Fleet Fuel Card Services
15. Authorize Release – Request for Proposals RFP-PRC15-140, Office Supplies
16. Press Articles and Letters of Interest to the Board

M/S (Eaton/Musser) that approved the Consent Calendar with the exception of Items #7 and #12. Motion was unanimous by Members present. Items #7 and #12 pulled by Member Rutherford.

On p. 48 of Item #7, Member Rutherford questioned the accuracy as to whether the sbX Project is closed out; this will be changed. On p. 58 regarding the use of the P card, the word *policy* should be changed to *procedure*. The revised procedure aimed to reduce the number of P cards issued by Omnitrans. How many P cards were reduced in number as a result? CEO/General Manager Graham said he would check it out and provide the information to the Board. M/S (Dailey/Roberts) that approved Item #E7 of the Consent Calendar, to include the correction to page 48. Motion was unanimous by Members present.

On Item #12, Member Rutherford asked whether these replaced existing stake bed trucks. The answer is yes; these are cost-saving measures. Jack Dooley addressed questions, providing clarification. The intent of the Board is to move towards 100% alternative fuel vehicles. Member Gonzales asked why the staff did not go out to bid sooner. Jennifer Sims said this is not a sole source; we are requesting to release a solicitation. These leases are not timely; they should have gone out earlier. This issue needs to be looked into, gaps identified, and resolutions found. M/S (Musser/Eaton) that approved Consent Item #E12. Motion was unanimous by Members present.

## **F. DISCUSSION ITEMS**

### **1. CEO/General Manager's Report**

CEO/General Manager Scott Graham reviewed the CEO/General Manager's Report. The proposed amendment to the MOU with SanBAG includes installation of an emergency generator, variable message signs, and fencing along the perimeter of the San Bernardino Transit Center property. sbX average daily ridership was slightly higher in February. The first month of our promotional partnership with the City of San Bernardino's Third Thursday Food Truck event went well, and plans are to continue. In addressing the ADA ramp issue and the necessary corrections, the construction company is liable for the cost.

### **2. Authorize Sole Source Award, Feron Real Property Lease Agreement for West Valley Paratransit Facility**

M/S (Gonzales/Roberts) that authorized the CEO/General Manager to award a sole source, two-year extension to the existing lease agreement with the Davies Family 1991 Trust for Omnitrans' West Valley Paratransit Facility located at 9421 Feron Boulevard, Rancho Cucamonga, California. The two-year extension will begin July 1, 2015 and continue through June 30, 2017, at the current rate of \$5,290.11 per month for two years for a not-to-exceed amount of \$126,962.64. Motion was unanimous by Members present.

### **3. Authorize Award, Sole Source Purchase Order, Annual Software Maintenance Services, SAP Enterprise Resource Planning (ERP) Software for Business Systems**

M/S (Eaton/Roberts) 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, 2015 through December 31, 2017 in the amount of



\$274,030.11, with the option to renew for two (2) additional years for a not-to-exceed amount of \$863,879.91 plus a ten percent contingency of \$86,387.99 for a not-to-exceed amount of \$950,267.90. Motion was unanimous by Members present.

4. Authorize CEO/General Manager to Execute Grant of Easement at the Loma Linda Park and Ride for Southern California Edison

M/S (Yates/Eaton) that authorized the CEO/General Manager to execute the Grant of Easement at the Loma Linda Park and Ride Facility for Southern California Edison. Motion was unanimous by Members present.

5. Authorize Award, Sole Source Purchase Order, Blockbuster Software and TransitMaster Software Upgrade

M/S (Hagman/Yates) that authorized the CEO/General Manager to award a sole source Purchase Order to Trapeze Software, Scottsdale, AZ, for Blockbuster software deployment services and FX, OPS, PASS & TransitMaster Upgrade, Training with Go-Live Support beginning March 4, 2015 through March 3, 2018, in the amount of \$308,812, plus a ten percent contingency of \$30,882, plus 3.27% for Cost Allocation Plan (CAP) in the amount of \$11,108, for a not-to-exceed amount of \$350,802. Motion was unanimous by Members present.

#### **I. REMARKS AND ANNOUNCEMENTS (REMARKS MADE BEFORE CLOSED SESSION)**

Member Robles requested additional information on the Bridge Program, which will be provided by Samuel Gibbs.

Steve Rogers commented on the Performance Evaluation for the CEO/General Manager. He believes there are some significant issues relevant to his receiving slanderous and libelous reaction to his public comments regarding the Redlands Rail Project directly related to the Omnitrans CEO/General Manager.

Member Gonzales formally thanked everyone for helping the Arrowhead Farms Association by changing the 40th and E Street bus stop.

Member Hagman thanked Omnitrans for the recent tour he and his staff took, commenting that it was enjoyable and informative.

#### **G. PUBLIC HEARING**

There is no scheduled Public Hearing.

Adjourned to Closed Session at 8:52 a.m.

**J. BOARD BUSINESS**

1. Public Employee Performance Evaluation – Chief Executive Officer/General Manager pursuant to Government Code Section 54957

Open Session reconvened at 9:42 a.m. Chairman Wapner announced that there was no reportable action.

**K. ADJOURNMENT**

The Board adjourned at 9:43 a.m. The next regular meeting is scheduled Wednesday, April 1, 2015, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

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Christine Vega, Administrative Secretary

ITEM # \_\_\_\_\_ E2 \_\_\_\_\_

**ADMINISTRATIVE & FINANCE COMMITTEE  
MINUTES, FEBRUARY 12, 2015**

**A. CALL TO ORDER**

Committee Chair Ed Graham called the regular meeting of the Administrative and Finance Committee to order at 8:02 a.m., Thursday, February 12, 2015.

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  
Council Member Dick Riddell, City of Yucaipa  
Mayor Pro Tem John Roberts, City of Fontana  
Mayor Pro Tem Alan Wapner, City of Ontario

**Committee Members Not Present**

Mayor Ray Musser, City of Upland

**OmniTrans Administrative Staff Present**

P. Scott Graham, CEO/General Manager  
Diane Caldera, Director of Operations  
Marge Ewing, Director of Human Resources/Safety & Security  
Samuel Gibbs, Director of Internal Audit Services  
Jennifer Sims, Director of Procurement  
Don Walker, Director of Finance  
Wendy Williams, Director of Marketing & Planning  
Andres Ramirez, IPMO Program Manager  
Maurice Mansion, Treasury Manager  
Mark Crosby, Loss Prevention Supervisor  
Vicki Dennett, Executive Assistant to CEO/General Manager

**B. ANNOUNCEMENTS/PRESENTATIONS**

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

**C. COMMUNICATIONS FROM THE PUBLIC**

There were no comments from the public.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no conflict of interest issues identified.

**E. DISCUSSION ITEMS**

1. Approve Administrative & Finance Committee Minutes – January 15, 2015

M/S (Eaton/Wapner) that approved the Committee Minutes of January 15, 2015. Motion was unanimous by Members present.

2. Recommend to Board of Directors, Receive and File Construction Progress Report No. 34 through February 1, 2015 - sbX E Street Corridor BRT Project

IPMO Program Manager Andres Ramirez presented the Construction Progress Report No. 34 for the period of December 23, 2014 through February 1, 2015.

Expenditures to date total \$167.1M. Substantial completion for the Vehicle Maintenance Facility is anticipated this April, with final completion tentatively scheduled in June 2015.

The Vehicle Maintenance Facility (VMF) is 78% complete. Schedule review and compression efforts continue.

Building A – Maintenance Building – Bays 5-8 have been turned over for use. Battery Room work continues. Dyno Room and Paint Booth mechanical work is complete. Close out documentation continues.

Building B – Bus Wash Building – Metal roof decking is complete. Framing and light-weight concrete on roof completed. Bus wash equipment has been received, and light fixture installation started.

Building C – Fuel Island – Concrete floor and roof decking in mezzanine are complete. Concrete pit and FOC trench area are installed, as well as all door frames. Underground electrical and plumbing are complete. Sitework grading for PCC pavement around buildings is complete, and Generator E electrical connections continue.

The Green Line is in operation, and the JV contract is being closed out. Final closeout is being addressed with contractor, and property turnover to the City in progress.

Omnitrans is reviewing bids on the 10<sup>th</sup> & Highland project.

PA system contract documents have been issued for execution. Security is one aspect of the PA system; the other aspect has to do with public service announcements and advertising. Delineator installation is complete; however, about 40-50 have been removed through vandalism and theft. Property owners have been advised that removal of delineators is a misdemeanor offense.

When the design and approval of the sbX was done several years ago, we had submitted projections of about 5600 riders per day, and actual numbers are about half that. Until the San Bernardino transit facility starts operations this September, we really can't project accurately. We should have a better handle on ridership towards the end of this calendar year.

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

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

Director of Finance Donald Walker reported that contracts closed at .731 below the hedge price for January. YTD is a total loss of \$6,900. We're at 99% of our budget for CNG through December 2014.

This item was received and filed by the Committee.

4. Receive and Forward to Board of Directors, Omnitrans' Fiscal Year Ended June 30, 2014 Audit Reports

Director of Finance Donald Walker introduced Roger Alfaro, Financial Auditor, who summarized the results of our audit. The scope included testing and validation. He discussed the auditing process, and identified one significant deficiency. Mr. Alfaro commented that the deficiency identified has to do with excess monies, and improving procedures to reflect audit adjustments. Omnitrans has issued a Plan of Correction to address the deficiency.

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

5. Receive and Forward to Board of Directors, Summary of Risk Assessment Results and Fiscal Year 2015 Internal Audit Workplan.

Director of Internal Audit Services Samuel Gibbs presented the Omnitrans Internal Audit Report 14-03, and Risk Assessment and FY 2015 Workplan. He addressed the Internal Audit Attributes and Risk Assessment.

Sam discussed Succession Planning and Workforce Development. Workforce Development evolved out a \$340K grant. Omnitrans reached out to the regional workforce development programs, including the County department. Timing is not always optimal for collaboration, but is utilized when possible. The average age of the workforce is 52, which is significant for a number of reasons. Sam discussed the Bridge Program, a 5-day program developed to introduce and acclimatize recipients to the transit experience. It is free to recipients, who are not paid, but reap the benefits of completing the program. The Simulator is also a significant part of the grant program, benefitting participants.

Sam also addressed the Armor Transport Services and how it is audited. He reviews the deviation between what is collected and what is deposited. Member Wapner asked if the industry association is doing any kind of debriefing of the \$5M embezzlement that occurred in Pasadena. Sam explained that the Pasadena occurrence wasn't mentioned, but an occurrence from the East Coast was discussed by the local industry association, of which Sam is President.

#### **F. ADJOURNMENT**

The Administrative and Finance Committee meeting adjourned at 8:31 a.m. The next Administrative and Finance Committee Meeting is scheduled Thursday, March 12, 2015, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

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Christine Vega, Administrative Secretary

ITEM #           E3          

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Andres Ramirez, Program Manager

**SUBJECT:** **CONSTRUCTION PROGRESS REPORT NO. 35 THROUGH  
MARCH 5, 2015 - sbX E STREET CORRIDOR BRT PROJECT**

**FORM MOTION**

Receive and file Construction Progress Report No. 35 for the sbX E Street Corridor BRT Project through February 27, 2015.

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

**BACKGROUND**

This is Construction Progress Report No. 35 for the sbX E Street Corridor Project.

**CONCLUSION**

Receive and file Construction Progress Report No.35 for the sbX E Street Corridor BRT Project through February 27, 2015.

PSG:AR

Attachment



## **sbX E Street Corridor Bus Rapid Transit (BRT) Project**

### **Construction Progress Report No. 35**

**February 27, 2015**

**Submitted By:**

**JACOBS**

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





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- III. RFIs, Submittals, and Non-Conformance Reports
  - A. Vehicle Maintenance Facility (VMF)
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  - A. Vehicle Maintenance Facility (VMF) Photos

## I. PROJECT STATUS SUMMARY

### A. Project Description

The sbX E Street Corridor BRT Project is a 15.7-mile-long transit improvement project that will connect the northern portion of the City of San Bernardino with the City of Loma Linda. Over the past four years, the sbX E Street Corridor Bus Rapid Transit (BRT) Project has evolved as the highest priority corridor identified in the System-Wide Transit Corridor Plan for the San Bernardino Valley.

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

The Vehicle Maintenance Facility is 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 (Accomplishments)

#### E Street Corridor:

- Continue to work with the City and Contractor in an effort to identify the last remaining items needed for Final acceptance.
  - Final list of items are being repaired
  - Property turn-over is ongoing
- 10<sup>th</sup> to Highland bids were received.
- Kick off meeting for the PA System design was conducted.

#### Vehicle Maintenance Facility:

##### Maintenance Building A

- Close-out documentation continues.

##### Bus Wash Facility Building B

- All of Mechanical, Electrical, and Plumbing finish installation will be on-going.
- Bus Wash equipment installation.
- Installation of all Electrical lighting.
- Installation of metal stud wall framing.
- Installation of exterior stucco.
- Retaining foundation wall and sidewalk on the North side of the building.
- Installation of HVAC system.

##### Vacuum and Fuel Facility Building C

- All of Mechanical, Electrical, and Plumbing finish installation will be on-going.
- Installation of Electrical lighting.
- Installation of metal stud wall framing.

- Installation of exterior stucco.
- Installation of HVAC system.

#### Back-Up Generator E

- Complete start-up of Back-up Generator.

#### Site Work

- Preparation for concrete pour of PCC Pavement around Buildings B and C.
- Preparation for Concrete pour of 10,000 gallon fuel concrete pad.

### **C. Upcoming Work (March 2015)**

#### **E Street Corridor:**

- Achieve final acceptance of the project.
- Kick off meeting for the design of the station PA System.
- Evaluate bids for 10<sup>th</sup> through Highland.
- Commence design of settlement work at World Oil.

#### **Vehicle Maintenance Facility:**

##### Bus Wash Facility Building B

- Painting
- Stainless panel.
- Overhead duct work
- Lathe and Plaster
- Roofing is complete
- Handrails
- Bus Wash Equipment System electrical connections
- Bus Wash Equipment System plumbing connections
- Finish Exterior Coating
- Sprinkler system installation

##### Vacuum and Fuel Facility Building C

- Painting
- Lathe and Plaster
- Roofing is complete
- Drywall
- Lubing reels
- Fuel Dispensers
- Tanks Room Grate installation
- Outside Ladders and handrails
- Exterior Finish Coating
- Exterior Sprinkler system installation

##### Back-Up Generator E

- Generator Pulling wires and installation are complete
- Generator Start-up and Training
- Generator Training Session

##### Sitework

- Pour East side of Building C – Portland Concrete Cement Pavement.
- Oil Separator installation is will be finished

## PROJECT SCHEDULE

Over the course of the last month, work at the Vehicle Maintenance Facility has been progressing as anticipated and in accordance with the contract schedule. The corridor work is complete and revenue service achieved as planned. All changes and time extensions for the corridor have been negotiated and closed out. Following is the schedule status update as it pertains to the VMF:

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

On January 21, 2015, the Agency and the Contractor negotiated and agreed to a Global settlement for the outstanding time impact claims (TIE # 4 through # 8). The settlement agreed to a total of 267 calendar days of time extension to the project. Of the 267 calendar days of time extension, 233 calendar days were deemed compensable time and 34 calendar days were deemed non-compensable. Therefore, the agreed field overhead cost of \$582,500 which is based on \$ 2,500 per calendar day. This, added to the previous approved extensions, results in a total contract extension of 509 calendar days (399 compensable and 110 non-compensable).

With the global settlement, the Contractor agreed to a Final Completion date of June 30th, 2015 and Substantial Completion date of April 30th, 2015 and not provided any further claims on change orders that were issued before January 21, 2015 that may have been impacted.

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

### Vehicle Maintenance Facility (VMF)

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

Total RFIs – 272  
Total Open – 7

Total Submittals – 389  
Total Open – 1

Total NCRs – 15  
Total Open – 0

## 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.

VMF - As of February 27, 2015 there have been 52,809 “no-lost time” hours.

**IV. PROJECT BUDGET AND COST****TOTAL PROGRAM BUDGET  
BUDGET AS OF FEBRUARY 28, 2015**

Approved Budget	\$191,706,000
Cost to Date	\$171,034,151
Estimate to Complete	\$ 17,056,170
Estimate at Completion	\$188,090,321

**VMF CORRIDOR PROJECT COSTS - AS OF FEBRUARY 28, 2015**

	CURRENT AUTHORIZED	CURRENT INVOICES PAID	REMAINING CONTRACT BALANCE
<b>STV Inc.</b>	\$2,057,929	\$1,747,547	\$310,382
<b>USS Cal Builders</b>	\$15,098,290	\$11,035,382	\$4,062,908
<b>Total</b>	\$17,156,219	\$12,782,928	\$4,373,290

**VMF CONTRACT TIME**

Activity	Days	Date
Notice to Proceed		12/10/12
Calendar Days per Original Contract	425	02/08/14
CCO Time Extension to Date	241	10/7/14
Negotiated Time Extension	267	6/30/15
Total Revised Contractual Time	933	6/30/15
Calendar Days Completed as of February 28, 2015	809	
Remaining Completion Days as of February 28, 2015	124	6/26/15
Forecasted Final Completion as February 28, 2015		6/26/15
Percent Time Elapsed	86.7%	

**CHANGE ORDERS****VMF CONTRACT CHANGE ORDERS - As of February 28, 2015**

Change Order Status	Amount
Approved Change Orders	\$2,810,053
Pending / Potential Change Orders	\$1,207,789
Trends / Risks	\$ 395,000
<b>Total</b>	<b>\$4,412,842</b>

## V. Project Photographs

### VMF PROGRESS PHOTOS



**1. BLDG B PREPING SUPPORTS FOR AIR DUCTS**



**2. BLDG B DECK STEEL**





**3. ASSEMBLING LIGHT FIXTURES FOR BLDG B**



**4. BUILDING C – PLACING REINFORCING STEEL FOR TRENCH DRAIN**

Budget By Contract Packages at February 28, 2015					( Contract Award + Approved Changes)				(Approved Current Budget- Committed)		Forecast <i>Potential Uses of Contingency</i>		
											Pending Commitments / Potential Changes		
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		Trends/Risks	Estimate At Completion
<b>BRT Construction</b>													
Griffith/Comet JV	90,780,000	84,637,000	87,760,263	79,643,930	94.2%	64,872,603	14,728,092	79,600,695	8,159,568	5,036,305	-	-	79,600,695
Art			68,000	68,000		68,000	-	68,000	-	(68,000)	-	-	68,000
Other Direct Payments			48,401	48,401		48,401	-	48,401	-	(48,401)	-	-	48,401
10th-Highland				-		-	-	-	-	-	3,929,550	-	3,929,550
Delineators				-		89,943	-	89,943	(89,943)	(89,943)	-	-	89,943
PA System				-		-	-	-	-	-	425,000	-	425,000
Miscellaneous Work				-		17,500	-	17,500	(17,500)	(17,500)	1,440,000	-	1,457,500
<b>BRT Design</b>													
Parsons	19,193,400	17,849,400	18,097,876	16,842,656	94.4%	14,706,229	3,242,912	17,949,140	148,736	(99,740)	(877,379)	-	17,071,761
10th-Highland				-		-	-	-	-	-	-	-	-
PA System				-		83,000	-	83,000	(83,000)	(83,000)	8,300	-	91,300
Miscellaneous Work				-		-	-	-	-	-	150,000	-	150,000
<b>VMF Construction - USS Cal Builders</b>													
	5,370,000	8,131,000	14,498,152	11,035,382	135.7%	10,803,377	2,810,053	13,613,430	884,722	(5,482,430)	1,204,789	395,000	15,213,218
<b>VMF Design</b>													
STV	1,007,600	1,007,600	1,418,132	1,747,546	173.4%	951,029	1,048,727	1,999,756	(581,624)	(992,156)	58,173	-	2,057,929
Carlin Environmental			27,800	14,400		27,800	-	27,800	-	(27,800)	-	-	27,800
<b>Vehicles Design &amp; Manufacturing-N.F.</b>													
Other Vehicle Equipment			318,853	106,070		318,853	-	318,853	-	(318,853)	90,000	-	408,853
<b>ROW Acquisition Services-SANBAG</b>													
ROW Acquisition Services-10th/Highland	6,532,000	10,357,000	11,738,400	11,083,581	107.0%	10,971,135	767,265	11,738,400	-	(1,381,400)	-	-	11,738,400
				-		-	-	-	-	-	-	151,570	151,570
<b>3rd Party Utilities Design &amp; Reloc.</b>													
		1,003,000	1,157,223	1,039,914	103.7%	1,106,117	-	1,106,117	51,106	(103,117)	20,000	-	1,126,117
<b>Project Admin. And Management</b>													
Jacobs	6,638,000	6,632,000	11,852,647	12,364,671	186.4%	3,898,769	9,198,560	13,097,329	(1,244,682)	(6,465,329)	191,334	-	13,288,662
Other													
IPMO	17,624,000	15,012,450	14,722,701	13,050,263	86.9%	15,172,701	-	15,172,701	(450,000)	(160,251)	-	-	15,172,701
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	455,907	45.6%	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
<b>Sub-Total</b>													
	177,676,000	173,633,000	188,431,091	171,034,151	98.5%	149,245,267	32,120,717	181,365,985	7,065,106	(7,732,985)	6,177,766	546,570	188,090,321
<b>Unallocated Contingency</b>													
	14,030,000	18,073,000	-	-				7,732,985		10,340,015			3,615,679
<b>Total</b>													
	191,706,000	191,706,000	188,431,091	171,034,151	89.2%					10,340,015			191,706,000



**IPMO/sbX Project Cost Report**  
**Period Ended 2/28/15**

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	\$ 79,760,331	94.2%	4,876,669	\$ 79,824,538	94.3%	\$ 5,794,550	\$ 85,619,088	\$ (982,088)
Vehicle Maintenance Facility (VMF) Construction	\$ 8,131,000	\$ 8,131,000	\$ 11,035,382	135.7%	(2,904,382)	\$ 13,613,430	167.4%	\$ 1,599,789	\$ 15,213,218	\$ (7,082,218)
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 16,628,000	\$ 15,238,261	91.6%	1,389,739	\$ 16,127,535	97.0%	\$ 128,000	\$ 16,255,535	\$ 372,465
ROW Acquisition Services	\$ 13,357,000	\$ 10,357,000	\$ 11,083,581	83.0%	(726,581)	\$ 11,738,400	87.9%	\$ 151,570	\$ 11,889,970	\$ (1,532,970)
3rd Party Utilities Design & Relocation	\$ 1,003,000	\$ 1,003,000	\$ 1,039,914	103.7%	(36,914)	\$ 1,106,117	110.3%	\$ 20,000	\$ 1,126,117	\$ (123,117)
BRT Design	\$ 17,849,400	\$ 17,849,400	\$ 16,842,656	94.4%	1,006,744	\$ 18,032,140	101.0%	\$ (719,079)	\$ 17,313,061	\$ 536,339
VMF Design	\$ 1,007,600	\$ 1,007,600	\$ 1,761,946	174.9%	(754,346)	\$ 2,027,556	201.2%	\$ 58,173	\$ 2,085,729	\$ (1,078,129)
Other Professional, Technical & Management Services	\$ 34,020,000	\$ 34,020,000	\$ 34,272,080	100.7%	(252,080)	\$ 38,896,269	114.3%	\$ (308,666)	\$ 38,587,602	\$ (4,567,602)
Allocated Contingency (Construction Contract)	\$ -	\$ -			-	\$ -	0.0%	\$ -	\$ -	\$ -
<b>SUB-TOTAL</b>	<b>\$ 176,633,000</b>	<b>\$ 173,633,000</b>	<b>\$ 171,034,151</b>	<b>96.8%</b>	<b>2,598,849</b>	<b>\$ 181,365,985</b>	<b>102.7%</b>	<b>6,724,336</b>	<b>188,090,321</b>	<b>(14,457,321)</b>
Unallocated Contingency	\$ 18,073,000	\$ 18,073,000	\$ -		18,073,000	\$ -	0.0%	\$ -	\$ -	\$ 18,073,000
<b>TOTAL</b>	<b>\$ 194,706,000</b>	<b>\$ 191,706,000</b>	<b>\$ 171,034,151</b>	<b>87.8%</b>	<b>20,671,849</b>	<b>\$ 181,365,985</b>	<b>93.1%</b>	<b>\$ 6,724,336</b>	<b>\$ 188,090,321</b>	<b>\$ 3,615,679</b>

ITEM # E4

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Maurice A. Mansion, Treasury Manager

**SUBJECT: FISCAL YEAR 2015-2016 BUDGET ASSUMPTIONS**

### **FORM MOTION**

Approve assumptions listed below to develop the Operating and Capital Budgets for Fiscal Year 2015 - 2016.

*This item was reviewed by the Administrative and Finance Committee at its March 12, 2015 meeting, and recommended to the Board of Directors for approval.*

### **BACKGROUND**

A critical component in the development of the Agency's budget is the development of budget assumptions. This information was obtained through research performed and includes searches on the Internet, review of Agency data including the Service Plan assumptions and the Teamsters and the Amalgamated Transit Union's Memorandums of Understanding.

Maintenance and Administrative/Support Unit (Teamsters)	Effective Date
MOU End	June 30, 2016
Wage increase: Based on contract negotiation	2.75%
Step progression increase	MOU qualifications
Benefits Package: Package is \$525.00 per pay period; maximum of \$12,600/year.	9/01/2015
Source: MOU effective July 1, 2013 through June 30, 2016	

Coach Operators (ATU)	Effective Date
MOU End	March 31, 2016
Wage increase: Based on contract negotiation	2.75%
Step progression increase	MOU qualifications
Benefit Package: Package is \$537.50 - Single/Two party per pay Period; \$572.50 - Family; Maximum of \$12,900/year and \$13,740 /year.	9/01/2015
Source: MOU effective April 1, 2013 through March 31, 2016	

Management /Confidential	Effective Date
Pay for Performance: In accordance with Personnel Policy Manual	FY 2015-16
Benefit Package: In accordance with Personnel Policy Manual	FY 2015-16
Source: Omnitrans Human Resources	

Insurance	Effective Date
Workers' Compensation SIR/IBNR – Stays constant based on Actuarial Analysis	Fiscal Year 2015
SDI: .9%	FY 2015-16
FICA-Medicare 1.45%	FY 2015-16
Source: Omnitrans Finance Department	

CalPERS	Effective Date
11.017% Employer Contribution (2% @55 Plan) – Miscellaneous Plan	FY 2015-16
Employee contribution covered in employees' benefits package per Personnel Policy Manual and MOU agreements.	
Source: Omnitrans Finance Department	

Unemployment	Effective Date
Annual average expected to remain at 7.2%	December 2014
Source: U.S. Department of Labor Riverside/San Bernardino/Ontario CA Metropolitan Statistical Area <a href="http://www.bls.gov/eag/eag.ca_riverside_msa.htm">http://www.bls.gov/eag/eag.ca_riverside_msa.htm</a>	

Energy /Fuel Costs	Effective Date
LNG Fuel: \$.92/gallon for FY 15-16	FY 2015-16
Source: Finance Department	
Unleaded Fuel: \$3.98/gallon for FY 15-16	FY 2015-16
Source: Finance Department	

Consumer Price Index	Effective Date
Inflation of about .7%	December 2014
Source: U.S. Department of Labor <a href="http://www.bls.gov/eag/eag.ca_riverside_msa.htm">http://www.bls.gov/eag/eag.ca_riverside_msa.htm</a>	

## **CONCLUSION**

Approval of the budget assumptions will allow Omnitrans to develop the budget for Fiscal Year 2016, which will be presented to the Board of Directors for approval in May.

PSG:DW:MM

ITEM # E5

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Maurice A. Mansion, Treasury Manager

**SUBJECT: CONTINUING CONTROL AGREEMENT BETWEEN OMNITRANS AND  
SUB-RECIPIENTS FOR FEDERAL TRANSIT ADMINISTRATION  
FUNDING**

### **FORM MOTION**

Authorize the CEO/General Manager to execute continuing control agreements between Omnitrans and existing sub-recipients and to include this language in all future sub-recipient agreements.

*This agreement has been reviewed and approved by Omnitrans legal counsel.*

*This item was reviewed by the Administrative and Finance Committee at its March 12, 2015 meeting, and recommended to the Board of Directors for approval.*

### **BACKGROUND**

As part of Omnitrans' Federal Transit Administration's (FTA) Triennial Review, the FTA recommended that Omnitrans incorporate additional language in agreements with existing and future sub-recipients regarding the issue of *Satisfactory Continuing Control*. The proposed Continuing Control Agreement (attached) would require Omnitrans to monitor all sub-recipients to ensure that any Federal interest in a program receiving FTA funds is protected.

The FTA definition of satisfactory continuing control states that the grantee must maintain control over real property, facilities and equipment to ensure that they are used in transit service.

### **CONCLUSION**

Approval of the recommended language for inclusion in all existing and future sub-recipient agreements will address the Federal Transit Administration's recommendations regarding Satisfactory Continuing Control.

PSG:DW:MM

## CONTINUING CONTROL AGREEMENT

This Continuing Control Agreement (“**Agreement**”) is made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 2013 by and between Omnitrans, a joint powers authority (“**Omnitrans**”), and [Sub-grantee name] (“**Sub-grantee**”).

### WITNESSETH

WHEREAS, Omnitrans, is the designated recipient of Section 5307 Urbanized Area Formula Funds; Section 5309 Bus and Bus Facilities Funds; Section 5339 Bus and Bus Facilities Formula Funds; Section 5316 Job Access and Reverse Commute Funds (JARC); and Section 5317 New Freedom Funds (NF); and

WHEREAS, Omnitrans and [Sub-grantee name] entered into a Sub-grantee Funding Agreement for [Funding type; Funding name] funds as a result of federal funds awarded through San Bernardino Associated Governments’ (SANBAG) [Year] Call for Projects; and

WHEREAS, as part of its Project [insert # and name], Sub-grantee has requested funding for capital (Project Equipment and Property) to be purchased with Federal financial assistance pursuant to grant number(s) [insert grant number]; and

WHEREAS, Omnitrans as the designated recipient of Section 5307 Urbanized Area Formula Funds; Section 5309 Bus and Bus Facilities Funds; Section 5339 Bus and Bus Facilities Formula Funds; Section 5316 Job Access and Reverse Commute Funds; and Section 5317 New Freedom Funds is required to have, maintain, and exercise satisfactory continuing control over the Project Equipment and Project Property under its agreement with the Federal Transit Administration (FTA); and

WHEREAS, the Sub-grantee will purchase and be in possession of Project Equipment and/ or hold title to Project Property in the scope of the Project agreed to in Sub-grantee Agreement [insert #];

NOW THEREFORE, the Parties agree as follows:

### **SECTION 1 - DEFINITIONS**

As used in this Agreement the term -

(a) “Date of this Agreement” means the date on which this Agreement is executed by the parties hereto, as indicated on the signature page of this Agreement.

(b) “Federal Transit Administration” means the Federal Transit Administration of the United States Department of Transportation.

(c) “Project” means [insert # and project title] as approved by SANBAG and submitted to the FTA as identified in the corresponding Sub-grantee Agreement.

(d) “Project Equipment” means the property (equipment and supplies) to be procured by [sub-grantee name] with Federal financial assistance under the scope of [insert# and project title], and as identified in the corresponding Sub-grantee Agreement.

(e) “Project Property” means all real property to be procured by [sub-grantee name] with Federal financial assistance under the scope of [insert# and project title] , and as identified in the corresponding Sub-grantee Agreement including any vehicles and project equipment.

(f) “Sub-recipient Agreement” means Sub-recipient Agreement No. [insert # and project name] dated \_\_\_\_\_ .

(g) “Vehicles” means any vehicles procured for use in fulfilling the scope of services as outlined in the Sub-grantee Agreement.

## **SECTION 2 - PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish Omnitrans’ satisfactory continuing control over Project Property and to establish the respective rights and obligations of the Parties in connection with this Agreement.

## **SECTION 3 - USE AND CONTROL OF PROJECT PROPERTY**

(a) In General - Omnitrans shall have the right to exercise satisfactory continuing control over the Project Property in accordance with FTA requirements and grant conditions.

(b) Period of Control – Omnitrans’ right to exercise control over the Project Property shall continue as long as the Project Property is needed in the judgment of Omnitrans for the appropriate project purposes for the duration of the useful life of that property, as required by the FTA, and shall include any time period necessary to dispose of the Project Property under FTA requirements and procedures.

(c) Use - The Sub-recipient agrees to use the Project Property for appropriate project purposes to support public transportation activities. The Sub-grantee agrees to notify Omnitrans prior to withdrawal of any Project Property from Project use or when any Project Property is used in a manner substantially different from the representation the Sub-grantee has identified and agreed to in its Sub-grantee Agreement.

(d) Maintenance - The Sub-grantee agrees to maintain its Project Property in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.

(e) Records - The Sub-grantee agrees to keep satisfactory records pertaining to the use of the Project Property and submit to Omnitrans upon request such information as may be required by the FTA to assure compliance with FTA’s Master Agreement.

(f) Incidental Use - Any incidental use of Project Property will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives. Any incidental use must be approved by Omnitrans.

(g) Transfer or Lease of Property - The Sub-grantee shall not transfer any obligation pertaining to the Project Property that would affect Omnitrans’, on behalf of the FTA, continuing interest in the Project Property. Any transfer or lease must be approved by Omnitrans.

#### **SECTION 4 - TITLE TO PROJECT PROPERTY**

Sub-recipient shall retain title to Project Property.

#### **SECTION 5 - PROJECT PROPERTY DISPOSITION**

- (a) In General - Omnitrans and Sub-recipient agree that they will attempt to negotiate a mutually acceptable disposition proposal or plan for submission to the FTA for Project Property prematurely withdrawn from use, Project Property whose useful life has expired or for Project Property that constitutes excess property for Federal grant purposes.
- (b) FTA Approval - If the Parties are unable to agree upon a disposition proposal or plan, Omnitrans may seek any necessary disposition instructions or approvals from FTA. In such a case, Omnitrans will include in its submission to FTA the independent views of the Sub-grantee regarding the appropriate disposition of the property involved. In addition, Sub-grantee may assert whatever other rights it possesses by reason of its interest in such property.
- (c) Agreement to Comply - In the event that the FTA provides disposition instructions or approval with respect to Project Property, Sub-grantee agrees to comply with the terms of such instructions or approval.

#### **SECTION 6 - TERM**

This Agreement shall commence on the date of execution below and shall terminate on the date the Project Property is disposed of as excess Project Property under FTA requirements and procedures. It is agreed that this Agreement may survive the Sub-grantee Agreement.

#### **SECTION 7 - DEFAULT AND REMEDIES**

(a) Any failure of Omnitrans or the Sub-grantee to comply with the terms of this Agreement shall constitute a default, which depending on the nature of the default, could also result in a default of the Sub-grantee Agreement.

(b) All termination provisions of the Sub-grantee Agreement are incorporated into this Continuing Control Agreement.

#### **SECTION 8 - SUB-GRANTEE AGREEMENT PROVISIONS**

(a) This Continuing Control Agreement is incorporated into the Sub-grantee Agreement No. [insert # and project title] and all terms and provisions of the Sub-grantee Agreement are incorporated into this Agreement by reference and made part of this Agreement.

(b) It is understood by both Parties that this Continuing Control Agreement is a separate agreement from the Sub-grantee Agreement and that the terms and conditions in this Agreement or incorporated into this Agreement by reference shall survive the termination of the Sub-grantee Agreement, regardless of how the project is funded, until termination under Section 6.

**SECTION 9 - NOTIFICATION**

Any notice, correspondence, or other document provided in connection with this Agreement shall be in writing and shall be delivered to the following individuals at the addresses set forth below:

**For Omnitrans:** Omnitrans  
Administration  
1700 W. 5<sup>th</sup> Street  
San Bernardino, CA 92411

With a Copy to: Sr. Financial Analyst (Grants)

**For Sub-grantee:** \_\_\_\_\_  
(Sub-grantee)  
\_\_\_\_\_  
(Mailing Address)  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 10 - NO THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

**[SIGNATURES ON FOLLOWING PAGE]**



**SIGNATURE PAGE TO CONTINUING CONTROL AGREEMENT**

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the day and year first written above.

OMNITRANS

By: \_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: \_\_\_\_\_  
Legal Counsel

ITEM # \_\_\_\_\_ E6 \_\_\_\_\_

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE RELEASE – RFP-FIN15-134  
INSURANCE BROKER SERVICES**

**FORM MOTION**

Authorize the CEO/General Manager to release Request for Proposals RFP-FIN15-134 for the provision of Insurance Broker Services for two base years and three single option years, beginning July 1, 2015 and ending no later than June 30, 2020.

**BACKGROUND**

Omnitrans currently uses the services of an independent insurance broker under Contract FIN10-17, to provide property, crime, pollution, earthquake and flood insurances. This contract is due to expire June 30, 2015. Using an independent insurance broker ensures adequate competition between insurers to provide coverage for Omnitrans' fixed assets at a reasonable cost.

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 five-year Independent Cost Estimate for broker services is \$267,730.

**FUNDING SOURCE**

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

Department                      1800  
Expenditure Code              506110

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

## **CONCLUSION**

By proceeding with this solicitation, Omnitrans will continue to protect its fixed assets at a reasonable cost.

PSG:JMS:CVM

ITEM # E7

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE RELEASE – RFP-HRS15-124  
INSURANCE BROKER SERVICES, HEALTH & SUPPLEMENTAL**

**FORM MOTION**

Authorize the CEO/General Manager to release Request for Proposals RFP-HRS15-124 for the provision of Insurance Broker Services, Health & Supplemental for a three (3) year base period and two (2) single year options, ending September 2020.

**BACKGROUND**

Omnitrans requires services of an Insurance Broker and/or Brokers of Record to market the Omnitrans' health, medical, dental, vision and supplemental insurance coverage. Omnitrans requires on-going Broker and/or Broker services are required for the Human Resources/Safety Regulatory Compliance Department to implement and maintain the Agency's benefit program. The current agreement will expire on June 30, 2015.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for goods/services exceeding \$100,000. The estimated annual broker fees are based on a percentage of annual costs (estimated to be \$7,077,456) and will be collected by the insurance companies.

**FUNDING SOURCE**

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

Department	1600
Expenditure Code	502420

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

**CONCLUSION**

By proceeding with this solicitation, Omnitrans will ensure continued Broker Services without interruption.

PSG:JMS:JC

ITEM # \_\_\_\_\_ E8

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE RELEASE – RFP-HRS15-152**  
**ASSESSMENT TESTING: PRE-EMPLOYMENT, JOB ANALYSIS &**  
**FITNESS FOR DUTY**

### **FORM MOTION**

Authorize the CEO/General Manager to release Request for Proposals RFP-HRS15-152 for the provision of Assessment Testing for Pre-Employment, Job Analysis and Fitness for Duty for a three (3) year base period and two (2) single year options, ending September 2020.

### **BACKGROUND**

Omnitrans requires physical pre-assessment testing and physical job analysis services. Physical pre-assessment testing is a system of physical Americans with Disabilities Act (ADA) and Department of Fair Employment and Housing (FEHA) compliant employment tests designed to prevent work related injuries, control injury related costs, and combat fraudulent workers' compensation claims. The current agreement will expire on June 30, 2015.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for goods/services exceeding \$100,000. The Independent Cost Estimate for this project is \$103,938 per year.

### **FUNDING SOURCE**

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

Department                1600  
Expenditure Code        503060

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

**CONCLUSION**

By proceeding with this solicitation, Omnitrans will have continued Assessment Testing without interruption.

PSG:JMS:JC

ITEM # E9

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE RELEASE – IFB-ITS15-155, CISCO SMARTNET SUPPORT**

**FORM MOTION**

Authorize the CEO/General Manager to release Invitation for Bids IFB-ITS15-155, for the provision of Cisco SmartNet Support for a three (3) year base period and two (2) single option years.

**BACKGROUND**

The Cisco SmartNet Maintenance program provides a contracted level of technical support for Omnitrans' network infrastructure, consisting mostly of Cisco hardware. Cisco SmartNet will provide Omnitrans with direct access to Cisco product engineers, rapid response repair services, support resources, and software upgrades.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$325,000 for all five (5) years, if all options are exercised.

**FUNDING SOURCE**

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

Department           1320  
Expenditure Code   505170

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



## **CONCLUSION**

By proceeding with this solicitation, Omnitrans will have the ability to maintain network continuity, system uptime, and optimization.

PSG:JMS:KT

ITEM # E10

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Wendy Williams, Director of Marketing and Planning  
Jennifer M. Sims, Director of Procurement

**SUBJECT: WEST VALLEY CONNECTOR CORRIDOR BRT PROJECT –  
RECEIVE AND FILE ALTERNATIVES ANALYSIS AND RELEASE  
RFQu-MKP15-37 FOR ARCHITECTURAL, ENGINEERING AND  
FINAL DESIGN SERVICES**

### **FORM MOTION**

Receive and file the summary report of the Alternatives Analysis of Route 61 Corridor, known as the Omnitrans West Valley Connector Corridor Alternatives Analysis Report;

Authorize the CEO/General Manager to de-obligate \$7,950,454 of funding from the Mid-Valley facility (land value and project funds) and re-obligate it to the West Valley Connector Corridor project; and

Authorize the CEO/General Manager to release Request for Qualifications (RFQu-MKP15-37) for Design Services for the West Valley Connector Corridor BRT Project.

*The Alternatives Analysis Report was reviewed by the Plans and Programs Committee at its January 22, 2015, meeting, and recommended to the Board of Directors for receipt and file and release of the Request for Qualifications.*

*The full Alternatives Analysis report is available electronically at <http://www.omnitrans.org/about/reports/> and can be made available in hard copy upon request.*

### **BACKGROUND**

The goal of the West Valley Connector Corridor project is to provide faster, more frequent, and more direct bus service to connect major destinations throughout the western part of the San Bernardino Valley, as well as providing enhanced amenities for passengers. This project is part of a system of ten planned bus rapid transit (BRT) corridors, including the sbX Green Line in San Bernardino and Loma Linda that began operation in April 2014.

Omnitrans' BRT system will help to alleviate traffic congestion long-term by providing high-quality, faster premium bus service that will attract new riders to Omnitrans' system. The sbX Green line has increased overall ridership on the corridor by 14% by attracting new riders to transit. The BRT system is a key component of Omnitrans' *OmniConnects Short Range Transit Plan* (2014), which strives to increase productivity (passengers per hour) by providing straighter, more direct, and faster routes along major corridors.

On January 9, 2013, the Board of Directors awarded a contract to Parsons Transportation Group for an Alternatives Analysis of the Route 61 Corridor (based on the existing bus route 61, the highest-ridership route in Omnitrans' system). Parsons Transportation Group worked closely with the Project Development Team made up of staff of the five cities along the corridor and other stakeholder agencies, which met 15 times during the 18-month study.

Updates on the West Valley Connector Corridor Alternatives Analysis were presented at the Plans and Programs Committee meetings on January 22, 2014, February 18, 2014, and April 15, 2014. The West Valley Connector Corridor project was included as the highest priority project in the OmniConnects plan, which was approved by the Board of Directors on May 7, 2014.

Public hearings were held at four locations in June 2014. The results of the Alternatives Analysis were presented to each of the five cities' Planning Commissions and/or City Councils from August to October 2014.

### Recommended Alternative

The proposed project resulting from the study is a 25-mile-long corridor that includes enhanced stops/stations, real-time arrival signage, surveillance and security systems, and transit signal priority systems. The project includes widening 3.5 miles of Holt Boulevard in the City of Ontario to construct dedicated bus lanes, as adopted by Ontario's City Council in the City's *Holt Boulevard Mobility and Streetscape Strategic Plan*, 2013. (See preliminary proposed route map, Appendix A). The project is projected to increase corridor ridership by 30-40% near-term and reduce travel time by 17-19% compared to local bus service.

In November 2013, the San Bernardino Associated Governments (SANBAG) Board of Directors approved a moratorium on spending Measure I BRT funds (approximately \$2.2 million per year) to plan or build new BRT or Rapid services until fiscal year 2020. Due to these funding constraints, the Project Development Team recommended a phased approach, as listed below. However, all "phases" could be constructed simultaneously if funding is available.

- **Phase 1:** \$25 Million, fully funded (see below) - "Rapid" line including enhanced stations, security systems, transit signal priority, higher frequency and fewer stops, but with no dedicated bus lanes, and using 40-foot vehicles.
- **Phase 2:** Additional \$50 Million, unfunded - Widen Holt Boulevard for 3.5 miles in the City of Ontario to construct the dedicated bus lanes and six median stations.
- **Phase 3:** Additional \$25 Million, unfunded - Purchase 60-foot articulated vehicles.

The following funding sources are expected to be used:

<b>Capital Funds Available</b>	
Appraised Value of Mid-Valley Land (federal and local)	\$ 25,750,000
Omnitrans funds (federal and local) programmed for Mid-Valley facility construction	\$ 5,854,578
Caltrans Active Transportation Grant (no local match required)	\$ 3,500,000
<b>Total</b>	<b>\$ 35,104,578</b>

A portion of the funds shown in the table above will be used for this design contract, as discussed in the Funding Sources section shown below.

Additional funding sources will be sought for Phases 2 and 3, which could potentially include the following sources:

- FTA Small Starts grant;
- In-kind local match (including City staff time, permit fee waivers, and City-owned right-of-way and property contributed toward project);
- Value capture mechanisms including infrastructure financing districts and sales tax subvention funds, to be implemented by City of Ontario (estimated total \$17.6 million);
- Measure I BRT funds from SANBAG after the spending moratorium is lifted in FY 2020 (\$16 million);
- Measure I Arterial funds;
- Cap and Trade grants – Affordable Housing and Sustainable Communities program;
- AQMD/MSRC grants; and
- Other public-private partnerships such as selling naming rights, etc.

The above results and recommendations from the Alternatives Analysis were given to each of the City's elected bodies, including the Fontana City Council and Planning Commission on August 20, 2014; the Ontario Planning Commission on September 18, 2014; the Rancho Cucamonga City Council on October 1, 2014; and the Pomona City Council on October 20, 2014.

On August 19, 2014, the Omnitrans Plans and Programs Committee received a presentation of the results and recommendations from the Alternatives Analysis. At the meeting, the Committee members requested that an economic consultant provide a report assessing the difference in economic benefit to be realized from constructing the project with dedicated bus lanes versus without dedicated bus lanes. The economic consultant would also research financing alternatives

for funding the \$50 million cost of the dedicated lanes through public-private value capture mechanisms.

At the October 22, 2014 Plans and Programs Committee meeting, HR&A Advisors of Los Angeles presented the economic study. Using examples of Rapid and BRT projects across the country, as well as local economic conditions, the study predicted that the project could result in a 1-4% property value premium without dedicated bus lanes, or 2-8% with dedicated bus lanes (with the highest property values being immediately adjacent to the stations). BRT with dedicated lanes would be expected to bring in about \$17.6 million through value capture (infrastructure financing districts and sales tax subventions), which would contribute toward the \$50 million cost of the 3.5 miles of dedicated lanes in Ontario. The economic study is available at <http://www.omnitrans.org/about/reports/>.

On January 20, 2015, a task force meeting was held in Ontario City Hall that convened elected officials and staff from the communities along the corridor to discuss the regional vision for the corridor, upon the request of the Plans and Programs Committee. The topics of discussion included potential funding to complete the project, and the pros and cons of implementing the project in phases. The group agreed that a design consultant is needed to help fine-tune the analysis in order to finalize routing and station locations, as well as help develop the financing plan and phasing concepts.

### Design

On January 26, 2015, the Plans and Programs Committee recommended hiring a design firm for the West Valley Connector Corridor bus rapid transit project. The design firm will help to develop a strategy for phasing and financing the project, including guiding Omnitrans through the FTA Small Starts grant application process, if and when sufficient local match funding becomes available to leverage a federal Small Starts grant. The total project completion is expected to take five to six years depending upon funding mechanisms and possible phasing.

The scope of work of the design firm will include the following:

- Further study alternative routing, particularly how best to serve Rancho Cucamonga (Haven or Milliken), and finalize corridor routing alignment and station locations;
- Facilitate public and stakeholder outreach;
- Develop financing and phasing plan for project;
- Guide Omnitrans through FTA Small Starts grant application process;
- Guide Omnitrans through environmental clearance, including NEPA and CEQA;
- Conduct preliminary engineering and final design of entire corridor, including dedicated lanes;

- Design pedestrian connections within ½ mile of station locations (for Active Transportation grant awarded to Omnitrans in 2014);
- Provide transit planning support, including update of Omnitrans' *System-wide Transit Corridors Plan*, 2011; and
- Provide bid period services and design services during construction.

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 solicitations of goods/services/public works projects exceeding \$100,000. The Independent Cost Estimate for this project is \$8,015,750.00.

### **FUNDING SOURCES**

Funding for the project is budgeted from several sources, including the following: a State Active Transportation grant; a Congressional earmark for transit stations in Ontario; and funds from the Mid-Valley vehicle maintenance facility (land value and project funds). Of these funding sources, \$7,950,454 is proposed to be de-obligated from the Mid-Valley vehicle maintenance facility and re-obligated to the West Valley Connector Corridor project.

The Mid-Valley vehicle maintenance facility was planned to be constructed on a 28.8-acre parcel of property owned by Omnitrans in Rancho Cucamonga. This size vehicle maintenance facility was determined not to be necessary because Omnitrans' service is not expanding at the anticipated rate. A smaller vehicle maintenance facility is being planned instead, for which property is being sought.

The Federal Transit Administration gave its approval in May 2014 to sell the Mid-Valley property in Rancho Cucamonga and use the proceeds toward the West Valley Connector Corridor project, and the Omnitrans Board of Directors approved the sale on July 2, 2014.

The funding sources proposed to be de-obligated and re-obligated are shown in the table below.

<b>FUNDING</b>	<b>GRANT</b>	<b>YEAR</b>	<b>PROJECT NAME</b>	<b>INTERNAL ORDER</b>	<b>AMOUNT</b>
<b>De-obligate</b>					
FTA	CA-90-Y098-00	FY 2002	Mid-Valley	D0210301F	\$1,166,722
FTA	CA-90-Y164-00	FY 2003	Mid-Valley	D0310301F	\$1,501,708
FTA	CA-90-Y681-00	FY 2009	Mid-Valley	D0910301F	\$1,050,200
FTA	TBD	FY 2015	Mid-Valley (land value)	TBD	\$2,536,733
<b>Subtotal Federal</b>					<b>\$6,255,363</b>
Local - STAF	12-09-OMN-B	FY 2012	Mid-Valley	D0710302S	\$32,031
Local - STAF	12-09-OMN-B	FY 2012	Mid-Valley	D0910301S	\$38,992
Local - STAF	12-09-OMN-B	FY 2012	Mid-Valley	D0210301S	\$125,320
Local - STAF	12-09-OMN-B	FY 2012	Mid-Valley	D0810301S	\$854,276
Local	TBD	FY 2015	Mid-Valley (land value)	TBD	\$644,472

<b>Subtotal Local</b>					<b>\$1,695,091</b>
<b>Total</b>					<b>\$7,950,454</b>
<b>Re-obligate</b>					
FTA	CA-90-Y098-00	FY 2002	West Valley Connector	D0210301F	\$1,166,722
FTA	CA-90-Y164-00	FY 2003	West Valley Connector	D0310301F	\$1,501,708
FTA	CA-90-Y681-00	FY 2009	West Valley Connector	D0910301F	\$1,050,200
FTA	TBD	FY 2015	West Valley Connector	TBD	\$2,536,733
<b>Subtotal Federal</b>					<b>\$6,255,363</b>
Local - STAF	12-09-OMN-B	FY 2012	West Valley Connector	D0710302S	\$32,031
Local - STAF	12-09-OMN-B	FY 2012	West Valley Connector	D0910301S	\$38,992
Local - STAF	12-09-OMN-B	FY 2012	West Valley Connector	D0210301S	\$125,320
Local - STAF	12-09-OMN-B	FY 2012	West Valley Connector	D0810301S	\$854,276
Local	TBD	FY 2015	West Valley Connector	TBD	\$644,472
<b>Subtotal Local</b>					<b>\$1,695,091</b>
<b>Total</b>					<b>\$7,950,454</b>

\_\_\_\_\_ Verification of Funding Source and Availability of funds  
(Verified and initialed by Finance)

## **CONCLUSION**

Approval of this item will complete the Alternatives Analysis of the West Valley Connector Corridor, de-obligate funds from Mid-Valley facility and re-obligate the funds to the West Valley Connector Corridor Project, and authorize the release of Request for Qualifications RFQu-MKP15-37 to initiate the design process of the West Valley Connector Corridor.

PSG:WW:JS

Attachments

**Other**  
**Friday, January 09, 2015**

ITEM #E11

## San Bernardino County Blog

### New benefits for veterans roll out this week

January 09, 2015



Veterans are now free to move about the county at a discount rate thanks to Omnitrans' new veterans fare. A **50 percent discount on all bus passes (sbX, OmniGo, and regular bus routes)** is offered to **retired U.S. military personnel with valid ID**. Veterans can receive their Military Veteran ID card from San Bernardino County Veterans Affairs, [click here to access the application at www.sbcounty.gov/va](http://www.sbcounty.gov/va) or call 866-4SB-VETS.

"It's our way of saying thanks to those who have served to protect our freedom," said **Omnitrans CEO/General Manager P. Scott Graham**, himself a veteran of the US Marine Corps.

In addition, Omnitrans will provide free rides to uniformed active-duty military members, police, and firefighters. Omnitrans joins other Inland Empire transit agencies and over 1,000 businesses in San Bernardino County that offer veterans discounts including: Victor Valley Transit Agency, Mountain Transit, Pass Transit, and Riverside Transit Agency.



“This [fare change] will have a big impact on affordability for our veterans,” Osvaldo Maysonet said. **Maysonet, a Veterans Specialist of 211 San Bernardino County and former Marine sergeant** who served in the Iraq war, helped lead the new fare proposal after hearing concerns from fellow veterans about the need for inexpensive transportation. “We have many vets in San Bernardino County who are dealing with low income or no income. Access to affordable transportation will connect them with education, healthcare and employment opportunities and possibly help them to become taxpayers again,” (from [Omnitrans.org](http://Omnitrans.org)).

Approximately 175,000 veterans live in the county according to San Bernardino County Veterans Affairs. To date, the San Bernardino County VA has issued over 4,000 Military Veteran ID cards that help ensure veterans are easily recognizable to area businesses that offer a benefit such as a discount, a free item, or preferred status.

With a county-issued Military Veteran ID card, veterans no longer need to carry a copy of their military discharge papers to prove their Veteran status, nor do they need to go to the Loma Linda V.A. hospital to apply for an ID card which may or may not be issued.

“This program has been beneficial to San Bernardino County businesses and, most important, our veterans,” **Bill Moseley, County of San Bernardino Veterans Affairs Director**, said. “We are grateful to all of our local businesses who have shown their support of our veterans community.”

The ID cards also assist those who may be eligible for federal monetary benefits that the VA helps veterans and their families receive. **San Bernardino County VA secured \$85 million in federal benefits for military veterans in the last fiscal year, the most of any county in California.**

“The County of San Bernardino aims to ensure our veterans receive the recognition, honor and support they deserve. Thank you to the organizations that have stepped up to the plate and have shown their appreciation and humble gratitude through these valuable benefits,” **Supervisor Josie Gonzales** said.

To obtain a Military Veterans ID card, visit [www.sbcounty.gov/va](http://www.sbcounty.gov/va) or call 866-4SB-VETS. A list of the Omnitrans veterans fares are available at [Omnitrans.org](http://Omnitrans.org)

# Transit California

## Thursday, January 29, 2015

### TRANSIT CALIFORNIA

#### INDUSTRY NEWS

##### Omnitrans Introduces Veteran Discount Fare



##### **Omnitrans CEO/General Manager Scott Graham introduces new discount fare for military veterans.**

In appreciation for the contributions of the men and women who have served in our nation's armed forces, Omnitrans introduced a discount fare for US military veterans earlier this month. A kickoff event was held at the Jerry L. Pettis Memorial Veterans Medical Center in Loma Linda, California. Representatives of Omnitrans, its Board of Directors, the VA Healthcare system, 211-Vetlink, and San Bernardino County Veterans Affairs all hailed the new discount fare as a well-deserved benefit for those who served in the armed forces.

"It's our way of saying thanks to those who have served to protect our freedom," said Omnitrans CEO/General Manager P. Scott Graham, himself a veteran of the US Marine Corps.

Approximately 79,000 veterans reside in the Omnitrans service area of the San Bernardino Valley.

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

At the kickoff event, Omnitrans donated 500 veterans 1-day bus passes to VA Healthcare system programs. Veteran resources were on site to offer assistance and information. San Bernardino County Veterans Affairs issued nearly 100 free photo ID cards for veterans. The IDs verify eligibility for the new bus fares and can be used to earn discounts at other “veteran-friendly” businesses in the county.

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

# **Redlands Daily Facts**

## **Monday, February 23, 2015**

### **REDLANDS DAILY FACTS**

#### **Redlands Passenger Rail Project could include diesel multiple units, commuter trains**

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

POSTED: 02/23/15

The Redlands Passenger Rail Project is planning to extend rail service nine miles from downtown San Bernardino to Redlands as soon as 2018.

Officials with San Bernardino Associated Governments, or SanBAG, have completed the final Environmental Impact Study/Environmental Impact Report (EIS/EIR), which identifies potential impacts to the community and environment surrounding the project.

Three stations are proposed for Redlands: New York Street near Esri, downtown and University of Redlands.

SanBAG hopes to break ground in late 2017 to early 2018.

#### **TRAIN CARS**

The first phase of the Redlands Passenger Rail project will not include light rail, or electrified rail, nor is it an extension of Metrolink.

Rather, SanBAG is pursuing the use of Diesel Multiple Units, or DMUs, similar to the Sprinter that runs between Oceanside and Escondido. They are considering the use of up to two Metrolink commuter trains during morning and evening peak hours.

"This thing was sold as light rail. It's not light rail," said Larry Leonard, member of the Inland Empire Transit Alliance — a newly formed group voicing their concerns about the project, including the types of trains proposed.

The use of light rail was part of the early planning discussions for the project, said Tim Watkins, chief of legislative and public affairs for SanBAG.

"Well it's a very expensive consideration to do nine miles of electrified rail," he said. "It is well beyond any funding we would have to initiate a project with that type of service, but no matter what service is chosen, improvements to the rail line would be required."

Mayor Pro Tem Jon Harrison said he would prefer the use of the DMUs rather than the larger commuter locomotives.

"If there's a way that the Redlands rail will be effective without those, I know that would be my preference and I believe the preference of the council to have it be the DMUs," he said. "But, that's something that has to be evaluated when we get to that point. Those large Metrolink trains are out of character with Redlands."

A DMU is self-propelled and does not need to be pulled by a locomotive. It comprises a passenger car with the diesel engine in the middle.



“They’re self-contained within the passenger vehicle themselves, so they provide their own generated power, but it’s independent of any external source,” said Watkins.

The DMUs SanBAG is considering would meet Tier 4 emissions standards set by the U.S. Environmental Protection Agency, which aim to decrease exhaust emissions from diesel locomotives by 90 percent.

An operator for the DMUs has not yet been selected, but a decision will likely be made during the project’s design period, said Justin Fornelli, chief of transit and rail programs with SanBAG.

“If we go with DMU, which is what we’re leaning to, there are a couple different operators,” he said. “We can contract with Metrolink and have them operate that system. We can hire a contractor internally with SanBAG or we can roll it into one of the major transit operator in valley — Omnitrans. These are all different operators that we’re looking at now.”

DMUs are qualified to run on the same track as commuter trains, unlike electrified light rail, Fornelli said.

“It’s a smaller vehicle than a locomotive hauled commuter train,” Fornelli said. “It meets all of the structural safety requirements to run operable with commuter rail.”

Electrified light rail is powered through an electrical current through an overhead wire.

“Yet some people refer to DMUs as a light rail-type of device and in the development of this project, there has been a vision of electrified light rail service,” Watkins said.

The track to be installed during the project’s first phase will be done in such a way that it could one day become double tracked, allowing for light rail.

“This way we can start a rail service using DMUs, which is kind of a lighter rail service as opposed to light rail service, and get the system up and going and propose additional funding opportunities in the future to upgrade, for lack of a better term, to transition to a full electrified light rail system,” Watkins said.

SanBAG is also reviewing the possibility of running up to two Metrolink commuter trains during morning and evening peak hours. These trains would include two cars and one locomotive.

Trains would run every 30 minutes during peak hours and every 60 minutes during non-peak hours.

“We are discussing extending a couple Metrolink trains during peak periods in the morning and afternoon/evening, going out to downtown Redlands,” Fornelli said. “The primary service for this will essentially be a shuttle service between the university and San Bernardino Transit Center.”

Freight service currently runs to Tippecanoe Avenue and will likely continue with about one train a week after the Redlands Passenger Rail begins operations, Fornelli said.

Running freight through Redlands would not be cost effective, Watkins said.

“It’s a declining demand the farther east you go for freight service, which means it is not cost effective to have a freight train (stop) at the one orange packing house at Redlands, it may not be cost effective to do that,” he said. “So through here, you’ll just see that commuter system, whatever that is — whether it’s DMU or commuter rail — running between Redlands and San Bernardino.”

TRANSIT

## Critics are concerned about funding for rail project

By Sandra Emerson

sandra.emerson@langnews.com  
@TheFactsSandra on Twitter

**REDLANDS »** With a voter-approved commuter rail project that would take riders from San Bernardino to Redlands and back looming as early as 2018, local public transit critics are ringing bells over its funding.

But transit officials say a variety of funding sources will cover it.

The \$242-million Redlands Passenger Rail Project project seeks to extend rail service from downtown San Bernardino to Redlands on nine miles of right-of-way that belongs to the San Bernardino Associated Governments, the county's transportation planning authority known as SanBAG.

Voters approved the plan in 2004. That's when they approved an extension of Measure I, which included taxpayer funding of the Redlands Passenger Rail Project, which was specified in the measure.

Paying for the project is not all from Measure I. It relies on a combination of Measure I bond revenue, state and federal funds and a giant state transportation bond

PROJECT » PAGE 7

## Project

FROM PAGE 1

voters approved last year. But local critics of the project, which is set to break ground in 2017, are sceptical.

Larry Leonard, who is part of the Inland Empire Transit Alliance, views the rail as unsustainable, because ticket sales would not cover the annual operations and maintenance of running a train service. Between 720 to 820 daily riders are estimated to use the Redlands route in 2018 and between 1,120 and 1,340 daily riders in 2038.

For Leonard, the idea that even federal money will help fund the project is not realistic. And taxpayers will pay for that, he worries.

"Everybody says this is free because they got federal grants," he said. "Well, federal grants aren't free. There's no free lunch, so the people of this area here will have to decide how much they're going to pay for this devil."

The San Bernardino Associated Governments, or

SanBAG, administers Measure I revenue. The funds are allocated based on a strategic plan. The SanBAG board of directors in April 2009 approved the strategic plan for the 2010-40 Measure I revenue.

Measure I sets aside 8 percent of revenue for rail projects, including the Redlands Passenger Rail and extension of the L.A. Metro Gold Line light rail.

Measure I funding will make up about 46 percent of the project's total \$242 million estimated cost, said Justin Fornelli, chief of transit and rail programs with SanBAG.

The remaining costs will be provided through state and federal funds, including Proposition 1B — the state's transportation bond program, the Transportation Development Act, Congestion Mitigation Air Quality Funds, grants and private funds.

About 35 percent of the funding will be federal money and 19 percent will be state money, Fornelli said.

According to the project environmental report, annual operations and maintenance costs for the project

are estimated to be about \$8 million, but the estimated cost has been refined to \$6 million, said Tim Watkins, SanBAG chief of legislative and public affairs.

Operations and maintenance will be covered by Measure I revenues through 2040.

This does not include revenue generated from ticket sales, Fornelli said.

"Right now we won't have any estimates on fare-box. We haven't gotten to the point of laying out the fare structure," Fornelli said.

Although an operator has yet to be selected, the fare-box recovery for the Metrolink line in San Bernardino is about 55 percent, Fornelli said, with the remaining funds coming from Measure I.

Revenue generated by ticket sales will reduce the amount of funding needed through Measure I, Watkins said.

Local officials acknowledge that ticket sales won't at first compensate rail service. But long term, they see an improving economy and growth as a strong foundation.



# City, SanBAG address potential problems associated with project

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

The Redlands Passenger Rail Project, a proposal to extend passenger rail service nine miles from downtown San Bernardino to Redlands, could be a reality as soon as 2018.

Officials with San Bernardino Associated Governments, transportation planning agency for the county otherwise known as SanBAG, have completed the final Environmental Impact Study/Environmental Impact Report (EIS/EIR), which identifies potential impacts to the community and environment surrounding the project.

Three stations are proposed for Redlands: New York Street near Esri, downtown and the University of Redlands.

SanBAG officials hope to break ground in late 2017 to early 2018.

The purpose of the EIS/EIR is to analyze potential impacts a project could have on the surrounding environment such as noise, pollution and traffic.

Related to the Redlands Passenger Rail Project, floodplains and noise were identified as significant effects.

To reduce noise levels associated with train horns, the Redlands City Council on Feb. 3 voted to enter into an agreement with SanBAG to establish quiet zones at at-grade crossings along the rail corridor.

Train operators are required by the Federal Railroad Administration to sound their horns as a warning to traffic and pedestrians at public crossings.

In a quiet zone, train conductors are required to cease routine horn honking when approaching, unless there is an emergency, such as a vehicle or person on the tracks.

## RAIL TO REDLANDS SERIES

**Sunday:** Overview of project with map and timeline

**Tuesday:** Funding and environmental impact

**Wednesday:** Stations and train cars

**Today:** Environmental impact

**Friday:** Comments and responses

**Read the entire series today online at [sbsun.com](http://sbsun.com)**

Certain safety enhancements will be made to the crossings by SanBAG as part of the project, including active warning devices like flashing lights, gates, constant warning time devices and power out indicators.

Noise impacts are expected to be reduced through quiet zones and the use of Diesel Multiple Units, according to the environmental reports.

SanBAG will initiate a safety campaign closer to construction, said Justin Fornelli, SanBAG's chief of transit and rail programs.

"There are a lot of people who use those tracks as kind of a thoroughfare or walking path because there hasn't been a train there for a long time," Fornelli said. "That's something we have to have people start thinking about as we move toward construction."

To curb noise levels, several actions can be taken, such as installing "wayside applicators" along tight curves to reduce the squeal sound from train wheels.

Ballast mats or resiliently supported railroad ties will be incorporated into the track design in order to reduce ground-borne vibration, according to the report.

Contractors will also be required to take certain actions to minimize construction-related noise.

Properties expected to be affected by noise in the area

range from residential to motels, schools, the University of Redlands, a church and parks, all located along the rail corridor.

An impact is considered "severe" if a significant amount of people are expected to be highly annoyed by the noise and a vigorous community reaction could result.

An impact is considered "moderate" if the change in noise is noticeable to most people, but may not be significant enough to cause strong adverse community reactions.

The rail noise assessment found about 83 residential locations, including a motel, would be severely impacted by rail noise, according to the Environmental Impact Report.

About 115 residential locations could be moderately impacted as well as a church, park and the University of Redlands, according to the report.

The report also analyzes impacts on traffic, another concern of the those in opposition to the project. SanBAG performed a traffic impact analysis during peak morning and evening hours. This included 39 intersections.

According to SanBAG's response to comments submitted during a 54-day public comment period on the draft EIS/EIR in August and September, the project would overall have minimal disruptions compared to existing traffic patterns and intersection operating conditions, but there are a few intersections that would be impacted.

During the project's first year of operations, the intersections at Orange Street and Pearl Avenue, and at 6th Street and Pearl Avenue, would "not operate at satisfactory" service levels during the evening peak hour, according to SanBAG's response.

The intersections at California Street and the 10

freeway west ramps and the east ramps would also be impacted, according to SanBAG. The remaining intersections are expected to not be impacted or could improve.

During the year 2038, four intersections in the morning peak hours and 14 intersections during the evening peak hours would operate at unsatisfactory levels, according to SanBAG. Eleven intersections would be impacted by the volume of vehicles during the evening peak hours and two would be impacted during the morning peak hours, according to SanBAG.

Between 720 to 820 daily riders are estimated to use the Redlands route in 2018 and between 1,120 and 1,340 daily riders in 2038.

Tim Watkins, chief of legislative and public affairs at SanBAG, said the actual ridership numbers will be seen once the train is in service.

"What we are seeing though is that freeway challenges will continue to show themselves and this gives folks another alternative that will only help with ridership going forward," he said.

But, Watkins said that the amount of cars on the road will continue to grow as the population does.

"We do expect that there will be an effect on Interstate 10, but the effect is one that has to be measured against growth as well," he said.

"While there may not be fewer overall cars, it would be fewer cars than if the train weren't there."

SanBAG is also considering capping 7th Street, 9th Street and Stuart on one end, preventing through-traffic.

"We've gotten some comments regarding some of the street closures, so we are going to be working with the cities in regard to those street closures," Fornelli said.



Other  
Sunday, March 01, 2015

## SAN GABRIEL VALLEY TRIBUNE

### Foothill Transit adds real-time bus tracking



22 year-old Danny Castro of Baldwin Park uses a Google app, but is interested in Nextrip as used by Foothill Transit. NextTrip is an online app that lets riders track the arrival time of buses to the minute. They just go to the website on their phone, text 41411 with the bus stop number or call 1-800-RIDE-INFO. Keith Birmingham - Staff photographer

By Jason Henry, San Gabriel Valley Tribune

POSTED: 03/01/15, 5:12 PM PST





*Danny Castro of Baldwin Park uses a Google app as he waits for the Foothill Transit bus at Johnson Ave. and Valley Blvd. in El Monte on Feb. 19. Keith Birmingham - Staff photographer*

Most mornings 21-year-old Jennifer Frausto's commute to beauty school adapts to a phone call.

The El Monte resident dials into Foothill Transit's [NexTrip](#) to find the fastest route to get to class on time.

"I call and they tell me the bus is at a certain location," Frausto said. "I see what is convenient. Should I wait for that one? Or should I get on this other bus?"

She started calling Foothill's customer service years ago, but the predictions became more accurate late last month when Foothill Transit rolled out NexTrip, a real-time tracking service that calculates arrival times down to the minute. Riders can access the information by visiting [Foothill Transit's](#) website, downloading the [NextBus](#) app, texting the bus stop number to 41411 or dialing 1-800-RIDE-INFO, according to Felicia Friesema, Foothill's spokeswoman.

"This allows us to put that information directly into their hands, they don't have to go through a middle man to find out when the next bus is arriving at their stop, it's right there," Friesema said. "It means they can plan their day better."

Foothill tested the program over the summer with a small group of heavy transit users before rolling it out officially last month. At least 50,000 Foothill riders have used it since then, though Friesema said the early numbers exclude those accessing it through Foothill Transit's website.

It's part of a push to make public transit more attractive, by cutting down the amount of time someone waits for a bus.

“Real-time information for transit users takes a lot of mystery out of taking public transit in Southern California,” she said. “We want this technology to make riding public transit an easy choice, and it’s only going to get better with time.”

There’s still a few kinks to work out. Foothill doesn’t list its bus stop number at the stops yet, which means someone who wants to get an update by text needs to call customer service first to get their stop’s number. Friesema said

Foothill Transit contracts with NextBus, located in Emeryville, to provide the service. NeighboringMetro and Omnitrans already use the service, so riders can track the different agencies’ buses without switching to a different app. Roughly 140 agencies across the country now contract with the NextBus, according to Larry Rosenshein, NextBus’s vice president of sales and business development.

NexTrip uses GPS and a proprietary algorithm to predict in real time when a bus is arriving, he said. NexTrip calculates the next arrival by comparing the current location with past trips.

That means someone can wait a little longer at home or the bus stop, instead of rushing to get to the bus stop early, Rosenshein said.

“It saves them time, it means they can spend more time at home with their kids and wife.”

If a rider shaves 10 minutes off their wait each way, they’re gaining back nearly two hours in a work week, he added.

The NextBus app — currently only on Android, but soon on iOS — lets users set alerts and notifications in case a bus gets delayed.

“You can set up an alert on NextBus that says starting at 4:55 p.m. every Monday through Friday, send me an alert 18 minutes before my bus is predicted in real time to be at the stop I’m interested in,” Rosenshein said. “That’s your signal to shut down your laptop, load up your backpack and head off to the bus stop.”

Danny Castro, 22, of Baldwin Park, doesn’t use NexTrip yet, but he said he sees the appeal.

“Is that 178?” he asked while waiting for a bus home from an apprenticeship. As the wrong bus passed by, Castro said he uses Google Maps when planning his commute but the timing isn’t perfect. Across the street, the westbound 178 — the wrong direction for Castro — pulled up as NexTrip predicted its arrival.

Castro, however, had 40 minutes left to go.

“Maybe I’ll try that,” he said.



# Board certifies environmental reports

Construction planned to begin in late 2017, finish in late 2018 or early 2019

By Sandra Emerson

[sandra.emerson@langnews.com](mailto:sandra.emerson@langnews.com)

@TheFactsSandra on Twitter

stone. We have been working on this for five years," said Mitch Alderman, SanBAG's director of transit and rail programs, before making a presentation on the project to the board.

The purpose of the EIR/EIS is to analyze potential impacts a project could have on the surrounding environment such as noise, pollution and traffic.

The draft environmental documents were open to public review in August and September. SanBAG received 67 comments from the public during that time, all of which were responded to in the final environmental report.

The final EIR and Envi-

ronmental Impact Study were posted on SanBAG's website on Feb. 20. SanBAG received four letters on the final documents, Alderman said.

The Redlands Passenger Rail Project will extend rail service 9 miles, from downtown San Bernardino to the University of Redlands.

Stations are proposed for New York Street near Esri, downtown Redlands, University of Redlands and Waterman Avenue.

SanBAG is working with the cities of Loma Linda and Redlands to build a station at California Street.

Construction could begin in late 2017 with operations beginning in late 2018 or early 2019.

"The integration of this rail project in the general plan for our city is going

to be a real center piece of how we plan our community over the next 20 to 30 years," said Redlands Mayor Pro Tem Jon Harrison, referring to the City Council's decision Tuesday to move forward on updating the city's general plan.

Last month, the Redlands and San Bernardino city councils approved agreements to establish quiet zones throughout the rail line.

Quiet zones limit routine train horn sounding to emergency situations only. This also eliminates the need for sound walls.

SanBAG is planning to run Diesel Multiple Units, which are self-contained are "much quieter, much quicker, smoother, more cost effective to operate,"

Alderman said.

Trains will run every 30 minutes during morning and evening peak hours and every hour during non-peak hours.

The locomotives to be used and how the rail is operated will go before the board at a later date, Alderman said.

The \$242 million-project is being funded through Measure I funds — approved by San Bernardino County voters in 1989 and 2004 — federal, state and private funds.

"This project is entirely funded by rail-only funds. No other funds are used.

This money can only be used on rail projects," Alderman said.

Part of the tracks will run through flood zones in Redlands.

Harrison said the city will be working with other government agencies to address flood control issues.

Don Berry, director of operations at Esri, Cory Nomura, vice president of finance and administration at the University of Redlands, Councilwoman Pat Gilbreath, former San Bernardino Mayor Pat Moris and CEO of Inland Action Carole Beswick spoke in support of the project Wednesday.

Steve Rogers of Redlands and Tressy Capps of Fontana voiced their concerns.

Capps also spoke on behalf of Greg Brittain, a Redlands attorney and member of the Inland Empire

Transit Alliance — a newly formed group opposing the project.

THE SUN  
March 5, 2015





STAFF FILE PHOTO BY JENNIFER CAPPUCCIO MAHER

Passengers board an Omnitrans bus at the Fourth Street Transfer Station in San Bernardino. Omnitrans is proposing a series of changes that could impact Inland Empire commuters and is planning a series of meetings to let the public know about those changes.

## Proposed Omnitrans changes go to public during meetings

### Staff report

Omnitrans — San Bernardino County's major bus carrier — is proposing a series of changes that could impact area commuters, and the agency has planned a series of meetings to get the word out.

The changes would affect bus routes in the San Bernardino Valley starting Sept. 8, officials said. They include adding a new freeway express route in the West Valley, realigning routes to serve a new transit center in San Bernardino, and starting a new customer application process for Access ADA service.

To get the word out about the changes and gather public input, the agency has planned a series of meetings between Thursday and March 27.

The proposed changes are significant.

West of the 15 freeway, Omnitrans wants to realign nine north-south routes to improve directness of service, cut down on commuters' travel time and simplify the agency's route network.

Freeway express Route 290 is proposed to offer weekday, peak-hour service on the 10 Freeway corridor between Montclair and San Bernardino, with stops at Ontario Mills and Arrowhead Regional Medical Center.

The pending opening of the a new transit center in San Bernardino in September will also have an effect on riders.

With the opening of the The San Bernardino Transit Center (SBTC), eleven bus routes need to be adjusted to streamline access to the new site — Rialto Avenue between E and F Streets in downtown.

The service proposals, in-

cluding changes made as the result of public comment, are expected to go to the Omnitrans Board of Directors for final approval on May 6.

Here's the public hearing schedule:

Highland: Thursday 9 a.m. — noon, City Council Chambers, 27215 Base Line Rd.

Yucaipa: Thursday 3 p.m. — 6 p.m., Yucaipa Transit Center, 34276 Yucaipa Blvd.

Montclair: March 23, 7 a.m. — 11 a.m., Montclair Transit Ctr., 5091 Richton Road.

Rancho Cucamonga: March 23, 1 p.m. — 4 p.m., City Council Chambers, 10500 Civic Center Dr.

Fontana: March 24, 7 a.m. — 10 a.m., Metrolink Station, 16777 Orange Way

San Bernardino: March 24, 11 a.m. — 2 p.m., San Bernardino Transfer Center, 4th & F St. 3 p.m. — 7 p.m., Omni-

trans, 1700 W. Fifth St.

Chino: March 25, 8 a.m. — 11 a.m., City Council Chambers, 13220 Central Ave.

Fontana: March 25, 3 p.m. — 6:30 p.m., Metrolink Station, 16777 Orange Way

Rancho Cucamonga: March 26, 9:30 a.m. — 1 p.m., Chaffey College Transit Center, 5885 Haven Ave.

Ontario: March 26, 3:30 — 7 p.m., City Hall Community Rooms, 303 East B Street

San Bernardino: March 27, 7 p.m. — 10 a.m., San Bernardino Transfer Ctr., 4th & F St.

You can also submit comments by mail, phone or email — 909-379-7150, PublicComment@Omnitrans.Org or mail to Omnitrans, 1700 West Fifth Street, San Bernardino, CA 92411. The comment period closes April 3.

citydesk@langnews.com

ITEM #           F1          

**DATE:** April 1, 2015

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

**FROM:** P. Scott Graham, CEO/General Manager

**SUBJECT: CEO/GENERAL MANAGER'S REPORT**

April 9, 2015 is STAND UP FOR TRANSPORTATION DAY, a national transportation infrastructure day that highlights the critical need to invest in updating our nation's transportation infrastructure. Omnitrans will be joining transportation agencies and advocates across the nation to raise awareness of the critical need for Congress to pass a long-term, multimodal transportation bill by May 31, 2015, when MAP-21 is set to expire.

To respond to a public comment made at the March 4 Board Meeting regarding a lack of communication with the surrounding community when Omnitrans personnel evacuated their building back in January due to a gas odor and Board Member Hagman's suggested use of social media to notify the community of emergency situations, Omnitrans will establish a secondary Twitter account called "OmnitransAlerts". This account would be set up purely as a newsfeed to push out information as needed. For example, we can let the community know when a fire drill is taking place to alleviate concerns that there is an actual fire. Information on how to opt-in for these news alert will be posted on the Omnitrans website and also published in the newsletter provided to the community surrounding all Omnitrans facilities.

Omnitrans participated in a teleconference with the California Transit Association (CTA) on Friday, March 20, on the latest developments with regard to the litigation involving the State of California's Public Employee Pension Reform Act (PEPRA) and Federal transit "13c" law. The U.S. District Judge found that the Department of Labor (DOL) misinterpreted applicable law and sent the matter back to the DOL for further proceeding consistent with the court order. The Governor's Office is in discussions with the DOL to develop an interim solution (allowing funds to flow while legal process runs its course), but has met with little success. FTA Regional IX Administrator Leslie Rogers is also working with Secretary Fox and Secretary Perez to expedite a resolution. CTA is in the process of gathering data of the impact of the delay in receiving Federal grant dollars and will provide to the DOL.

Since the Veterans Pass Program was established in January, 25,247 veteran trips have been recorded.

PSG:VD

ITEM #         F2        

**DATE:** April 1, 2015

**TO:** Members of the Omnitrans Board of Directors

**FROM:** Alan Wapner, Board Chair

**SUBJECT: APPROVE REVISED EMPLOYMENT AGREEMENT WITH  
CHIEF EXECUTIVE OFFICER/GENERAL MANAGER**

**FORM MOTION**

Approve the Revised Employment Agreement for P. Scott Graham, Chief Executive Office/General Manager, effective February 5, 2015.

**BACKGROUND**

In February 2015, the Board of Directors adopted the Evaluation Form to be used in evaluating the CEO/General Manager, as well as approved the process for which the evaluation would be conducted. Subsequently, the Evaluation Form was then emailed and mailed to all Board Members for completion and responses were returned to Legal Counsel for compilation.

At the March 4, 2015, Board of Directors Meeting, the Board of Directors reviewed the evaluation responses during Closed Session, and announced in Open Session that the Board of Directors appointed the Board Chair and Vice Chair to negotiate recommended changes to the Agreement, and present the revised Agreement for approval at the Board Meeting scheduled April 1, 2015.

In accordance with this direction, Vice Chair Sam Spagnolo and I met with Mr. Graham on Friday, March 6, 2015, to discuss the evaluation and negotiate the terms of his Employment Agreement. The resultant Employment Agreement now requires approval by the Board of Directors.

AW:VD



AMENDED EMPLOYMENT AGREEMENT BETWEEN

OMNITRANS AND P. SCOTT GRAHAM

THIS AGREEMENT (herein "Agreement") is made as of the 5<sup>th</sup> day of February, 2014<sup>5</sup> (the "Effective Date") by and between Omnitrans (herein "OMNITRANS") a governmental entity as employer, and P. Scott Graham (herein "EMPLOYEE") an individual as employee who hereby agree as follows:

I.

RECITALS

A. OMNITRANS is a governmental entity existing pursuant Government Code section 6500, et seq., having the powers and duties therein specified and generally responsible for transportation services within San Bernardino County Valley.

B. EMPLOYEE has been selected by the OMNITRANS Board of Directors ("BOARD") to serve as OMNITRANS's Chief Executive Officer/General Manager. EMPLOYEE shall serve at the pleasure of the Board.

C. The parties have set forth below the terms and conditions of their agreement.

D. This Agreement shall have a term of five years from the Commencement Date. The Commencement date shall be February 5, 2014<sup>5</sup>. The term shall be automatically extended by one year at each Anniversary Date of the Commencement Date unless otherwise terminated.

II.

COMPENSATION

A. Salary.

Commencing on the Commencement Date of this Amended Agreement~~(date of hire)~~, EMPLOYEE's gross salary shall be \$204<sup>2</sup>,000 per year which shall be paid in the manner and at the same times as other salaries of OMNITRANS are paid.

Performance Expectations and Evaluation.

OMNITRANS Board shall review and evaluate the performance of the EMPLOYEE during the month of February of each calendar year during the term of this contract. Said review

and evaluation shall be in accordance with specific criteria developed jointly by OMNITRANS and EMPLOYEE. Said criteria may be added to or deleted from as the Board of Directors may from time to time determine, in consultation with EMPLOYEE. Further, the Chair of the Board of Directors of OMNITRANS shall provide EMPLOYEE with a summary written statement of the findings of the evaluation and provide an adequate opportunity for EMPLOYEE to discuss his evaluation with the Board of Directors in closed session. Annually, OMNITRANS and EMPLOYEE shall define such goals and performance objectives which they determine necessary for the proper operation of OMNITRANS and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives are to be reduced to writing. They shall generally be attainable and capital budgets and appropriations provided.

After each annual evaluation of EMPLOYEE, the OMNITRANS Board shall review the salary level of EMPLOYEE and approve any adjustment of EMPLOYEE's salary as determined by the Board of Directors to be appropriate based on the performance of EMPLOYEE. EMPLOYEE's salary may be adjusted by OMNITRANS annually as of the anniversary date. EMPLOYEE agrees that if management wages are frozen in a given year, no increase would be expected for the CEO/GM in the same fiscal or budget year.

B. Expense Reimbursement.

OMNITRANS shall reimburse EMPLOYEE for reasonable and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official functions for OMNITRANS. OMNITRANS also agrees to pay for the expenses of EMPLOYEE for workshops and seminars that are necessary for his professional development and for the good of OMNITRANS subject to approval by the Chair of the Board of Directors.

General Expenses

OMNITRANS recognizes that certain expenses of non-personal and job-affiliated nature are incurred by EMPLOYEE in conjunction with his responsibilities hereunder and shall reimburse or pay said general expenses in accordance with existing OMNITRANS policy.

C. Benefits.

(1) OMNITRANS Health Benefits: EMPLOYEE shall receive the same benefits package as that offered to OMNITRANS management employees at the Director level as the same may from time to time be established by OMNITRANS, except as listed in C. (2), which shall control over the general benefit provided to management employees.:- The beginning benefits are set forth on Exhibit "A" attached hereto and incorporated herein by this reference.



(2) Exceptions: EMPLOYEE shall receive the following:

(a) Sick Leave: EMPLOYEE shall receive in accordance with Policy 608 an annual accrual of ninety-six (96) hours per year (12 days).

(1) 50% of accrued sick leave may be cashed out at the time of retirement, voluntary, or involuntary separation. This provision will not apply if termination is for cause.

(b) Vehicle: OMNITRANS shall provide EMPLOYEE with a vehicle for his use. The EMPLOYEE shall have the exclusive and unrestricted use, at all times during the term of this Agreement, of an automobile provided by OMNITRANS, provided the EMPLOYEE pays OMNITRANS the sum of \$100 per month. Said automobile shall be a fully equipped, full-sized sedan or similar class/category vehicle, made in America, capable of seating at least five (5) adults, and shall not be required to display exempt license plates. OMNITRANS shall be responsible for providing liability, property damage, and comprehensive insurance. The cost of such insurance premium shall be borne by OMNITRANS. OMNITRANS shall be responsible for paying for the fuel, repair, and maintenance of said automobile.

(c) Vacation: EMPLOYEE shall be entitled to 200 hours (25 days) annual vacation per year. Said amount is based upon his 20 plus years of service in the industry. His vacation shall accrue, and be paid in accordance with OMNITRANS' Policy. EMPLOYEE shall maintain his current Vacation hours that were earned during his prior employment with OMNITRANS.

(d) Deferred Compensation: EMPLOYEE shall receive an OMNITRANS paid contribution to his Deferred Compensation Plan(s) in an amount ~~to meet~~not to exceed the legal maximum ~~\$22,500~~ per year. The amounts contributed by OMNITRANS under this provision shall be subject to the terms and conditions of the plan selected at the EMPLOYEE's option and Internal Revenue Code requirements and shall include the maximum allowed contribution and allowable catch up contributions.

(e) Health Insurance Benefits: EMPLOYEE shall be entitled to receive health benefits ~~(paid for by OMNITRANS)~~ for himself and his eligible family and Family Vision Insurance and Dental Insurance under the same terms as available to other management employees.

(f) Life Insurance: OMNITRANS shall provide a term life insurance policy in the amount of \$300,000 for EMPLOYEE during the term of this contract. EMPLOYEE may also purchase additional life insurance.

(g) Retirement Compensation: Employee shall pay to PERS 5% of compensation toward the Employee contribution. OMNITRANS shall pay to PERS on behalf of EMPLOYEE the ~~remaining full~~ EMPLOYEE contribution as well as the Employer's contribution. It is agreed that as Chief Executive Officer/General Manager, EMPLOYEE shall continue to be enrolled in PERS commencing on the commencement date of this Agreement. The provisions on membership set forth above are contingent on meeting the requirements, laws, rules, regulations and directives of said retirement system (date of hire).

(h) OMNITRANS Transit System pass. Provided by OMNITRANS for self and eligible family.

(i) Holidays. All legal holidays as established by OMNITRANS policy.

D. Term.

This Agreement shall have a term of five years from the Commencement Date. The Commencement Date shall be February 5, 20145. The term shall be automatically extended by one year at each Anniversary Date of the Commencement Date unless otherwise terminated.

### III.

#### DUTIES AND RESTRICTIONS

A. Duties.

Overall Management: EMPLOYEE is the Chief Executive Officer/General Manager for OMNITRANS, its highest staff position, and shall be responsible for the management of all aspects of OMNITRANS operations on a day to day basis, subject only to the policy direction of the BOARD of Directors ("BOARD"). EMPLOYEE's duties and responsibilities shall include:

(1) Supervision of all department heads, departments and employees, including sole authority, except as EMPLOYEE may delegate to staff, to hire and terminate OMNITRANS' employees in accordance with applicable law and OMNITRANS' policies, rules and regulations;

(2) Responsibility for overall management of employee relations matters;

- (3) Establishment of a proposed set of short range goals and a proposed action plan for developing and implementing medium and longer term goals for the organization, to be presented to the BOARD for review and consideration annually;
- (4) Assisting the BOARD in community and public relations matters;
- (5) Monitoring, managing, and overseeing the OMNITRANS budget and the OMNITRANS revenues and expenses;
- (6) Overseeing timely development and presentation to the BOARD of annual proposed budgets;
- (7) Assuming overall responsibility for management of staff and in guiding OMNITRANS toward its BOARD approved goals;
- (8) Assuring that OMNITRANS financial affairs are properly managed, accounted for, and audited, and that appropriate reports thereon are made to the BOARD and to others as required by law;
- (9) Conferring with legislative liaisons regarding legislative matters, monitoring, report on, and making recommendations on legislative activities;
- (10) Attending all regular and special meetings of the BOARD and of BOARD committees and subcommittees as requested, assuming overall responsibility for preparation and presentation of all agendas and staff reports;
- (11) EMPLOYEE, in the performance of his duties and responsibilities, shall work those hours that may be necessary for a full time commitment.
- (12) Representing the BOARD and staff in contacts and communications with the public, member agencies, and other outside agencies and organizations with respect to transit matters and OMNITRANS issues, within the scope of BOARD policies and programs;
- (13) Such other and further activities as the BOARD may from time to time direct; and
- (14) Such other and further activities as EMPLOYEE determines necessary to competently and professionally carry out his job.

B. Restrictions.

- (1) Outside Employment and Activities: EMPLOYEE shall not accept any other employment during the term of this Agreement and shall devote his full time to his OMNITRANS position. EMPLOYEE shall not engage in any outside activities during the term

of this Agreement that generate financial or other conflict of interest with his position as OMNITRANS Chief Executive Officer/General Manager, or the appearance thereof. If EMPLOYEE is not certain whether or not a particular proposed outside activity is permitted under this Agreement, he shall ask the BOARD for a determination thereon before engaging in the activity, and the BOARD shall within thirty (30) days make a determination thereon.

(2) Direction from BOARD: EMPLOYEE shall take direction as to matters of OMNITRANS business only from the BOARD as a whole or from the Chair of the Board of Directors.

#### IV.

#### TERMINATION OF AGREEMENT

This Agreement may be terminated at any time as follows:

A. By OMNITRANS.

OMNITRANS may terminate this Agreement at any time, either with or without cause, by majority vote of the total authorized membership of its BOARD. Termination for cause shall be under one or more of the following paragraphs:

(1) For Cause:

(a) Misconduct: In the event that OMNITRANS has determined, based on an evaluation of facts and circumstances, that there is good cause to terminate this Agreement due to (1) malfeasance, (2) gross negligence, (3) fraud, (4) serious misconduct, or (5) conviction of a felony on the part of EMPLOYEE, OMNITRANS shall give EMPLOYEE notice of termination, which at the option of the BOARD shall either be effective immediately, or the notice shall specify the intent to terminate and the date the termination will become final. In either case the notice shall be accompanied by a statement of the basis for the termination. In the case of a termination that is effective immediately, EMPLOYEE shall have the right to present any rebuttal information to the BOARD, in writing, no later than ten (10) calendar days after the termination. In the event that the BOARD gives notice of an intent to terminate at a future date, EMPLOYEE shall have the right to present any rebuttal information to the BOARD, in writing, prior to the effective date of the termination. In either case, EMPLOYEE shall have the right to a hearing before the BOARD, in open or closed session as authorized by the Brown Act, within fourteen (14) days following termination. The BOARD shall review any rebuttal information provided by EMPLOYEE and any other relevant

material and shall then determine whether to uphold the termination or to rescind it. The BOARD's decision shall be final.

(b) **Material Uncorrected Failure to Perform:** In the event that OMNITRANS has determined, based on an evaluation of facts and circumstances, that there is good cause to terminate this Agreement that does not rise to the level of seriousness addressed above in subparagraph IV(A)(1)(a), such as (1) a repeated material failure to meet stated, reasonable performance objectives that is within EMPLOYEE's control to correct but which is not corrected in spite of notice of necessary corrective action, (2) uncorrected, repeated, material failure to present a positive public and media image on behalf of OMNITRANS, in spite of notice and opportunity to correct the deficiency, (3) or other uncorrected material failure in performance, OMNITRANS may terminate the Agreement for cause under this subparagraph. Provided however, OMNITRANS (1) first gives notice to EMPLOYEE in writing of the alleged failure in performance and a reasonable opportunity to cure the problem, and (2) gives EMPLOYEE a reasonable opportunity to present evidence to the BOARD in rebuttal to any alleged failure in performance or of any extenuating circumstances showing that the failure was beyond the control of EMPLOYEE, and (3) OMNITRANS will not terminate for cause under this subparagraph IV(b) unless it determines that EMPLOYEE is either incapable or unwilling to correct the perceived problem in spite of having had warnings and a reasonable opportunity to cure the problem, and that the evidence in support of the grounds for termination is substantial taking into account all of the information available to the BOARD, including any evidence presented by EMPLOYEE.

(c) **No Severance Benefits:** In the event that this Agreement is terminated by OMNITRANS pursuant to this Paragraph IV(A)(1)(a) or (b), EMPLOYEE shall not be entitled to any severance benefits under this Agreement or under any other provision of law or OMNITRANS policy or procedure.

B. EMPLOYEE.

EMPLOYEE may terminate this Agreement at any time, with or without cause, by (1) giving OMNITRANS six (6) months advance written notice of his intent to terminate, or sooner by mutual agreement. In the event that EMPLOYEE exercises his right to terminate, or sooner by mutual agreement under this subparagraph IV(B) he shall not be entitled to the severance benefits set forth under Paragraph V or to any other similar termination benefits under law or OMNITRANS rules and regulations, provided however, that EMPLOYEE shall be entitled to payment for any unused vacation and sick leave earned and unused at the time his notice of termination is effective and in compliance with policy.

V.

SEVERANCE PAY: EARLY TERMINATION

OMNITRANS shall have the right to terminate EMPLOYEE's employment at any time during the term of this Agreement, with or without cause. In the event that EMPLOYEE's employment is terminated by OMNITRANS, except if terminated in accordance with subparagraph IV(A)(1)(a) or (b), EMPLOYEE shall be entitled to the severance benefits stated in this Paragraph V upon execution of an agreement with a general waiver of claims, as follows:

A. Computation: Items Included.

Severance benefits under this paragraph V shall be computed based upon EMPLOYEE's monthly base salary in effect at the time of termination.

B. Amount of Severance.

The amount of severance benefits shall be (1) a lump sum equal to the value of EMPLOYEE's monthly base salary at the time of termination times six (6) months and (2) continued payment by OMNITRANS of health and dental benefits in favor of EMPLOYEE and his eligible family for six (6) months, the duration of the severance benefits or until EMPLOYEE is re-employed, whichever is sooner.

C. Separately Negotiated: Waiver.

The parties expressly acknowledge and agree that these severance pay provisions have been independently negotiated. Acceptance at the time of termination by EMPLOYEE of the severance pay benefits provided by this paragraph shall operate as a full and complete waiver and release of any and all rights, claims, and/or causes of action which EMPLOYEE may have, or have had, at any time, in the past or in the future, arising out of EMPLOYEE's employment by OMNITRANS including but not limited to claims for wrongful termination. If EMPLOYEE wishes to retain any such rights, EMPLOYEE must decline to accept the severance benefits provided by this paragraph.

Acceptance of the severance benefits under this paragraph will operate as a general release on the part of EMPLOYEE as to all claims, known or unknown, and EMPLOYEE specifically waives the provisions of California Civil Code Section 1542 which provides:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”**

Employee agrees to execute a separate release and waiver of all claims against OMNITRANS prior to any payment of severance benefits.

## VI.

### MISCELLANEOUS PROVISIONS

#### A. General Law.

This Agreement shall be interpreted and enforced in conformance with California law.

#### B. Entire Agreement.

This Agreement together with the exhibits represents the entire agreement between the parties and supersedes any prior agreements, written or oral, any and representations, written or oral, not expressly included herein.

#### C. Venue.

The venue for any litigation to interpret or enforce this Agreement shall be San Bernardino County Superior Court.

#### D. Integration Clause.

If any part, provision, paragraph or subparagraph of this Agreement shall be held to be void or unenforceable by a final judgment of a court of competent jurisdiction, then unless that provision is found in such proceeding to be material to this Agreement, said void or unenforceable provision shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect. In the event that the void or unenforceable provision is found to be material to this Agreement then the entire Agreement shall be voided.

E. Independent Review: Interpretation.

EMPLOYEE and OMNITRANS affirm in signing this Agreement that they have each had an opportunity to review and consider this Agreement and to have it reviewed and to receive advice from independent advisors of their own choosing, including attorneys, and that each knowingly and voluntarily enters into this Agreement. EMPLOYEE and OMNITRANS further affirm that this Agreement was the mutual product of their negotiations, including give and take, and that neither party shall be considered the drafter of this Agreement such that the Agreement is interpreted against that party.

F. Public Record.

EMPLOYEE acknowledges that this Agreement, upon final execution, will become a public record under California law available for public inspection and copying.

G. Counterparts.

This Agreement may be signed in counterparts.

Dated: \_\_\_\_\_

OMNITRANS

By: \_\_\_\_\_  
Chair of the BOARD

APPROVED BY BOARD ACTION DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
EMPLOYEE

APPROVED AS TO FORM:

Dated: _____	JEAN-RENE BASLE County Counsel
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	<hr/> CAROL A. GREENE Deputy County Counsel.
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## **EXHIBIT A**

### **BEGINNING BENEFITS**

~~Management employee comprehensive medical benefit premiums, including eligible dependent coverage, are paid at 100% by the Agency. Medical benefits become effective the first of the month following 90 days. The Agency offers a choice of PacifiCare or Kaiser, both have a \$100 co-pay. Enclosed please find the summaries of coverage and enrollment plans. The health plans are under the Teamsters Trust and tied to the Memorandum of Understanding with the Teamsters. The plans include dental coverage through Liberty. Vision coverage is through VSP included with the Teamsters plan. Therefore, your date of coverage for health, etc., would be \_\_\_\_\_.~~

~~You will also be covered under the California State Public Employees' Retirement System (PERS—2% at 55) beginning on your first day of employment and become vested after 5 years of continuous service. Omnitrans will pay both the employer and employee contributions to the plan for all Management employees which equals to 17.139% of salary as of this current date.~~

~~Management employees can participate in a ICMA 457 deferred compensation plan, as stated in your contract the Agency will pay \$10,000. Annually towards your contribution. The contribution maximum for 2010 is \$16,500 with a catch up provision of \$5,500 for a maximum of \$22,000 per calendar year. There are other options available in your packet.~~

~~Life Insurance—This position receives term life insurance fully paid by the Agency at Group 1 level in the amount of \$300,000. And is with The Standard Insurance Company. Enrollment form and Beneficiary must be completed and submitted.~~

~~Agency pays Long Term Disability for the CEO/GM at a Group 1 level. Monthly Benefit is 70% of the first \$14,286 of monthly pre-disability earnings subject to policy.~~

~~Employees can participate in a voluntary Flex 125 Medical and Dependent Spending Plan as well as an Agency sponsored Employee Wellness Club at the transit facilities.~~

~~Agency offers voluntary dental plans with SafeGuard Health Plans, Inc., NX 115 or CENB7 110 and Delta #00923-0001 (PMI) that are offered outside of Liberty Dental at the employee's expense.~~

~~We also provide our employees with 11 fully paid Holidays.~~

~~We are excited that you accepted this contingent offer of employment, we will continue to the physical and drug screening. The background portion of the selection process has been completed. All candidates are required to pass each portion of the selection process to be~~

~~eligible to continue to the next phase. If you have any further questions or concerns, please feel free to contact me at (909) 379-7261~~

#### ~~Additional Life Insurance~~

~~Dependent Life: Coverage amount is \$1,000. Monthly fee is \$44 (no matter how many dependents are covered). Paid by employee~~

~~Spouse Life: Coverage amount is \$2,000. Monthly fee is \$90. Paid by employee.~~

~~Spouse plus dependent Life: Coverage amounts are the same as above. Monthly fee remains \$.90. Paid by employee.~~

#### ~~Optional Term Life Insurance:~~

~~Employee may apply for up to \$25,000. Rates are based on coverage amount elected, and paid by the employee.~~

~~Per the MOU (Article 34) Coach Operators may apply for optional term life (not greater than \$20,000) if they have remaining benefit dollars. Any portion not covered by remaining benefit dollars will be paid for by the employee.~~

ITEM # \_\_\_\_\_ F3

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Wendy Williams, Director of Marketing & Planning

**SUBJECT:** **SAN BERNARDINO TRANSIT CENTER  
AMENDMENT TO FUNDING AGREEMENT WITH SANBAG**

**FORM MOTION**

Authorize the CEO/General Manager to de-obligate \$300,000 of funding from the Ontario Transit Center and re-obligate it to the San Bernardino Transit Center project.

Authorize the CEO/General Manager to execute Amendment 1 to the Funding Subgrantee Agreement for the San Bernardino Transit Center Bus Facility with the San Bernardino Associated Governments (SANBAG).

*Omnitrans' legal counsel has reviewed and approved the agreement.*

**BACKGROUND**

On December 4, 2013, the Board of Directors approved the Funding Subgrantee Agreement for the San Bernardino Transit Center Bus Facility with the San Bernardino Associated Governments (SANBAG). Under this agreement, Omnitrans passed through federal and local funds to SANBAG, in an amount not to exceed \$19,769,690; and SANBAG contributed \$3,747,593, for a total project budget of \$23,517,283.

Under this agreement, SANBAG took the lead on design and construction of the Omnitrans Facility, consisting of 22 bus bays, a transit building, and on-site and off-site improvements. The facility is currently expected to open for operation in early September 2015.

Since the Funding Subgrantee Agreement was approved, several unanticipated costs have arisen. Within Amendment 1, Omnitrans is providing **\$1,900,000** of additional pass-through funds to SANBAG to provide for the below-listed items. With the addition of the \$1,900,000 from Omnitrans, the new total cost for the San Bernardino Transit Center project is \$25,417,283.

- **Additional contingency needed (\$300,000)** – When construction began, the Transit Center project had a 5% construction contingency set aside (approximately \$500,000), as well as an extra \$2 million set aside that was left over because the construction bid of the lowest bidder, Kemp Brothers, came in \$2 million under the estimate.

All of the remaining funds and contingency have since been allocated for unanticipated cost increases. The majority of the added cost came from right-of-way negotiations for several needed properties. Some of the added cost is also attributed to clarifications of Omnitrans' needs that were not clear in the specifications, such as transparent trash receptacles, additional public address speakers, concrete bench revisions, and WiFi access points. A portion of the added cost was also attributed to additional requests from Omnitrans, including rough-in of conduit for emergency generator and rerouting conduit for ticket vending machines.

- **Electronic real-time bus arrival variable message signs (\$730,000)** – The installation of electronic real-time arrival signs at each of the 11 bus shelters on the Transit Center site was erroneously omitted from the specifications and cost estimate for the Transit Center (created by SANBAG's design firm HDR).
- **Emergency generator (\$440,000)** – An emergency generator was planned for Phase 2 of the Transit Center, according to the phasing plan and 15% design concept approved by the SANBAG Board of Directors on November 7, 2012 (as recommended by SANBAG's Commuter Rail and Transit Committee on October 18, 2012). Omnitrans staff since determined that an emergency generator is needed upon opening of the Transit Center to maintain proper functioning of the security equipment and IT equipment in the event of a power outage.
- **Security fence (\$430,000)** – Omnitrans staff has determined that a perimeter fence with gates will be needed to close off the perimeter of the Transit Center during night-time hours (approximately 11pm to 4am) when bus service is not operating, as a security measure to help regulate activity on the Transit Center site. The fence was not included in the original design of the Transit Center.

In Amendment 1 to the Agreement, SANBAG is also committing to use **\$372,320** of SANBAG local funds (already included in project budget) to reimburse Omnitrans for the cost of furnishings, fixtures, and equipment that Omnitrans will purchase for the facility. The amendment to the agreement outlines the roles and responsibilities of SANBAG and Omnitrans in this reimbursement arrangement.

## **FUNDING SOURCES**

Omnitrans will be passing through the following funding to SANBAG for completion of design and construction of the Omnitrans Facility at the SBTC, in an amount not to exceed **\$1,900,000**. The costs associated with this project are budgeted from capital funds and will have no impact on Omnitrans' ability to operate.

Out of the \$1,900,000 of pass-through funds, **\$300,000** is proposed to be de-obligated from the Ontario Transit Center project and re-obligated to the San Bernardino Transit Center project. These funds were originally set aside for an off-street transit center in Ontario's Civic Center; due to lack of space the scope of the transit center project was reduced to on-street bus stop improvements and bus shelter installations (completed in late 2012), leaving unspent funds remaining.

<b>FUNDING</b>	<b>GRANT</b>	<b>YEAR</b>	<b>PROJECT NAME</b>	<b>INTERNAL ORDER</b>	<b>AMOUNT</b>
<b>DE-OBLIGATE</b>					
<b>Federal</b>					
FTA	CA-90-Z009	FY 2013	Ontario Transit Center	H1330902F	\$ 240,000
<b>Local</b>					
Prop 1B	TBD	FY 2013	Ontario Transit Center	TBD	\$ 60,000
<b>Subtotal</b>					<b>\$ 300,000</b>
<b>RE-OBLIGATE</b>					
<b>Federal</b>					
FTA	CA-90-Z009	FY 2013	San Bernardino Transit Center	H1330902F	\$ 240,000
<b>Local</b>					
Prop 1B	TBD	FY 2013	San Bernardino Transit Center	TBD	\$ 60,000
<b>Subtotal</b>					<b>\$ 300,000</b>
<b>ADDITIONAL FUNDING SOURCES</b>					
<b>Federal</b>					
FTA	CA-90-Z112	FY 2010	Bus Arrival System	D1022002F	\$ 360,016
FTA	CA-90-Y850	FY 2011	Bus Arrival System	D1122005F	\$ 280,000
FTA	CA-90-Y850	FY 2011	Transit Enhancements	H1130901F	\$ 101,130
FTA	CA-90-Y939	FY 2012	Transit Enhancements	H1230901F	\$ 124,000
FTA	CA-90-Z009	FY 2013	Transit Enhancements	H1330901F	\$ 220,000
FTA	CA-90-Z112	FY 2014	Transit Enhancements	H1430901F	\$ 200,000
<b>Subtotal Federal</b>					<b>\$ 1,285,146</b>

<b>Local</b>					
STA	13-10-OMN-B	FY 2010	Bus Arrival System	D101B002S	\$ 90,004
STA	11-03-OMN-B	FY 2011	Bus Arrival System	D1122005S	\$ 70,000
STA	11-03-OMN-B	FY 2011	Transit Enhancements	H1130901S	\$ 18,600
STA	13-10-OMN-B	FY 2012	Transit Enhancements	H1230901S	\$ 31,250
STA	13-10-OMN-B	FY 2013	Transit Enhancements	H1330901S	\$ 55,000
Prop 1B	TBD	FY 2014	Transit Enhancements	H1430901B	\$ 50,000
<b>Subtotal Local</b>					<b>\$ 314,854</b>
<b>Total Federal</b>					<b>\$ 1,525,146</b>
<b>Total Local</b>					<b>\$ 374,854</b>
<b>TOTAL</b>					<b>\$ 1,900,000</b>

\_\_\_\_\_ Verification of Funding Source and Availability of funds  
(Verified and initialed by Finance)

## **CONCLUSION**

Staff recommends that the Board authorize the CEO/General Manager to de-obligate \$300,000 of funding from the Ontario Transit Center and re-obligate it to the San Bernardino Transit Center project, and authorize the CEO/General Manager to execute Amendment 1 to the Funding Subgrantee Agreement for the San Bernardino Transit Center Bus Facility with the San Bernardino Associated Governments (SANBAG). The Amendment is needed in order to complete the facility in line with the expected September 2015 opening date.

PSG:WW:AR

Attachment

## AMENDMENT NO. 1

### SANBAG CONTRACT NO. R 14070 - SAN BERNARDINO TRANSIT CENTER (SBTC) FUNDING SUBGRANTEE AGREEMENT

BY AND AMONG

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

OMNITRANS

This Amendment No. 1 to the above entitled Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission, (“**SANBAG**”) and Omnitrans, a joint powers public transit agency (“**Omnitrans**”).

#### RECITALS

- A. The San Bernardino Transit Center (SBTC) Funding Subgrantee Agreement (“**Agreement**”) was entered into between the parties on December 4, 2013, and sets forth the respective responsibilities of SANBAG and Omnitrans relative to the development and construction of the San Bernardino Transit Center (“**Project**”), as said project is further described in the Agreement.
- B. Since the Agreement was signed, \$1.9 million of additional costs were identified for additional needed contingency, electronic real-time bus arrival variable message signs, an emergency generator, and site perimeter fencing. Omnitrans is providing an additional \$1.9 million of pass-through funds to SANBAG to cover these costs.
- C. These funds are available from Omnitrans’ Federal Transit Administration 5307 funds (CFDA 20.507), State Proposition 1B, and State Transit Assistance Funds. The grant numbers are outlined in the table in Section 3.2 as amended.
- D. Additionally, the SANBAG funds sources are being updated.
- E. SANBAG will reimburse Omnitrans for furnishings, fixtures, and equipment for the Omnitrans Facility, utilizing SANBAG Local Transportation Funds, in an amount not to exceed \$372,320, which is a part of SANBAG’s total contribution.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1.0 **Section 1.4** is amended as follows:

The total cost for the Omnitrans Facility, including planning, design, right-of-way and construction, is estimated at ~~\$23,517,283~~ **\$25,417,283**.



2.0 **Section 2.2** is amended as follows:

To permit the Omnitrans Facility Project to move forward despite the loss of funds and increased costs due to the defaults of the City and EDC, SANBAG shall provide, to the extent such funds are and remain available to SANBAG and budgeted for the Omnitrans Facility by SANBAG's Board of Directors, an amount not to exceed ~~\$3,747,593~~ **\$2,755,593** from the funding sources shown in the table below.

<b>Fund Source</b>	<b>Grant Number</b>	<b>Amount</b>
<del>SANBAG FHWA Transportation Enhancement Funds*</del>	<del>CA-90-Z121</del>	<del>\$ 992,000</del>
SANBAG Local Transportation Funds		<del>\$ 320,000</del> \$2,136,986
SANBAG State Proposition 1B Security		\$500,000
SANBAG State Transit Assistance Funds-Population		<del>\$ 1,935,593</del> \$118,607
<b>Total</b>		<del>\$3,747,593</del> <b>\$2,755,593</b>

**\* The FHWA Transportation Enhancement Funds were “flexed” from the Federal Highway Administration (FHWA) to the Federal Transit Administration (FTA) and converted to transit funds as contemplated in Section 3.3 of the Agreement; these funds are now shown on the table of funding sources Omnitrans is passing through to SANBAG in Section 3.2 as amended below.**

3.0 The following sections will be added to the Agreement:

**Section 2.17 SANBAG will reimburse Omnitrans for furnishings, fixtures, and equipment for the Omnitrans Facility, utilizing SANBAG Local Transportation Funds, in an amount not to exceed \$372,320, which is part of SANBAG's total contribution listed in the above table. SANBAG will reimburse Omnitrans in conformity with the following procedure:**

**a. Omnitrans shall submit a Disbursement Request to SANBAG, which shall consist of a written invoice specifying the amount requested to be disbursed, the purpose of the disbursement, and such additional supporting documentation and background information as SANBAG may reasonably require (“Disbursement Request”), including the following:**

**1. The total amount incurred;**

2. A detailed breakdown of labor, material, and direct costs, including backup information as necessary to satisfy SANBAG audit requirements.

b. Each Disbursement Request shall be accompanied by a written certification by Omnitrans that such Disbursement will not constitute any violation of the terms of the Agreement, or Applicable Law, and will meet the requirements of the California Transportation Development Act, and that Omnitrans will use the Disbursement for the purpose indicated in the Disbursement Request.

c. Within five (5) business days of the receipt of a Disbursement Request and accompanying certification, SANBAG shall notify Omnitrans as to any additional supporting documentation and background information it requires.

d. SANBAG shall: (i) disburse all or that portion of the requested funds which it reasonably believes it can disburse without violating the terms of the Agreement, or Applicable Law, and will meet the requirements of the California Transportation Development Act; and (ii) if applicable, notify Omnitrans why it reasonably believes that it is unable to disburse some or all of the requested funds without violating the terms of either the grant or of Applicable Law.

e. SANBAG shall have no liability to Omnitrans for any refusal to disburse funds so long as SANBAG has acted in good faith and reasonable belief that such disbursement of funds would constitute a violation of the terms of the Agreement, or of Applicable Law, and will meet the requirements of the California Transportation Development Act. SANBAG, upon receipt of a legal opinion upon which SANBAG can reasonably rely supporting the disbursement, will release the requested funds within five (5) days.

4.0 Section 3.2 is amended as follows:

Omnitrans shall provide to SANBAG an amount not to exceed ~~\$19,769,690~~ **\$22,661,690** from the funding sources shown in the table below, to the extent that such funds are and remain available to Omnitrans and are budgeted to the Omnitrans Facility by Omnitrans' Board of Directors:

Fund Source	Fiscal Year	Grant Number	Amount
Contract C12117			\$ 6,943,261
Omnitrans Federal Transit Administration 5309	2011	CA-04-0229	\$ 3,000,000

Omnitrans Federal Transit Administration 5309	2012	CA-04-0229	\$ 5,300,000
Omnitrans Local Transportation Fund			\$ 966,197
Omnitrans State Transit Assistance Funds-Population			\$ 153,896
Omnitrans State Proposition 1B PTMISEA*			\$ 3,406,336
<b>SANBAG FHWA Transportation Enhancement Funds flexed to Omnitrans Federal Transit Administration 5307 funds</b>	<b>2014</b>	<b>CA-95-X297</b>	<b>\$ 992,000</b>
<b>Omnitrans Federal Transit Administration 5307</b>	<b>2014</b>	<b>CA-90-Z112</b>	<b>\$ 200,000</b>
<b>Omnitrans Federal Transit Administration 5307</b>	<b>2013</b>	<b>CA-90-Z009</b>	<b>\$ 460,000</b>
<b>Omnitrans Federal Transit Administration 5307</b>	<b>2012</b>	<b>CA-90-Y939</b>	<b>\$ 124,000</b>
<b>Omnitrans Federal Transit Administration 5307</b>	<b>2011</b>	<b>CA-90-Y850</b>	<b>\$ 381,130</b>
<b>Omnitrans Federal Transit Administration 5307</b>	<b>2010</b>	<b>CA-90-Z112</b>	<b>\$ 360,016</b>
<b>Omnitrans State Proposition 1B PTMISEA*</b>	<b>2013</b>	<b>TBD</b>	<b>\$ 110,000</b>
<b>Omnitrans State Transit Assistance Funds</b>	<b>2013</b>	<b>13-10-OMN-B</b>	<b>\$ 55,000</b>
<b>Omnitrans State Transit Assistance Funds</b>	<b>2012</b>	<b>13-10-OMN-B</b>	<b>\$ 31,250</b>
<b>Omnitrans State Transit Assistance Funds</b>	<b>2011</b>	<b>11-03-OMN-B</b>	<b>\$ 88,600</b>
<b>Omnitrans State Transit Assistance Funds</b>	<b>2010</b>	<b>13-10-OMN-B</b>	<b>\$ 90,004</b>
<b>Total</b>			<b>\$ 19,769,690</b> <b>\$22,661,690</b>

\* Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA)

5.0 The following sections will be added to the Agreement:

**Section 3.7 Omnitrans shall be responsible for all duties relative to the purchase of the furnishings, fixtures, and equipment for the Omnitrans Facility, including, but not limited to, complying with all requirements of SANBAG's Local Transportation Funding (California Transportation Development Act) with all due diligence and in a skillful and competent manner.**

**Section 3.8 Omnitrans will be responsible for providing all information required by SANBAG for progress reporting and invoicing of SANBAG's Local Transportation Funding for fixtures, furnishings, and equipment for the Omnitrans Facility.**

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

SANBAG

OMNITRANS

By: \_\_\_\_\_  
Raymond Wolfe  
Executive Director

By: \_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
SANBAG General Counsel

By: \_\_\_\_\_  
Eric Vail  
Omnitrans Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ITEM # F4

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE CONTRACT AMENDMENT 1 – CONTRACT IPMO13-145  
MANAGED ROUTER SERVICES FOR VERIZON SERVICES – sbX E  
STREET CORRIDOR BRT PROJECT AND SAN BERNARDINO  
TRANSIT CENTER**

### **FORM MOTION**

Authorize the CEO/General Manager to execute Amendment 1 to contract IPMO13-145 with Verizon Business Services, of Basking Ridge, NJ, for Managed Router Services, and Transparent Local Area Network (LAN) Services to add services at San Bernardino Transit Center and increase the contract by \$117,971, plus a 10% contingency of \$11,797 for total not-to-exceed amount of \$1,678,785.95. There is no increase to the CAP.

### **BACKGROUND**

On June 5, 2013, the Board of Directors authorized the CEO/General Manager to award Contract IPMO13-145 to provide routers with internet and networking capabilities. This capability includes internet protocol (IP) based voice, data and video services, broadband fixed wireless access service, fiber optic services, and other wireless and landline telecommunication services. The information relayed from station to station and the management of information is known as managed router solutions.

Flexibility was built into the contract to accommodate additional service needed at other Omnitrans locations. Now that construction is nearly complete on the San Bernardino Transit Center (SBTC) with an anticipated opening date set for early September, internet and fiber services and a router to manage the services need to be installed to support operations.

The amendment includes a monthly re-occurring charge of \$1,921.80 and a one-time fee of \$25,724.35 for hardware/set-up. The hardware/set-up fee will be absorbed by the Capital Funding of the SBTC project. The yearly and maintenance operational costs will be funded through the Information Technology Service Department on a fiscal year basis.

In accordance with FTA Circular 4220.1F, Section VI-17, procurement by noncompetitive proposals may be used when the manufacturer is the sole provider of the items compatible with existing equipment/systems and when the equipment/systems are not interchangeable with similar parts and equipment from other manufacturers. Verizon Business Services, Inc. is the Original Equipment Manufacturer (OEM) and sole manufacturer and seller of these services.

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

### **FUNDING SOURCE**

The annual operating cost associated with this service is budgeted in the Information Technology Department's Operating budget as follows:

Department                1320  
Expenditure Code        505170

Funding for the Capital Expenses of this procurement is as follows:

<b>FUNDING</b>	<b>GRANT#</b>	<b>FISCAL YEAR</b>	<b>PROJECT NAME</b>	<b>AMOUNT</b>
LTF	D25 22002L	2015	San Bernardino Transit Center	\$25,724.35

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

### **CONCLUSION**

Approval of this contract amendment will allow Omnitrans to be fully operational in early September 2015.

PSG:JMS:KT

ITEM # \_\_\_\_\_ F5 \_\_\_\_\_

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD - CONTRACT MNT15-04  
ARCHITECTURAL AND ENGINEERING (A&E) SERVICES**

**FORM MOTION**

Authorize the CEO/General Manager to award Contract MNT15-04 to STV, Inc., of Rancho Cucamonga, CA, for the provision of Architectural and Engineering (A&E) Services on an on-call as-needed basis beginning March 2015 for a three-year base period and the authority to exercise two single option years, ending no later than March 2020 in a not-to-exceed amount of \$2,007,580, plus a ten percent contingency of \$200,758, for a total not-to-exceed amount of \$2,208,338, if all option years are exercised.

**BACKGROUND**

Omnitrans requires a “full service” architectural and engineering (A&E) firm to assist with a variety of capital improvement projects (CIP) scheduled throughout the next five years. The availability of A&E services allows the Agency better efficiencies in bringing capital projects from conception to completion without conducting separate A&E solicitations for each project. Major projects requiring A&E services, such as the upcoming West Valley Connector Corridor, were not a part of this solicitation.

On November 5, 2014, Omnitrans’ Board of Directors authorized release of Request for Qualifications RFQu-MNT15-04. Notices were published in two local newspapers of general circulation and posted on Omnitrans’ online bidding system.

Six responses were received prior to the December 23, 2014 deadline. Five were deemed responsive. As required by the Brooks Act and in accordance with Procurement Procedure 4070-1, the firms were evaluated only on their professional qualifications and technical competence as detailed in evaluation criteria listed in the RFQu. All were found technically qualified and invited to participate in a presentation and interview.

The following firms are ranked from highest to lowest:

<b>Criteria</b>	<b>Points Possible</b>	<b>STV</b>	<b>Mark Thomas</b>	<b>RNL</b>	<b>Owen Group</b>	<b>JC Chang</b>
Experience and technical competence	45	44.4	41.8	40.2	38	38.8
Professional Qualifications	25	24	23.6	23.8	23.2	22.6
Capacity to Accomplish Work	20	18.6	18.2	16.4	18	18.2
Location in geographic area and knowledge of locality of projects	10	9.8	8.6	8.8	9.6	8.6
<b>Total</b>	<b>100</b>	<b>96.8</b>	<b>92.2</b>	<b>89.2</b>	<b>88.8</b>	<b>88.2</b>

Of the 100 points possible, STV Inc., was awarded 96.8 points and thereby determined to be most qualified. As a full-service A&E firm, their resources and processes best suit Omnitrans needs. They are located in Omnitrans' service area, are very familiar with local code requirements, and have strong facilities and transit experience. STV Inc. currently provides on-call A&E services to North Counties Transit District, Caltrans, LA Metro and OCTA. Staff requested a cost proposal from STV, Inc., and entered into negotiations on February 23, 2015. STV's Best and Final Offer reduced their fully-burdened hourly rates to match rates currently paid on the Vehicle Maintenance Facility Modification A&E Contract IPMO11-1, and annual escalation was reduced from three percent to two percent.

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

### **FUNDING SOURCES**

Funding for this solicitation is included in each project's approved budget as defined in Omnitrans' Capital Plan.

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

### **CONCLUSION**

By approving award of this contract, Omnitrans will have access to on-call A&E services for its construction projects scheduled for the next five years.

PSG:JMS:CVM





## CONTRACT AGREEMENT

between

STV Incorporated  
9130 Anaheim Place, Suite 210  
Rancho Cucamonga, CA 91730

(hereinafter "CONSULTANT")  
Telephone: 909-481-1370  
Email: david.borger@stvinc.com

And

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

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

### CONTRACT DOCUMENTS

**CONTRACT NO.**  
**MNT15-04**

**Architectural and Engineering (A&E)  
Services**

Contract Amount:

Not to Exceed \$1,284,540

Omnitrans Project Managers:

Name: Mark Montgomery

Title: Facilities Manager

Telephone: (909) 379-7175

Email:

[mark.montgomery@omnitrans.org](mailto:mark.montgomery@omnitrans.org)

and

Name: Anna Jaiswal

Title: Development Planning Manager

Telephone: (909) 379-7256

Email: [anna.jaiswal@omnitrans.org](mailto:anna.jaiswal@omnitrans.org)



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ATTACHMENT A – SCOPE OR WORK

ATTACHMENT B – FEE SCHEDULE

ATTACHMENT C - REGULATORY REQUIREMENTS

ATTACHMENT D – SPECIAL PROVISIONS

This Agreement is made and entered into as of this \_\_\_\_\_ by and between Omnitrans (hereinafter referred to as "OMNITRANS") and STV Incorporated (hereinafter referred to as "CONSULTANT").

## **RECITALS**

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities Code with power to contract for services described in Exhibit A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONSULTANT 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. CONSULTANT shall 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. Work will be requested on a task-order basis
- C. CONSULTANT shall provide all deliverables as listed in the Scope of Work.
- D. 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 consultant or entity. CONSULTANT will cooperate fully with OMNITRANS' staff or other consultant 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 the execution of this Agreement and continue three years through \_\_\_\_\_, unless terminated as specified in Paragraphs 10 and 11. 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 CONSULTANT'S 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 and two option years.

### **3. CONTRACT OPTIONS**

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

### **4. COMPENSATION**

For CONSULTANT's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONSULTANT on a FIXED PRICE basis at the fully-burdened rates stated in Attachment B, Fee Schedule in accordance with the provisions of this Section, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Million, Two Hundred Eighty-Five Thousand, Five Hundred and Forty (\$1,285,540), including all amounts payable to CONSULTANT 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. CONSULTANT shall invoice OMNITRANS on a monthly basis no later than the 15<sup>th</sup> of each month. CONSULTANT shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

B. CONSULTANT shall submit invoices in duplicate to:

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

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

- Contract number
- Purchase Order number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Unit Price, extended price and applicable taxes
- Information as requested by OMNITRANS

C. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager. Capital Projects are paid on the first Thursday of each month.

D. In the event OMNITRANS should overpay CONSULTANT, 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, CONSULTANT shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONSULTANT under this Agreement or any other Agreement between OMNITRANS and CONSULTANT.

## **6. TASK ORDERS**

For each project, OMNITRANS' will prepare and submit a task order to CONSULTANT. The task order will identify the project and list the scope requirements. The scope will be based on those requirements listed in Attachment A – Scope of Work and will identify only those tasks that are required for that particular project. CONSULTANT will submit a lump sum price proposal, including a breakdown by milestones. The milestones may be used as the basis for tracking work and making payments. Omnitrans reserves the right to review the details that went into the proposal, such as the positions used or the number of work hours tasked and these may be negotiated. Upon agreement by both parties, the task order will be finalized and a Notice to Proceed will be issued.

## **7. AUDIT AND INSPECTION OF RECORDS**

CONSULTANT 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 CONSULTANT for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONSULTANT to dispose of material prior to this time.

## **8. NOTIFICATION**

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

To OMNITRANS:

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn: Christine Van Matre,  
Contract Administrator  
(909) 379-7122

To CONSULTANT:

STV Incorporated  
225 Park Avenue South  
New York, NY, 10003  
Attn: William Matts, Executive Vice  
President  
(212) 614-3301

## **9. OMNITRANS' AND CONSULTANT'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 Managers: Mark Montgomery, Facilities Manager and Anna Jaiswal, Development Planning Manager

- 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 CONSULTANT which have not been performed to OMNITRANS' satisfaction.
  3. Subject to the review and acceptance by OMNITRANS, negotiate with CONSULTANT 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. Consultant's Key Personnel**

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

<u>Name</u>	<u>Role</u>
David Borger, Senior Vice President	Principal in Charge
Mark Peterson, Vice President	Project Manager

Any propose/substitution or replacement by Consultant of Consultant'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 CONSULTANT based on OMNITRANS' confidence and reliance on the expertise of CONSULTANT's key personnel described above. CONSULTANT shall not reassign key personnel or assign other personnel to key personnel roles until CONSULTANT obtains prior written approval from OMNITRANS.

**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 CONSULTANT specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONSULTANT 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 CONSULTANT fails to perform any of the provisions of this Agreement or fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONSULTANT written notice of such default. If CONSULTANT 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 CONSULTANT's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

## 13. SUBCONTRACTING

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

Subconsultant's	Work to Be Performed
Diaz Yourman & Associates	Geotechnical
Independent Roofing Consultants	Roofing Consulting
Jacobus & Yuang, Inc.	Cost Estimating
Lerch Bates, Inc.	Elevator Consulting
Raymundo Engineering Co. Inc.	CNG Fueling Systems
Wilson & Company	Surveying

## 14. INDEPENDENT CONSULTANT

CONSULTANT's relationship to OMNITRANS in the performance of this Agreement is that of an independent Consultant. CONSULTANT's personnel performing Work under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of OMNITRANS. CONSULTANT 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, CONSULTANT shall maintain the following minimum insurance coverage, which shall be full-coverage insurance

not subject to self-insurance provisions. CONSULTANT 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. **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- D. **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- E. **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

CONSULTANT 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 CONSULTANT) arising from or connected with any alleged act and/or omission of CONSULTANT, its officers, directors, employees, agents, Subconsultants 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, CONSULTANT shall perform the Work, as amended.

Price Adjustments:

- A. Any change in the contract that causes an increase or decrease in cost to Omnitrans, or the time required for the performance of the contract, must be approved as prescribed herein.
- B. An equitable adjustment in the compensation and schedule will be made upon an approved Change Order.
- C. Consultant shall be liable for all costs resulting from, or for satisfactorily correcting, any and all unauthorized specification changes not properly ordered by written modification to the contract.
- D. Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (*FAR*) in effect at the onset of the Contract.

**18. RIGHTS IN TECHNICAL DATA**

- A. No material or technical data prepared by CONSULTANT under this Agreement is to be released by CONSULTANT 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. CONSULTANT 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 CONSULTANT'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 Consultant, its Third Party Software Consultants 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 CONSULTANT, 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, Consultant shall require all of its subconsultants and suppliers (including without limitation its Third Party Software Consultants) 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. Consultant 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 Consultant or its Third Party Software Consultants, and all Documentation and Software which is created by Consultant or its Third Party Software Consultants 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. CONSULTANT, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONSULTANT 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, consultants or subconsultants.

## **22. SUBMITTAL OF CLAIMS BY CONSULTANT**

CONSULTANT 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 CONSULTANT.

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

## **23. EQUAL OPPORTUNITY**

CONSULTANT 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. CONSULTANT shall take action to ensure that applicants and employees are treated without regard to the above.

## **24. STANDARD OF PERFORMANCE**

- A. CONSULTANT shall perform and exercise, and require its subconsultants to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONSULTANT 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 CONSULTANT'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, CONSULTANT shall provide written notice to OMNITRANS disclosing the identity of any individual who CONSULTANT 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 CONSULTANT. CONSULTANT'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, CONSULTANT shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONSULTANT or its subconsultant(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 CONSULTANT or subconsultant(s).

**27. COMPLIANCE WITH LAW**

CONSULTANT 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. CONSULTANT shall also comply with all Federal, state and local laws and ordinances.

**28. COMPLIANCE WITH LOBBYING POLICIES**

- A. CONSULTANT 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 CONSULTANT (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 CONSULTANT 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 CONSULTANT. OMNITRANS will endeavor to notify CONSULTANT 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 consultants.
- C. In the event of litigation concerning the disclosure of any material submitted by CONSULTANT, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONSULTANT, 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 CONSULTANT's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONSULTANT's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONSULTANT's or OMNITRANS' control.

### **32. CONFIDENTIALITY**

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

CONSULTANT 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, CONSULTANT 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. CONSULTANT'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 CONSULTANT for advertising or public relations purposes prior to publication. CONSULTANT shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONSULTANT shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONSULTANT's firm, service, and/or product.
- B. CONSULTANT 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 CONSULTANT receives a complaint from a citizen or the community, CONSULTANT 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. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including its Attachments A-Scope of Work, B-Fee Schedule, C-Regulatory Requirements, and D-Special Provisions; (2) provisions of RFQu MNT15-04; and (3) CONSULTANT's proposal dated December 22, 2014, Best and Final Offer dated February 26, 2015 and Fee Schedule dated March 6, 2015.

### 37. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONSULTANT 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

STV INCORPORATED

\_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

\_\_\_\_\_  
David Borger  
Senior Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Federal Tax I.D. No. 13-1986759

DP   
CM 

**ATTACHMENT A – SCOPE OF WORK**  
**MNT15-04**  
**A&E SERVICES**

**1. INTENT**

Architectural and Engineering (A&E) firm to provide A&E services within Omnitrans' service area as stated in this scope of work on a task-order basis for a period of three base years and two option years.

**2. GENERAL**

- A. The services to be provided by the Consultant for this contract may include all work necessary from conceptual through final design and support services during construction of bus stop, transit center, facility improvements, and other similar projects. The Consultant shall provide a variety of services that include design, bid and construction support. Services are on an as-needed basis and there is no guarantee of usage.
- B. Consultant shall have the capability to provide the following multi-discipline engineering services:
  - a. Architectural
  - b. Structural
  - c. Environmental
  - d. Mechanical
  - e. Electrical
  - f. Plumbing
  - g. Civil
  - h. Security Consultant
  - i. Elevator Consultant
  - j. Surveyor
  - k. Field Inspection
  - l. Geotechnical

**3. SERVICES**

Following is a list of general services and deliverables that may be required. For each category below, example references of typical tasks are shown but may not depict all tasks necessary to deliver the required services. Other supporting tasks may be required by Omnitrans for each Contract Task Order as necessary to perform the required work.

- A. Initial project scoping, including field visits;
- B. Field survey and utility survey, if needed;
- C. Mapping of project boundaries and right-of-way boundaries;
- D. Stakeholder meetings, where deemed necessary by Omnitrans staff;
- E. At least bi-weekly status meetings or conference calls with Omnitrans staff;
- F. Coordination with property owner(s) if applicable;

- G. Coordination with utility companies, if applicable;
- H. Meeting coordination, including the preparation of agendas and meeting notes;
- I. Preparation of design concepts consistent with the following principles:
  - a. Consistency with Omnitrans Transit Design Guidelines document (<http://www.omnitrans.org/about/reports/>);
  - b. ADA accessibility;
  - c. Pedestrian safety;
  - d. Crime Prevention Through Environmental Design; and,
  - e. Compliance with all pertinent local, state, and federal laws, including but not limited to American Disabilities Act (ADA), Federal Transit Administration (FTA) regulations, National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and City codes;
- J. Preparation of conceptual plan drawings;
- K. Revision of plan drawings based on input from Omnitrans staff, City staff, and other stakeholders if relevant;
- L. Development of preliminary and final cost estimates;
- M. Review of any applicable laws and regulations (local, state, and federal) to ensure that plans are compliant;
- N. Coordination of all required permits, including City, Caltrans as needed, and CEQA/NEPA requirements as needed;
- O. Preparation of all plans required for permitting, if needed (i.e., Water Quality Management Plan, Storm Water Pollution Prevention Plan, Traffic Impact Analysis, etc.);
- P. Preparation of final construction plans and specifications;
- Q. Production of two (2) paper sets of construction documents and two (2) disks with electronic files of all project materials (i.e., pdf final plans, editable electronic plans, documentation of meetings and correspondence, and other official documents);
- R. Provision of design services during construction, including but not limited to the following tasks:
  - a. Attend pre-bid meeting and job walk;
  - b. Provide responses to Requests for Information during the solicitation phase and during construction;
  - c. Provide revised stamped drawings for contract change orders.
  - d. Participate in final job walk
- S. Submittal of monthly progress reports with schedule updates, along with monthly invoices with breakdown of labor, direct, and indirect expenses.

#### **4. DELIVERABLES**

The general deliverables expected for all tasks may include, but not be limited to, the following:

- A. Base map of property location showing property boundaries, locations of utilities, locations of mature trees, fences, and other obstacles, and other information key to the development of the project;
- B. Meeting summary notes, agendas, and sign-in sheets;
- C. Conceptual project plans;
- D. Preliminary cost estimate;
- E. Summary of comments received on conceptual plans, with responses;
- F. All plans required for permitting, if needed (i.e., Water Quality Management Plan, Storm Water Pollution Prevention Plan, Traffic Impact Analysis, etc.)
- G. Revised preliminary plans;
- H. Revised cost estimate;
- I. Summary of comments received on revised preliminary plans, with responses;
- J. Final construction plans and specifications (two (2) paper sets of construction documents and two (2) disks with electronic files of all project materials);
- K. Required permits (City/County, Caltrans, State, CEQA, and NEPA, as needed);
- L. Responses to requests for information during bidding and construction phase; and
- M. Monthly progress reports and invoices.

#### **5. PROJECTS**

Consultants may be issued Contract Task Orders to provide the necessary services to implement the following potential projects. Additional projects and services may be requested on an as-needed basis during the period of performance of the contract.

##### **A. Projects Budgeted by Omnitrans for FY15**

- a. Bus Stop Improvements – 45 bus stops for ADA-Compliant concrete boarding areas
- b. Bus Stop Shelters
- c. Parking Lot Asphalt Overlay
- d. Hoist Replacement

##### **B. Future Projects FY16-FY19**

- a. Transit Center Improvements
- b. Real-Time Bus Arrival Information Signage (E-signs)
- c. Bus Stop Improvements
- d. Fencing Enhancements
- e. Security Station Weather Protection



- f. Exterior Security Lighting Enhancement
- g. Bus Yard Intrusion Protection
- h. Parking Lot – Security Gate Enhancements
- i. ADA Assessment for all facilities
- j. Power Failure Lowering Device
- k. Replace aging Closed Circuit Television (CCTV) equipment and Network Video Recorders (NVR)
- l. Make Up Air Unit (MAU) Replacement
- m. Dedicated Air Condition Units for Offices and IT/DVR Closets
- n. Roof Replacement –Building and Fuel Island
- o. Heating, Ventilation and Air Conditioning (HVAC) Package Units Replacement
- p. Add Evaporative Coolers for Shop
- q. Underground Storage Tanks Manhole Upgrade

\*End of Scope of Work\*

March 6, 2015

## Fully-Burdened Hourly Rates

<b>Position</b>	<b>Base Year 1</b>	<b>Base Year 2</b>	<b>Base Year 3</b>	<b>Option Year 1</b>	<b>Option Year 2</b>
Principal	\$ 402.60	\$ 410.65	\$ 418.86	\$ 427.24	\$ 435.79
Project Manager	\$ 224.91	\$ 229.41	\$ 234.00	\$ 238.68	\$ 243.45
Project Architect	\$ 212.13	\$ 216.37	\$ 220.70	\$ 225.11	\$ 229.62
Supporting Architect	\$ 123.51	\$ 125.98	\$ 128.50	\$ 131.07	\$ 133.69
Architectural Designer	\$ 122.56	\$ 125.01	\$ 127.51	\$ 130.06	\$ 132.66
Junior Associate	\$ 84.96	\$ 86.66	\$ 88.40	\$ 90.16	\$ 91.97
 Sr. Landscape Architect	 \$ 123.51	 \$ 125.98	 \$ 128.50	 \$ 131.07	 \$ 133.69
Landscape Architect	\$ 122.56	\$ 125.01	\$ 127.51	\$ 130.06	\$ 132.66
Landscape Designer	\$ 84.96	\$ 86.66	\$ 88.40	\$ 90.16	\$ 91.97
 Sr. Civil Engineer	 \$ 245.65	 \$ 250.57	 \$ 255.58	 \$ 260.69	 \$ 265.90
Civil Engineer	\$ 156.28	\$ 159.40	\$ 162.59	\$ 165.84	\$ 169.16
Civil Designer	\$ 124.59	\$ 127.08	\$ 129.62	\$ 132.21	\$ 134.86
Survey	\$ 138.42	\$ 141.19	\$ 144.01	\$ 146.89	\$ 149.83
 Sr. Structural Engineer	 \$ 213.51	 \$ 217.78	 \$ 222.13	 \$ 226.57	 \$ 231.10
Structural Engineer	\$ 137.94	\$ 140.70	\$ 143.51	\$ 146.38	\$ 149.31
Structural Designer	\$ 111.32	\$ 113.54	\$ 115.81	\$ 118.13	\$ 120.49
 Sr. Mechanical Engineer	 \$ 168.22	 \$ 171.58	 \$ 175.02	 \$ 178.52	 \$ 182.09
Mechanical Engineer	\$ 133.63	\$ 136.31	\$ 139.03	\$ 141.81	\$ 144.65
Mechanical Designer	\$ 94.79	\$ 96.69	\$ 98.62	\$ 100.60	\$ 102.61
 Sr. Plumbing Engineer	 \$ 168.22	 \$ 171.58	 \$ 175.02	 \$ 178.52	 \$ 182.09
Plumbing Engineer	\$ 133.63	\$ 136.31	\$ 139.03	\$ 141.81	\$ 144.65
Plumbing Designer	\$ 94.79	\$ 96.69	\$ 98.62	\$ 100.60	\$ 102.61
 Sr. Electrical Engineer	 \$ 179.33	 \$ 182.92	 \$ 186.58	 \$ 190.31	 \$ 194.12
Electrical Engineer	\$ 97.45	\$ 99.40	\$ 101.39	\$ 103.41	\$ 105.48
Electrical Designer	\$ 86.64	\$ 88.38	\$ 90.14	\$ 91.95	\$ 93.78
 Equipment Specialist	 \$ 155.38	 \$ 158.49	 \$ 161.66	 \$ 164.89	 \$ 168.19
 CADD Tech 1	 \$ 93.28	 \$ 95.15	 \$ 97.05	 \$ 98.99	 \$ 100.97
CADD Tech 2	\$ 125.94	\$ 128.46	\$ 131.03	\$ 133.65	\$ 136.32
Quality Assurance Manager	\$ 220.42	\$ 224.83	\$ 229.32	\$ 233.91	\$ 238.59
 Construction Administrator	 \$ 164.20	 \$ 167.49	 \$ 170.84	 \$ 174.25	 \$ 177.74
Security Consultant	\$ 192.19	\$ 196.03	\$ 199.95	\$ 203.95	\$ 208.03
Clerical/Admin	\$ 70.88	\$ 72.30	\$ 73.74	\$ 75.22	\$ 76.72
Elevator Consultant	\$ 118.80	\$ 121.18	\$ 123.60	\$ 126.07	\$ 128.59
Geotechnical/Testing Services	\$ 227.03	\$ 231.57	\$ 236.20	\$ 240.92	\$ 245.74

Other Direct Costs

Travel and mileage per GSA Federal Guidelines\*  
 Printing and other ODCs at cost

\*No travel/mileage for STV staff; included in overhead

# **ATTACHMENT C**

## **REGULATORY REQUIREMENTS**

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

- |                 |  |
|-----------------|--|
| <b>ITEM #F5</b> | <b>MNT15-04, ARCHITECTURAL &amp;<br/>ENGINEERING SERVICES</b>            |
| <b>ITEM #F6</b> | <b>MNT15-52, MAINTENANCE, REPAIR &amp;<br/>OPERATIONS (MRO) SUPPLIES</b> |

# **Attachment C**

## **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 permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Omnitrans, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

## **RR-06**

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

#### **A. Applicability**

This Article applies to all federally funded contracts.



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

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

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

## **RR-07**

### **ENERGY CONSERVATION REQUIREMENTS**

#### **A. Applicability**

This Article applies to all federally funded contracts.

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

## **RR-08**

### **CIVIL RIGHTS REQUIREMENTS \***

#### **A. Applicability**

This Article applies to all federally funded contracts.

- B. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42

U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity

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

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

This Article applies to all federally funded contracts.

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

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

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

This Article applies to all federally funded contracts.

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

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

## **RR-11**

### **SUSPENSION AND DEBARMENT\***

#### **A. Applicability**

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

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

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

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

## **RR-12**

### **RECYCLED PRODUCTS**

#### **A. Applicability**

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

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

## **RR-13**

### **CLEAN WATER AND CLEAN AIR REQUIREMENTS\***

#### **A. Applicability**

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

#### **B. CLEAN WATER REQUIREMENTS**

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

#### **C. CLEAN AIR**

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

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

## **RR-14**

### **COMPLIANCE WITH FEDERAL LOBBYING POLICY \***

#### **A. Applicability**

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

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

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

## **RR-15**

### **BUY AMERICA \***

#### **A. Applicability**

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

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

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

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

## **RR-16**

### **CARGO PREFERENCE\***

#### **A. Applicability**

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

#### **B. USE OF UNITED STATES FLAG VESSELS**

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

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

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

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

## **RR-17 FLY AMERICA**

### **A. Applicability**

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

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

## **RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT \***

### **A. Applicability**

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

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



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

## **RR-19**

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26**

#### **Disadvantaged Business Enterprises**

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

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

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

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

## **RR-20**

### **ADA ACCESS**

#### **A. Applicability**

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

#### **B. Access Requirements for Persons with Disabilities**

Contractor shall comply with:

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

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

## **RR-21**

### **ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM \***

#### **A. Applicability**

This Article applies to federally funded contracts for transit operations.

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

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

**C. Certificate of Compliance**

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

**D. Drug and Alcohol Testing Program**

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

**E. Alcohol and Drug Free Workplace Program**

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

**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.

## **RR- 26**

### **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 Construction Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Omnitrans Construction Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to



be heard and to offer evidence in support of its position. The decision of Omnitrans Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

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

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

## **RR-29**

### **VETERANS PREFERENCE**

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

## **END OF REGULATORY REQUIREMENTS**

**ATTACHMENT D - SPECIAL PROVISIONS**  
**MNT15-04**  
**A&E SERVICES**

**1. PROJECT DOCUMENT CONTROL**

**A. PROJECT CONTROL**

Establish and operate systems and provide project control services for the control of the Project with respect to cost and schedule. The overall control system to be established shall provide a standard framework for defining work, assigning work responsibility, establishing budgets, controlling and forecasting costs and summarizing the monthly Project status.

**B. DESIGN DRAWING/DOCUMENT CONTROL**

Maintain complete files of all records and documents pertaining to this contract, Project design drawings/documents, baseline changes, and related documents, electronic data (CADD), and correspondence. Print and distribute design documents and revisions thereto throughout the Project Development phase.

**C. PROJECT DATA DISSEMINATION**

Consultant shall be required to utilize an Internet Collaboration System (such as an FTP site) to assist in the communication and management of the Project and to make available key project data and reports to all authorized project participants via the Internet from any location.

**D. RECORD STORAGE AND RETENTION**

Process records for Omnitrans record storage and retention in accordance with Industry accepted procedures and retention schedules. Provide for routine turnover of records, design review packages, solicitation packages, and specifications and remaining Project documents to Omnitrans for long-term for archiving and retention as requested by Omnitrans.

**E. CHANGE CONTROL**

Coordination and management of changes to the design baseline, including change document preparation and processing, using computer system tools throughout the Project. Establish a system for effective coordination between specific engineering functions and ensure that baseline design changes are consistently applied to every affected document.

**F. CONTRACT CHANGES**

Consultant shall notify Omnitrans immediately of any change to the Project that is believed by the Consultant to be out of the scope of the contract or may otherwise require revision to the Contract. Provide notice of scope changes associated with

incorporating design changes, preparation, and submittal of Requests-for-Change in accordance with Omnitrans' policy and procedures, preparation of cost proposals in response to Omnitrans notices or requests, and methods for identifying and tracking work costs associated with authorized contract changes. No change work shall be performed without written approval from Omnitrans' Director of Procurement and CEO/General Manager.

## **2. QUALITY ASSURANCE**

Consultant shall have documented Quality Assurance procedures in place to control and verify the design of the Project in order to ensure that the design criteria, owner specified requirements, and requirements of the relevant regulatory agencies are met. Design control includes ensuring that design requirements are identified and met, planning of design interfaces are complete including design verification activities, and design changes are controlled through Project completion. Consultant's procedures shall apply to its Subconsultants.

ITEM # \_\_\_\_\_ F6 \_\_\_\_\_

**DATE:** April 1, 2015

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

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MNT15-52  
MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES**

**FORM MOTION**

Authorize the CEO/General Manager to award Contract MNT15-52 to Fastenal Company of Winona, Minnesota, for the provision of Maintenance, Repair and Operations (MRO) Supplies with the option to implement Automated Dispensing Equipment beginning March 2015 for three base years and two single option years, ending no later than March 2020. Annual expenditures are estimated at \$197,000 for a total not-to-exceed amount \$985,000, if all option years are exercised.

**BACKGROUND**

Omnitrans requires MRO supplies (facilities maintenance, paint and accessories, cleaning, lighting products, industrial supplies, tools, safety products, etc.) to ensure the safety and proper maintenance of Omnitrans' facilities and fleet. In the past, MRO supplies have been purchased through a variety of vendors on an as-needed basis.

On December 3, 2014, Omnitrans' Board of Directors approved release of Request for Proposals RFP-MNT15-52. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system.

Four proposals were received by the January 22, 2015 deadline. Two were deemed responsive and evaluated in accordance with the evaluation criteria included in the RFP.

The following firms are ranked from highest to lowest score:

<b>Criteria</b>	<b>Points Possible</b>	<b>Fastenal Company</b>	<b>Lawson Products</b>
Project Plan/Competence	30	29.33	26.67
Lead Time	20	19.33	16.67
Reporting	20	20.00	18.33
Price	30	30.00	23.09
<b>Total Score</b>	<b>100</b>	<b>98.66</b>	<b>84.76</b>

Fastenal Company received the highest score and offers the lowest pricing. Fastenal was evaluated to be the best value for the Agency as it offers state-of-the-art vending equipment, has a wide range of products, is the largest supplier for vending inventory and industrial supplies, and its customized reporting capabilities are found to be superior.

By exercising the Vendor Managed Inventory Option and utilizing the automated dispensing equipment, Omnitrans will realize savings and increase efficiencies by eliminating staff time currently spent on monitoring, ordering and receiving MRO items. Another benefit is that the mechanics will have 24/7 direct access to the dispensing equipment. Omnitrans will also benefit from increased controls, such as workers only having access to the quantities they need for the job verified by customized real time reporting.

Staff toured the City of Redlands warehouse which utilizes forty-two of the Fastenal automated dispensing machines. The City of Redlands has realized a 15% reduction in MRO spend resulting in a savings of over \$60,000 in the first year. Omnitrans expects to realize similar results.

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

### **FUNDING SOURCES**

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

Department                      1200  
Expenditure Code          Various

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

### **CONCLUSION**

By approving award of this contract, Omnitrans will benefit from economies of scale, as well as automated efficiencies.

PSG:JMS:CVM



## CONTRACT AGREEMENT

between

VENDOR  
Fastenal Company  
2001 Theurer Blvd.  
Winona, MN 55987

(hereinafter "VENDOR")  
Telephone: 951-317-3548  
Fax: camharri@fastenal.com

And

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

### CONTRACT DOCUMENTS

**CONTRACT NO.**  
**MNT15-52**

**Maintenance, Repair, and Operations  
(MRO) Supplies**

Contract Amount:

Not to Exceed \$591,000

Omnitrans Project Manager:

Name: Rick Barone

Title: Materials Manager

Telephone: (909) 379-7204

Email: [rick.barone@omnitrans.org](mailto:rick.barone@omnitrans.org)

Contract Administrator:

Name: Christine Van Matre

Title: Contract Administrator

Telephone: (909) 379-7122

Email:

[christine.vanmatre@omnitrans.org](mailto:christine.vanmatre@omnitrans.org)



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICE SCHEDULE



This Agreement is made and entered into as of this \_\_\_\_\_ by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Fastenal Company (hereinafter referred to as "VENDOR").

## **RECITALS**

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" including Options: Vendor Managed Inventory and Lockers (hereinafter referred to as "Work");

WHEREAS, VENDOR 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. VENDOR shall 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 Vendor or entity. VENDOR will cooperate fully with OMNITRANS' staff or other Vendor 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 the execution of this Agreement and continue through \_\_\_\_\_, unless terminated as specified in Paragraphs 9 and 10. 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 VENDOR'S 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 and option years.

### **3. CONTRACT OPTIONS**

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

### **4. COMPENSATION**

For VENDOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay VENDOR on a FIRM FIXED FEE basis, in accordance with the provisions of this Section per:

- A. Unit pricing based on Attachment C, Price Schedule subject to the maximum cumulative payment obligation.
- B. A 1% Cumulative Ordering Volume Discount when total cumulative product spend exceeds \$250,000 in a given contract year.
- C. Option: Install, implement and maintain a vendor managed inventory of high use supplies, using an employee self-service dispensing system as specified in Attachment A – Scope of Work.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Five Hundred and Ninety-One Thousand Dollars (\$591,000), including all amounts payable to VENDOR 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. VENDOR shall invoice OMNITRANS on a monthly basis no later than the 15<sup>th</sup> of each month. VENDOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

B. VENDOR 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
- Purchase Order number
- Invoice number
- Description of delivery
- Delivery Date - If invoice is created prior to delivery, invoice shall include the expected delivery date.
- Total quantity delivered
- Unit Price, extended price and applicable taxes
- Information as requested by OMNITRANS

C. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager. Capital Projects are paid on the first Thursday of each month.

D. In the event OMNITRANS should overpay VENDOR, 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, VENDOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to VENDOR under this Agreement or any other Agreement between OMNITRANS and VENDOR.

## **6. AUDIT AND INSPECTION OF RECORDS**

VENDOR 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 VENDOR for a period of three (3) years after completion of this Agreement

unless OMNITRANS' written permission is given to VENDOR to dispose of material prior to this time.

## **7. NOTIFICATION**

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

To OMNITRANS:

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

To VENDOR:

Fastenal Company  
445 Ryan Drive, Suite 106,  
San Marcos, CA 92078  
Attn: Ryan Ash, Government Sales  
Director

## **8. OMNITRANS' AND VENDOR'S REPRESENTATIVES**

### **A. OMNITRANS' Project Manager**

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

Project Manager: Rick Barone, Materials Manager

- 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 VENDOR which have not been performed to OMNITRANS' satisfaction.

3. Subject to the review and acceptance by OMNITRANS, negotiate with VENDOR 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. Vendor's Key Personnel**

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

<u>Name</u>	<u>Role</u>
Matt Valencia, San Bernardino GM	Inventory Mgmt; customer interaction
Jacob Bruley, Govt. Sales Specialist	Contract roll out and implementation
Cameron Harris, IE District Mgr	Decisions during implementation
Blake Vilders, Implementation Team	Strategic implementation
Tim Kraft (RFP)	Support implementation/customer serv.
Ryan Ash, Govt. Sales Director	Additional support implementation

Any propose/substitution or replacement by Vendor of Vendor'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 VENDOR based on OMNITRANS' confidence and reliance on the expertise of VENDOR's key personnel described above. VENDOR shall not reassign key personnel or assign other personnel to key personnel roles until VENDOR obtains prior written approval from OMNITRANS.

**9. TERMINATION FOR CONVENIENCE**

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to VENDOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, VENDOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an

equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

## **10. TERMINATION FOR BREACH OF AGREEMENT**

- A. If VENDOR fails to perform any of the provisions of this Agreement or fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give VENDOR written notice of such default. If VENDOR 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 VENDOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against VENDOR, or if VENDOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If VENDOR 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 VENDOR 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 VENDOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **11. ASSIGNMENT**

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

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

## 12. SUBCONTRACTING

OMNITRANS hereby consents to VENDOR's subcontracting of portions of the Work to the parties identified below for the functions described in VENDOR's proposal. VENDOR shall include in each subcontract agreement the stipulation that VENDOR, 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 VENDOR.

**Subcontractor's License,  
Name and Address**

**Work to Be Performed**

N/A

## 13. INDEPENDENT VENDOR

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

## 14. INSURANCE

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

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

Additional Insured: Omnitrans, its officers, officials, employees, agents, and volunteers.

## **15. INDEMNITY**

VENDOR 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 VENDOR) arising from or connected with any alleged act and/or omission of VENDOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

## **16. REVISIONS IN SCOPE OF WORK**

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

Price Adjustments:

- A. Any change in the contract that causes an increase or decrease in cost to Omnitrans, or the time required for the performance of the contract, must be approved as prescribed herein.
- B. An equitable adjustment in the compensation and schedule will be made upon an approved Change Order.
- C. Vendor shall be liable for all costs resulting from, or for satisfactorily correcting, any and all unauthorized specification changes not properly ordered by written modification to the contract.
- D. Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (*FAR*) in effect at the onset of the Contract.

## **17. RIGHTS IN TECHNICAL DATA**

- A. No material or technical data prepared by VENDOR under this Agreement is to be released by VENDOR 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. VENDOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## **18. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

## **19. OWNERSHIP RIGHTS**

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Vendor, its Third Party Software Vendors 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 VENDOR, 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, Vendor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Vendors) 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. Vendor 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 Vendor or its Third Party Software Vendors, and all Documentation and Software which is created by Vendor or its Third Party Software Vendors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

## **20. WORK FOR HIRE**

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

## **21. SUBMITTAL OF CLAIMS BY VENDOR**

VENDOR 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 VENDOR.

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

## **22. EQUAL OPPORTUNITY**

VENDOR 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. VENDOR shall take action to ensure that applicants and employees are treated without regard to the above.

## **23. STANDARD OF PERFORMANCE**

- A. VENDOR 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. VENDOR 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 VENDOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

#### **24. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES**

To ensure compliance with OMNITRANS' Ethics Policy, VENDOR shall provide written notice to OMNITRANS disclosing the identity of any individual who VENDOR 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 VENDOR. VENDOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

#### **25. DISQUALIFYING POLITICAL CONTRIBUTIONS**

In the event of a proposed amendment to this Agreement, VENDOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by VENDOR 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 VENDOR or subcontractor(s).

#### **26. COMPLIANCE WITH LAW**

VENDOR 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. VENDOR shall also comply with all Federal, state and local laws and ordinances.

## **27. COMPLIANCE WITH LOBBYING POLICIES**

- A. VENDOR 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 VENDOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## **28. PUBLIC RECORDS ACT**

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by VENDOR 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 VENDOR. OMNITRANS will endeavor to notify VENDOR 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 Vendors.
- C. In the event of litigation concerning the disclosure of any material submitted by VENDOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. VENDOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## **29. WAIVER/INVALIDITY**

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

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

### **30. FORCE MAJEURE**

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

### **31. CONFIDENTIALITY**

VENDOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by VENDOR 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, VENDOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

### **32. VENDOR'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 VENDOR for advertising or public relations purposes prior to publication. VENDOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. VENDOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses VENDOR's firm, service, and/or product.
- B. VENDOR 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 VENDOR receives a complaint from a citizen or the community, VENDOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

### **33. GOVERNING LAW**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the

State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

**34. MODIFICATIONS TO AGREEMENT**

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

**35. PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including its Attachments and Exhibits, (2) provisions of solicitation RFP-MNT15-52 and (3) VENDOR's proposal dated January 20, 2015.

**36. 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 VENDOR 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

FASTENAL COMPANY

\_\_\_\_\_  
P. Scott Graham  
CEO/General Manager

\_\_\_\_\_  
John Soderberg  
Executive VP of Sales

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Federal Tax I.D. No. 41-0948415

DP   
CM 

**ATTACHMENT A - SCOPE OF WORK**  
**MNT15-52**  
**MRO SUPPLIES**

**A. GENERAL REQUIREMENTS**

1. Vendor shall provide Maintenance, Repair and Operations (MRO) supplies, parts, equipment & materials. Vendor shall provide a full range of products, equipment, parts, and materials to meet the demands of Omnitrans.
2. Option: Install and implement a vendor managed inventory of high use supplies, with employee self-service dispensing system options, for up to two (2) maintenance shops. Products may vary at each location. These vendor managed supply dispensing systems will dispense frequently used supplies and other specialized, maintenance, repair, and operations inventory items and equipment. Machines may need to be modular as different sizes and quantities may be required at each location.
3. Defective Products: All defective products shall be replaced and exchanged by the Vendor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Vendor. All replacement products must be received by the agency within seven (7) days of initial notification.
4. Equipment/Recall Notices: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Project Manager. It shall be the responsibility of the Vendor to assure that all recall notices are sent directly to Omnitrans' Project Manager.
5. Delivery: MRO Supplies shall be delivered to the following locations:

1700 W. 5th Street  
San Bernardino, CA 92411

4748 Arrow Highway  
Montclair, CA 91763

6. All deliveries shall be made Monday through Friday from 8:00 a.m. to 5:00 p.m.
7. Catalogs: Provide catalogs of product line and online availability of price lists of products.

**B. PRODUCT REQUIREMENTS**

1. **Products:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include, but are not limited to the following:
  - a. **Motors and Power Transmission.** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.

- b. **Electrical Supplies.** Distribution, controls, wire, cable, voice & data and supplies.
  - c. **Lighting.** Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
  - d. **Tools.** Hand, power, outdoor and automotive tools and tool storage.
  - e. **Measuring Tools & Test Instruments.** Calipers, gauges, inspection, micrometers and multimeters.
  - f. **Pneumatic.** Pneumatic tools and system components, air compressors and hydraulics.
  - g. **Machining and Cutting tools.** Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
  - h. **Material Handling, Storage and Packaging.** Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
  - i. **Welding.** Welding equipment and supplies.
  - j. **Fasteners and Adhesives.** Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic) glue and cement.
  - k. **Lubricants, Sealants and Paint.** Grease, oil, penetrates sealants, caulk and paint.
  - l. **Safety and Security Supplies.** Spill containment, storage, fire protection, personal protective equipment, instrumentation, signs, labels, tags and security.
  - m. **Cleaning Equipment and Supplies.** Chemicals, equipment, restroom, paper, waste containers, cleaning.
  - n. **HVAC Supplies.** Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.
  - o. **Pumps and Plumbing.** Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.
  - p. **Body Shop Supplies.**
  - q. **Paint and Accessories**
  - r. **Other Categories.** As required by Omnitrans.
2. **Current Products.** All products shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently



functioning in a user environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. **Pricing.** Vendor shall provide a discount from verifiable price index, provide a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twenty-four (24) month period following contract award. Where applicable, pricing shall apply Vendor's discounts, as listed in Attachment C, Percentage Off List per Category, on the prices listed on their manufacturer's price list, retail price sheets, catalogues or by utilizing the reduced net pricing schedule.

## **C. OPTION: VENDOR MANAGED INVENTORY**

### **1. Vendor's Overall Responsibilities**

Overall responsibilities of the vendor will include the following:

- a. Ownership, installation, repair, maintenance and warranty of all point-of-use automated industrial dispensing hardware, software, and connectivity at both locations.
- b. Provide system consulting, configuration, training, and other services required to plan and implement a point-of-use automated industrial dispensing system at both locations.
- c. Collaborate effectively with designated Omnitrans personnel.
- d. Consign, stock, monitor, and replenish supply dispensary and shelf stock items at both locations.

### **2. Vendor's Project Requirements**

#### **a. General**

- 1) Provide, transport, and install dispensing equipment, software, and all applicable material required for the supplies dispensing system
- 2) Work with designated Omnitrans staff on initial and ongoing configuration of dispensing equipment and software
- 3) Collaborate with designated Omnitrans staff on initial and ongoing supply product categories and items to include in dispensary system
- 4) Work with Omnitrans staff to determine optimum equipment point-of-use locations
- 5) Work with designated Omnitrans staff to determine inventory minimum, maximum, and restocking levels
- 6) Work with designated Omnitrans staff to establish all user-definable options for dispensing systems
- 7) Stocking and replenishing the dispensed items coinciding with Omnitrans business hours and days of operation.
- 8) Provide training for key Omnitrans personnel for all user definable capabilities and system administration within defined parameters
- 9) Provide regular and on-demand detailed usage reports

- 10) All products will have expiration dates clearly marked on them. Expired products should be removed weekly, if applicable.
- 11) Vendor shall have a non-commission based stock employee servicing Omnitrans' contract
- 12) Machines must have card scanners that will be compatible with Omnitrans badges.
- 13) Quarterly Business Reviews (QBR's) will be conducted at each site.

**b. Hardware**

- 1) Vendor shall be capable of providing various dispensing configurations including but not limited to single or multiple sized helix/coil options and motor rotation; secure drawers, carousels, bays, bins, doors, lockers, shelves, cages, and dispensing aids. Vendor must be able to provide separate or modular/expansion equipment depending upon collaboratively determine equipment configurations.
- 2) Vendor's hardware must be manufactured to perform in industrial environments; and accommodate a range of solutions to dispense the most frequently used supply items, and other required configurations.
- 3) Hardware must be capable of providing compartment control level automated dispensing and access control; check-outs, check-ins, and return of items selected in error.
- 4) Hardware must provide ample item visibility, label legibility, and lighting.

**c. Software**

Vendor shall include discussion of software functionalities available as listed below:

- 1) Ability to establish user profiles; permissions; and other rules for access, withdrawals, and returns.
- 2) Automated item access control via badge/card reader and key code technologies
- 3) Unit and total cost reporting; usage reporting by employee, cost center, group, and/or location.
- 4) Local (facility-based) as well as enterprise-wide administration
- 5) Time dependent check-out and return of diagnostic tools and other high value items
- 6) Real-time update of all transaction types; including returns for items issued in error. (Preferred)
- 7) Omnitrans secure internet access to view quantities, transactions, reports and alerts. (Preferred)
- 8) Inventory usage, replenishment, and other reports.
- 9) Remote access for vendor monitoring and maintenance. (Preferred)
- 10) Ability to set minimum, maximum, stock re-ordering levels, and access control related alerts.

**d. Services**

Vendor shall provide the following services:

- 1) Deliver a preliminary layout for both Omnitrans locations depicting required equipment, software, connectivity, electrical facilities, human resources, data collection methods, other required components
- 2) Freight free delivery, packaging, and restocking
- 3) Source and re-order all dispensed items
- 4) Hardware monitoring, maintenance, and repair
- 5) Software application and support
- 6) 24/7 remote monitoring, and emergency support service
- 7) Data recovery in the event of a loss of connectivity or service
- 8) Hold and maintain licensing for all software solutions deployed at Omnitrans facilities
- 9) Supply MSDS and SDS for all safety related items.

**e. Industrial Supply Consignment**

Vendor shall consign all dispensary items throughout the contract term, and will collaborate with Omnitrans representatives on an ongoing basis to determine supply items to remain or be added to the system. Vendor shall invoice Omnitrans monthly.

**f. Electrical Facilities**

Vendor will locate and include all required electrical facilities in a preliminary layout to be completed in collaboration with designated Omnitrans personnel. Unless otherwise negotiated with the Vendor, Omnitrans will be responsible for any labor, materials, and other cost associated with provisioning the required electrical facilities.

**g. Post-Implementation Maintenance, Repair, and Warranty**

Vendor shall retain ownership of the industrial supply dispensing system and therefore shall bear all cost of system and component maintenance, repair, and warranty.

**D. OPTION: LOCKERS**

Provide lockers for the purpose of securing Omnitrans' tools. Lockers shall have the ability to allow Omnitrans' employees to check out and return the tools.

ATTACHMENT C - PRICE SCHEDULE

MNT15-S2

MRO SUPPLIES

Line Items

Core Items with discount

Item Number	Item Description	Unit Of Measure	Quantity	Pricing
1	Red 22-18 AWG wire nylon butt connector (100 units)	pkg	1	\$ 11.54
2	Blue 16-14 AWG ring terminal heat shrink (50 units)	pkg	1	\$ 18.22
3	Blue 16-14 AWG insulated quick disconnect heat shrink terminal (50 units)	pkg	1	\$ 25.17
4	Gray 22-16 AWG round twist lock wire connector (100 units)	pkg	1	\$ 8.43
5	Standard copper lug 3/8" stud size, 2/0 wire size (10 units)	pkg	1	\$ 10.72
6	ATO/ATC fuses, 3 amp (25 units)	pkg	1	\$ 14.41
7	Green weather pack terminal seal, silicone, for 22-18 wire (25 units)	pkg	1	\$ 9.75
8	Vinyl electrical tape, 3/4" W x 60' L (10 units)	pkg	1	\$ 17.85
9	Weather pack male terminal, brass, 20 amp, 20-18 wire (25 units)	pkg	1	\$ 11.87
13	Mini bulb, 194, clear bulb, 12.8 volt (10 units)	pkg	1	\$ 3.50
14	Mini bulb, 1157, clear bulb, 12.8 volt (10 units)	pkg	1	\$ 3.95
15	Mini bulb, 3157, clear bulb, 12.8 volt (10 units)	pkg	1	\$ 8.90
21	Twist style surface conditioning disc, type R, 3", medium (10 units)	pkg	1	\$ 29.40
22	Rolock bristle disc, green 2", 50 grit (5 units)	pkg	1	\$ 48.86
23	Aluminum oxide sand paper, 9" x 11" sheet, 80 grit (50 units)	pkg	1	\$ 58.12
25	3M Scotch-brite scuff pad, 4-1/2" x 6 in pads, maroon (20 units)	box	1	\$ 21.80
26	3M Scotch-brite scuff pad, 4-1/2" x 6 in pads, white (20 units)	box	1	\$ 28.60
27	3" x 0.040" x 3/8" Type 1 cutting wheel (25 units)	pkg	1	\$ 39.18
28	3" x 1/16" x 3/8" Type 1 cutting wheel (25 units)	pkg	1	\$ 39.18
29	3" x 1/8" x 3/8" Type 1 cutting wheel (25 units)	pkg	1	\$ 53.62
30	1/8" High speed drill bit, M2, split point (10 units)	pkg	1	\$ 15.37
31	Split leather work gloves canvas/cowhide, medium (10 units)	pkg	1	\$ 39.00
32	Gray/silver cloth duct tape (6 units)	pkg	1	\$ 29.20
33	Clear packaging tape 48mm x 100m (6 units)	pkg	1	\$ 18.49
34	Clear packaging tape dispenser for 72mm x 100m tape	ea	1	\$ 22.23
35	Clear packaging tape 48mm x 100m (6 units)	pkg	1	\$ 18.49
36	Clear packaging tape dispenser for 72mm x 100m tape	ea	1	\$ 22.23
37	Stretch wrap 20" x 1000' (4 units)	box	1	\$ 126.72
38	Razor blades, single edge (100 units)	pkg	1	\$ 5.24
39	100% Leather work gloves, general purpose, medium (10 units)	pkg	1	\$ 59.92
40	100% Leather work gloves, general purpose, large (10 units)	pkg	1	\$ 43.12
41	Grade 8 SAE hex head cap screw, 1/4-25 UNF (100 units)	pkg	1	\$ 27.00
42	Grade 8 USS hex head cap screw, 1/4-20 UNC (100 units)	pkg	1	\$ 22.00
43	Phillips pan head machine screw, zinc plated, PH M/S 4-40 x 3/8 (100 units)	pkg	1	\$ 1.36
44	Phillips flat head machine screw, zinc plated, PH FL 8-32 x 3/8 (100 units)	pkg	1	\$ 1.22
45	8.8 Metric hex head cap screw, zinc plated, M8 x 20MM 1.0 P 8.8 fine (50 units)	pkg	1	\$ 12.83
46	Alloy socket head cap screw, heat treated alloy steel, SKT CAP 1/4-20 x 3/4 (100 units)	pkg	1	\$ 8.34
47	Sikaflex 221 white cartridge adhesive/sealant	tube	1	\$ 6.52
48	Super glue, tube (6 units)	box	1	\$ 17.50
49	Black weatherstrip adhesive (12 units)	box	1	\$ 152.55
50	J-B Weld epoxy (6 units)	box	1	\$ 33.34
51	Lubriplate NO. 105 motor assembly grease, 10 oz tube (4 units)	box	1	\$ 27.75
52	Anti-seize lubricant, silver paste, 16 oz bottle	ea	1	\$ 22.29
53	Liquid thread sealant with PTFE, brush top lid bottle, 4 oz	ea	1	\$ 6.57
54	Dielectric grease, 5 oz tube	ea	1	\$ 17.31
55	Clear RTV silicone gasket maker, 3 oz tube (6 units)	box	1	\$ 25.24
56	Silicone spray lubricant, aerosol, 10.25 oz can (12 units)	box	1	\$ 107.19
57	PTFE Teflon tape, white, 1/2" x 520" roll (10 units)	pkg	1	\$ 8.05
58	QD electrical contact cleaner, non flammable, 14 oz can (12 units)	box	1	\$ 177.48
59	Spray paint; black, white, red etc. (6 units)	box	1	\$ 17.64

## ATTACHMENT C - PRICE SCHEDULE

MNT15-52  
MRO SUPPLIES

Line Items

Core Items with discount

Item Number	Item Description	Unit Of Measure	Quantity	Pricing
60	WD-40 penetrating fluid	gallon	1	\$ 7.37
61	Radians SV2ZGM class 2 yellow/lime safety vest with zipper, medium	ea	1	\$ 6.22
62	Brown jersey gloves, cotton (12 units)	pkg	1	\$ 29.70
63	Crews checkmate safety glasses, anti-fog lens, clear (12 units)	box	1	\$ 27.81
64	Rainsuit w/detachable hood, 3 piece, yellow, medium	ea	1	\$ 18.37
65	Polyurethane foam E2 disposable corded earplugs (400 units)	box	1	\$ 46.59
66	Rayovac industrial flashlight with magnet, 2 D-cell	ea	1	\$ 4.37
67	Moldex 2300N95 dust mask (10 units)	box	1	\$ 11.61
68	Non-silicone lens cleaner refill, 16 oz bottle	ea	1	\$ 8.73
69	Sight savers low-lint iterfold lens cleaning tissues (18 units)	case	1	\$ 66.82
70	ANSELL chemical resistant green gloves, 11mil, size 11 (6 units)	pkg	1	\$ 12.55
71	Straight/long grease fitting, 1/4-28 taper thread (50 units)	pkg	1	\$ 7.73
72	Brass compression connector, 1/4" tube x 1/8" male NPT (5 units)	pkg	1	\$ 4.15
73	Brass tubing insert, 3/8" tube (10 units)	pkg	1	\$ 3.04
74	Compression sleeve, 3/8" OD (50 units)	pkg	1	\$ 6.18
75	Compression sleeve, 3/8" OD self-align (10 units)	pkg	1	\$ 3.41
76	Brass hose splicer, 5/8" (5 units)	pkg	1	\$ 5.96
77	Brass bushing, 3/8" male NPT x 1/4" female (5 units)	pkg	1	\$ 2.36
78	4411-4S reusable 100R5 style female SAE 37 degree (JIC) swivel	ea	1	\$ 6.52
79	(JIC) swivel reusable fitting, 63190600-12, 63-190600 SAE 37°	ea	1	\$ 6.53
80	3/8" rubber fuel hose, 25' roll	roll	1	\$ 56.81

# ATTACHMENT C – PRICE SCHEDULE

MNT15-52  
MRO SUPPLIES

## PERCENTAGE OFF LIST PER CATEGORY

	CATEGORY	DISCOUNT
1	Motors and Power Transmission	25%
2	Electrical Supplies	25%
3	Lighting	30%
4	Tools	25% (Power Tools 20%)
5	Measuring Tools & Test Instruments	25%
6	Pneumatic	25%
7	Machining and Cutting tools	25%
8	Material Handling, Storage & Packaging	25%
9	Welding	25%
10	Fasteners and Adhesives	50% (Adhesives 25%)
11	Lubricants, Sealants & Paint	25%
12	Safety and Security Supplies	25%
13	Cleaning Equipment and Supplies	30%
14	HVAC Supplies	25%
15	Pumps and Plumbing	30%
16	Paint and Painting accessories	25%
17	Fittings	Plumbing Fittings 30% Hydraulic & Pneumatics 25%
18	Body Shop Supplies	20% - 25%
19	Other Categories	20%