# BOARD OF DIRECTORS
# JULY 10, 2019
# SUPPLEMENTAL INFORMATION

**ITEM #E5 - COOPERATIVE AGREEMENT WITH THE CITY OF ONTARIO – TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) GRANT**

**ITEM #E8 – CONTRACT MNT19-42(A-C), PAINT AND BODY SHOP SUPPLIES**

**ITEM #F5 – CONTRACT MNT19-46 (A-G), TRANSIT BUS PARTS**

**CITY OF ONTARIO**

**TRANSFORMATIVE CLIMATE COMMUNITIES**

**COOPERATIVE AGREEMENT**

**[Sustainable Transportation Infrastructure; Transit Related Amenities; and Low Carbon Transportation Opportunities Program]**

This Transformative Climate Communities Cooperative Agreement ("Agreement"), effective this _____ day of July, 2019, is between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196 ("City"), and Omnitrans, a California joint powers authority with its principal place of business at 1700 West Fifth Street, San Bernardino, CA 92411 ("Omnitrans"). The City and Omnitrans may be referred to individually as a "Party" or collectively as the "Parties."

## RECITALS

A. For Fiscal Year 2016/17, the California Legislature appropriated $140 million for a new state grant program, the Transformative Climate Communities (TCC) Program (*See* Public Resources Code §§ 75240–43)[1] ("TCC Program"), to provide implementation grants to cities in California.

B. As part of an initial rulemaking by the Strategic Growth Council on December 6, 2016, a minimum of three-quarters of that appropriation was allocated for the cities of Fresno and Los Angeles, with the remainder to be allocated for a yet-to-be-determined "third location."

C. In accordance with the TCC Program Guidelines, the City was identified as a city that is eligible for funding.

D. The TCC Program Guidelines indicate that community-based organizations, local governments, nonprofit organizations, joint powers authorities, and other assorted entities are "eligible applicants" and may submit applications for funding a project area within an eligible city.

E. The TCC Program Guidelines require eligible applicants to form a "Collaborative Stakeholder Structure" to develop and submit a single application based on a shared vision and sign a Memorandum of Understanding that describes governance of the organizational structure.

F. The TCC Program Guidelines require the designation of one "Lead Applicant" and allow an unlimited number of local stakeholder partners.

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G. The City, as Lead Applicant, with several local stakeholder partners including Omnitrans (the "Local Partners"), applied for an implementation grant.

H. In furtherance of that application, the City and the Local Partners, entered into a Memorandum of Understanding on November 30, 2017 (the "MOU") that establishes a Collaborative Stakeholder Structure for the administration of TCC grant funds. A copy of the MOU is included herewith as Exhibit "A" and is incorporated herein by this reference.

I. On January 29, 2018, the City and Local Partners' application was approved, and the City was awarded a $ 33.25-million grant through the TCC Program ("Master Grant").

J. The City is in the process of finalizing an Implementation Grant Agreement ("Master Agreement") with the State of California, Governor's Strategic Growth Council ("SGC"). The SGC provided the draft Master Agreement to the City and requires its execution for the City to receive the Master Grant funds. A copy of the proposed Master Agreement is attached hereto as Exhibit "B," which is incorporated herein by this reference.

K. Under the Master Agreement, the City will be responsible for compiling and submitting all invoices and reporting documents to the SGC, and for disbursing grant and loan funds, as applicable, to all Local Partners.

L. After receiving the Master Grant funds, the City is to provide a total of $3,628,523.10 of the funds to Omnitrans in the form of a grant ("Sub Grant") to be used for the following:

1. *Omnitrans AHSC STI*, also known as "STI #1." A program that includes sustainable transportation infrastructure, transit-related amenities, and low-carbon transportation opportunities ($1,445,780.00, of which $45,780.00 is for administration). Through the purchase of two new RNG buses, this project will increase frequency on Omnitrans Route 83 to double the frequency from 60 minutes to 30 minutes during peak times of the day.

2. *Omnitrans AHSC TRA.* A program that adds new transit-related amenities ($279,743.10, of which $15,861.00 is for administration). This project includes installation of five premium shelters and five green standard shelters within the downtown core area.

3. *Omnitrans LCTOP.* A low-carbon transit opportunities program ($1,900,500.00, no administration allocation required). This project provides 100 monthly transit passes over a three-year period to residents of the project area. A transit-training program will also be provided along with a change in schedule and service plan to increase frequency of Route 83.

4. *Omnitrans AHSC PGM.* A transit-training program ($2,500.00, no administration allocation required). Through this program, Omnitrans staff will provide a travel-training class for residents of the affordable housing development to learn how to use fixed-route bus systems.

M. The City and Omnitrans now wish to enter into this Agreement to facilitate the distribution of the Sub Grant, further define their mutual responsibilities and relationship under the MOU, ensure the proper administration of activities to be carried out with Sub Grant funds, and to expressly bind Omnitrans to applicable provisions of the Master Agreement, which is necessary to ensure the ability of the City to comply with its obligations to SGC.

N. Therefore, the Parties agree as follows:

## AGREEMENT

**1. Incorporation of Recitals.** The recitals above are true and correct and are hereby incorporated herein by this reference.

**2. Defined Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings as set forth in the Master Agreement.

**3. Incorporation of Documents.** The MOU, the Master Agreement, and all the attachments to the Master Agreement are incorporated by reference into this Agreement as though set forth in full in this Agreement ("Incorporated Documents").

**4. Order of Precedence.** The performance of this Agreement must be conducted in accordance with the following order of precedence, except as otherwise expressly provided in this Agreement or the Master Agreement: first, the enabling legislation for the TCC Program; then the Master Agreement; then this Agreement; then the TCC Program Guidelines; and then the MOU. Notwithstanding the foregoing, to the extent that a conflict exists among the foregoing documents, the standard that is most favorable to the City applies, except as otherwise agreed upon in writing by the City.

**5. Term.** The term of this Agreement begins on the date first set forth above and remains in effect for the duration of the Master Agreement, including any amendments thereto (the "Term"), unless earlier terminated as provided herein.

**6. Modifications.**

6.1 Any request for modification of this Agreement by Omnitrans must be submitted in writing to the City.

6.2 Any such request is subject to the requirements applicable to City, as "Grantee," under Section 9 of the Master Agreement.

6.3 If a request requires a change to the Master Agreement, the City will consider such request and, in its sole discretion which will be reasonably exercised in the interests of the TCC Program, Project and its partners, may submit the request to SGC if the request is for an allowable modification under the Master Agreement.

**7. Authorized Signatories.**

7.1 City.

(A) The Ontario City Manager or his or her designee is authorized to sign this Agreement and related documents on behalf of the City.

(B) The City's day-to-day point of contact is the Executive Director of the Housing and Neighborhood Preservation Agency ("City Representative"), unless otherwise provided by the City in writing once this Agreement is executed.

7.2 Omnitrans.

(A) Before or concurrently with its execution of this Agreement, Omnitrans will submit a letter to the City that identifies the individual who is authorized to sign this Agreement and the Project deliverables and related documents on behalf of Omnitrans ("Authorized Signatory").

(B) The letter must also identify any additional authorized designees ("Authorized Designees") as well as Omnitrans's day-to-day loan manager ("Omnitrans Loan Manager").

(C) Omnitrans will keep Authorized Signatory and Designee letters current and submit changes through email to the City Representative, as needed. Authorized Signatory and Designee letters may be kept on file with the City for up to four years after the Term.

**8. Compliance with Incorporated Documents.** Omnitrans will comply with all applicable provisions of the Incorporated Documents. In complying with its obligations under the Incorporated Documents, Omnitrans will comply with all applicable terms and conditions binding on the "Grantee" or, where referenced, "Partners" under the Incorporated Documents.

**9. Responsibility; Standard of Care.**

9.1 Omnitrans will manage, monitor, and accept responsibility for the performance of its own staff, agents, and Subcontractors, and will conduct Project activities and services consistently with professional standards for the industry and type of work being performed under this Agreement.

9.2 Omnitrans will notify the City if it or its Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the TCC Program or Project. Nothing contained in this Agreement or otherwise creates any contractual relationship between the City, SGC, and Omnitrans or any of Omnitrans's Subcontractors, and no contract or subcontract

can relieve Omnitrans of its responsibilities and obligations under the terms of this Agreement. Omnitrans agrees to be fully responsible to the City and SGC for the acts and omissions of Omnitrans, its Subcontractors, and of all persons either directly or indirectly employed by them for work performed under this Agreement.

**10. Project Readiness.**

10.1 Omnitrans will timely achieve readiness related to the Project, in accordance with the Incorporated Documents, including, but not limited to, Section 10 of the Master Agreement.

10.2 Omnitrans will not proceed with reimbursable Project work until City provides Omnitrans with written notice to proceed as described in Section 10 of the Master Agreement.

**11. Reporting Requirements.**

11.1 Omnitrans will track required information and provide all documents, progress reports, invoices, and other submissions to the City in accordance with the requirements of the Incorporated Documents.

11.2 The format for the documents referenced in Section 11.1 above must be in accordance with the requirements that are set forth in Section 12 of the Master Agreement and any applicable exhibits thereto, or in a similar format as requested by the City.

11.3 Omnitrans will submit such documentation to satisfy the reporting requirements of this Section 11 in a timely manner as specified in this Agreement, or upon request by the City, to allow the City to comply with its obligations to SGC under Section 12 of the Master Agreement.

**12. Costs.**

12.1 Invoices submitted by Omnitrans to the City must comply with the eligible cost requirements as detailed in Section 13 of the Master Agreement, and must be accompanied by adequate documentation as required by Section 13.

12.2 Omnitrans will not intentionally invoice City for payment under the Sub Grant for any ineligible costs, as described in Section 13(iii) of the Master Agreement.

**13. Billing.**

13.1 Omnitrans will utilize the invoice templates provided in Attachments E-2 and E-3 of the Master Agreement, or such other similar forms approved or required by the City. Omnitrans's invoice packages must conform to all requirements as detailed

in Section 14 of the Master Agreement, except as otherwise specified by the City ("Invoice Packages").

13.2 Omnitrans will submit invoices within 15 calendar days before the due date for the reporting period as shown in Attachment E-3 of the Master Agreement. If Omnitrans fails to submit an invoice by this date, Omnitrans will wait to submit it in the next reporting period.

13.3 City will not process payment of an invoice until funds are received from the State. If the State does not provide funds to the City, the City is under no obligation to pay the invoice. Upon receipt of funds from the State, the City will process and pay outstanding invoices within 30 days of receiving the funds.

**14. Repayment of Funds.** If funds are not expended, or have not been expended in accordance with this Agreement and the Incorporated Documents, or if real or personal property that is acquired with Sub Grant funds is not being used, or has not been used in accordance with this Agreement and the Incorporated Documents, the City has sole discretion on behalf of itself or SGC to take appropriate action under this Agreement, at law or in equity, including but not limited to either or both of the following:

14.1 Requiring Omnitrans to forfeit any unexpended portion of the funds, including but not limited to any retention withheld from invoices.

14.2 Requiring Omnitrans to repay any funds improperly expended or paid to Omnitrans.

**15. Project-Specific Requirements.**

15.1 Among its other obligations under this Agreement, Omnitrans will comply with every provision in Exhibits C and D of the Master Agreement that relates to the Project (each such provision, a "Project-Specific Requirement").

15.2 Each obligation of "Grantee" under a Project-Specific Requirement is an obligation of Omnitrans, except as otherwise set forth in this Agreement. As between Omnitrans and the City, any reference to or any right of SGC as set forth in a Project-Specific Requirement applies to the City and may be enforced by the City on its own behalf or on behalf of, or at the direction of, SGC. A reference in a Project-Specific Requirement to the "Grant Agreement" is deemed to refer to this Agreement for purposes of this section.

**16. Monitoring and Oversight.**

16.1 The City and the State, or their designated representatives, each has the right to visit the Project site and to complete inspections in accordance with Section 21 of the Master Agreement.

16.2 Omnitrans will make its Loan Manager available for any meetings with the City and the State, as may be requested.

**17. Recordkeeping.**

17.1 Omnitrans will comply with the recordkeeping requirements set forth in Section 22 of the Master Agreement.

17.2 Omnitrans will provide evidence to the City, upon request, of its recordkeeping practices and procedures, and will provide the City with access to any record required to be maintained in accordance with Section 22 upon written request with reasonable time for Omnitrans to produce the requested record.

**18. Public Records Act; Publicity.**

18.1 Omnitrans recognizes that documents and other records produced in performance of this Agreement, as detailed in Section 23 of the Master Agreement, may be subject to disclosure under the Public Records Act.

18.2 Omnitrans will not utilize any such materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

18.3 The City and the State have the right to use any document, record, or data described in this section 18 for any public purpose.

18.4 Omnitrans will comply with all the requirements of section 52 of the Master Agreement the same as if Omnitrans were the Grantee under that Agreement. Furthermore, Omnitrans will submit copies of all publicity materials that make reference to the Project (including but not limited to signage, flyers, pamphlets, websites, emails, etc.) to the City's city manager (or his or her designee) for prior approval, at the city manager's sole and absolute discretion. Omnitrans may not publish any Project-related publicity material without city manager's prior approval.

**19. Audit and Record Retention.**

19.1 Omnitrans will maintain all records for possible audit, as set forth in Section 24 of the Master Agreement.

19.2 The City and the State, or their designated representatives, each has the right during normal business hours to review and copy any record and supporting documentation pertaining to the performance of this Agreement and to interview any employee who might reasonably have information related to such records.

19.3 Omnitrans and its Subcontractors must maintain copies of Project records for at least four years after the Performance Period (defined in the Master Agreement)

ends. If a longer period of records retention is stipulated to by the City and SGC, and Omnitrans has notice of the longer retention period, it and its Subcontractors will maintain Project records for the longer retention period.

19.4 The City and the State each have the right to conduct one audit each year during the term of this Agreement and up to four years after the Performance Period with advance written notice to Omnitrans.

19.5 The City and the State each may require recovery of payment from Omnitrans, issue a Stop Work Order, or terminate this Agreement, as warranted, based on an audit finding, or avail itself of any other proper remedy available in law or equity.

**20. Compliance.**

20.1 Omnitrans will comply with all applicable federal, state, and local laws, ordinances, regulations, plans, and design standards. Omnitrans will secure and maintain all permits or licenses required by authorities having jurisdiction over the Project area. Omnitrans will comply with applicable requirements of the California Environmental Quality Act as it relates to Omnitrans's obligations under this Agreement. Omnitrans will promptly provide evidence of compliance upon written request by the City.

20.2 Omnitrans represents and warrants that it is not and will not become:

(A) In violation of any order or resolution subject to review promulgated by CARB or an air pollution control district;

(B) Subject to a cease and desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or

(C) Determined to be in violation of provisions of federal law relating to air or water pollution.

20.3 Omnitrans will ensure that its Subcontractors comply with all terms in this section 20 with respect to the Project.

20.4 Omnitrans will comply with Section 25 of the Master Agreement.

**21. Insurance.**

Omnitrans will comply with all requirements set forth in Section 26 of the Master Agreement related to insurance. Insurance policies must name the City and the State of California, and their officers, agents, employees and servants as additional insured parties for the commercial general liability and automobile liability, as specified in Section 26. Certificates

of Insurance must be submitted to the City within 60 days of the execution of this Agreement, except as otherwise agreed upon by the City in writing. Omnitrans will notify City of any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.

**22. Indemnification.**

Omnitrans agrees to indemnify, defend (with counsel reasonably approved by the State or City, with respect to each) and hold harmless the State, the City and their employees, officers or agents from and against any and all claims, injury, damages, liability, loss or attorneys' fees arising out of or in connection with the subject matter, terms or performance of this Agreement, the Master Agreement, and from any suit, proceeding or challenge against the State, the City or their employees, officers or agents by a third party alleging that by virtue of the terms of this Agreement or the Master Agreement, the City, the State or their employees, officers or agents have done any wrongful act or breached any representation, whether based on a claim in contract, tort or otherwise, excepting gross negligence and intentional misconduct. The provisions of this Section 21 are in addition to, and not in lieu of, Section 37 of the Master Agreement.

**23. Additional Terms of Master Agreement.**

Without limiting any other obligations in this Agreement, Omnitrans agrees to comply with the following provisions of the Master Agreement as determined to be applicable. All obligations of "Grantee" as set forth in these provisions apply to Omnitrans to the same extent as they apply to the City, except as otherwise set forth in this Agreement. As between Omnitrans and the City, any references to or any rights of SGC as set forth in the following provisions also apply to the City, and may be enforced by the City on its own behalf or on behalf of, or at the direction of, SGC. References in the following provisions to the "Grant Agreement" also refer to this Agreement.

23.1 Section 19 of the Master Agreement ("Availability of Funds")

23.2 Section 28 of the Master Agreement ("Personally Identifiable Information")

23.3 Section 29 of the Master Agreement ("Ownership").

23.4 Section 30 of the Master Agreement ("Non-Performance").

23.5 Section 31 of the Master Agreement ("Disputes").

23.6 Section 32 of the Master Agreement ("Stop Work Order").

23.7 Section 35 of the Master Agreement ("Governing Law and Venue"). As to any legal dispute that involves the State, venue is in Sacramento County, California. In the case of a dispute between Omnitrans and the City, venue is in San Bernardino County, California, unless otherwise required by SGC.

23.8 Section 38 of the Master Agreement ("Waiver").

23.9 Section 40 of the Master Agreement ("Force Majeure").

23.10 Section 41 of the Master Agreement ("Expatriate Corporations").

23.11 Section 42 of the Master Agreement ("Corporation Qualified to do Business in California").

23.12 Section 43 of the Master Agreement ("Self-Dealing and Arm's Length Transactions").

23.13 Section 44 of the Master Agreement ("Relocation").

23.14 Section 45 of the Master Agreement ("Americans with Disabilities Act").

23.15 Section 46 of the Master Agreement ("Non-discrimination Clause").

23.16 Section 47 of the Master Agreement ("Drug-Free Workplace Certification").

23.17 Section 48 of the Master Agreement ("Child Support Compliance Act").

23.18 Section 49 of the Master Agreement ("Environmental Justice").

23.19 Section 50 of the Master Agreement ("Union Organizing").

23.20 Section 51 of the Master Agreement ("Prevailing Wages and Labor Compliance").

23.21 Section 52 of the Master Agreement ("Publicity").

23.22 Section 53 of the Master Agreement ("Recycled Content)". Omnitrans will provide all information requested by City in order to allow City to comply with its certification obligations related to post-consumer material.

23.23 Section 54 of the Master Agreement ("Severability")

23.24 Section 55 of the Master Agreement ("Terms that Survive").

**24.** **Independent Party/Not an Agent of the City or State**. Omnitrans and its employees, agents and Subcontractors, in their performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the City or the State.

**25.** **Notices**. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office,

certified mail, return receipt requested, postage prepaid, addressed as follows and is effective upon receipt thereof:

| CITY: | OMNITRANS: |
|---|---|
| City of Ontario<br>303 East "B" Street<br>Ontario, CA 91764-4196<br>Attn: Julie Bjork, Executive Director,<br>Housing & Neighborhood Preservation Agency | P. Scott Graham<br>CEO/General Manager<br>Omnitrans<br>1700 W. Fifth St.<br>San Bernardino, CA 92411 |

**26.** **Third-Party Rights.** Nothing in this Agreement gives any right or benefit to anyone other than the City and the State of California.

**27.** **Entire Agreement.** This Agreement, with its exhibits, and the Incorporated Documents, represents the entire understanding of City and Omnitrans as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that there has been no representation, inducement, promise, or agreement on which it has relied that is not incorporated herein. All other agreements as to this subject matter are void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

**28.** **Severability.** If any provision of this Agreement or the Master Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that portion must be deemed severed from this Agreement or the Master Agreement, as applicable, so that the remaining parts remain in full force as though the invalid, illegal, or unenforceable portion has never been part of this Agreement or the Master Agreement.

**29.** **Successors and Assigns; Assignment.** This Agreement binds and inures to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Omnitrans may not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent is invalid and void.

**30.** **Waivers.** All waivers must be in writing. Failure to insist upon strict performance of any provision, right, duty, or obligation in this Agreement is not a waiver of the right to enforce that provision, right, duty, or obligation, nor any other provision, right, duty, or obligation in the future.

**31.** **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**32.** **Attorneys' Fees.** If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party has the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

**33.** **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

**34.** **Termination.** Notwithstanding any other provision of this Agreement, at any time, and without liability to the City, this Agreement may be terminated by the City or amended to reduce the amount of the TCC Program funds.

34.1 The City may terminate this Agreement if the State terminates the Master Agreement, withdraws its funding to the City, or reduces the funding under the Master Agreement, or for convenience.

34.2 The City will give written notice at least seven calendar days before terminating this Agreement.

34.3 Upon any termination of this Agreement, Omnitrans will comply with the provisions applicable to Grantee under Section 34(i)(a)-(c) of the Master Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**Signature Page for Cooperative Agreement**
**Between the City of Ontario**
**and Omnitrans**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF ONTARIO**

*Approved By:*

Scott Ochoa
City Manager

*Approved as to Form:*
Best Best & Krieger LLP

City Attorney

*Attested By:*

City Clerk

**OMNITRANS**

*Approved By:*

P. Scott Graham
CEO/General Manager

*Approved as to Form:*

A. Haviva Shane
Omnitrans Legal Counsel

**EXHIBIT "A"**
**MOU**

**[attached behind this page]**

**MEMORANDUM OF UNDERSTANDING**
**BY AND BETWEEN**
**CITY OF ONTARIO**
**AND**
**OMNITRANS**
**REGARDING ADMINISTRATION OF GRANT FUNDING FROM THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM**

This Memorandum of Understanding is entered into on this 30 day of November 2017, between the City of Ontario, a California municipal corporation and general law city, and Omnitrans, a California joint powers authority. The City of Ontario and Omnitrans are sometimes referred to herein individually as "Party", and collectively as the "Parties".

## RECITALS

WHEREAS, for Fiscal Year 2016/17, the California Legislature has appropriated $140 million for a new state grant program, the Transformative Climate Communities Program ("grant program" or "grant"); and

WHEREAS, as part of an initial rulemaking by the Strategic Growth Council on December 6, 2016, a minimum of three-quarters of that appropriation was allocated for the cities of Fresno and Los Angeles, and the remainder was left unallocated for a yet-to-be-determined "third location"; and

WHEREAS, per the guidelines of the grant program, the City of Ontario is identified as a city eligible for funding; and

WHEREAS, the grant program guidelines indicate that community based organizations, local governments, nonprofit organizations, joint powers authorities, and other assorted entities are "eligible applicants" and may submit applications for funding a project area within an eligible city; and

WHEREAS, the grant program guidelines require eligible applicants to form a "Collaborative Stakeholder Structure" to develop and submit one application based upon a shared vision, and sign a Memorandum of Understanding that describes governance of the organizational structure; and

WHEREAS, the grant program guidelines require designation of one "Lead Applicant"/"Grantee," and an unlimited number of "Co-Applicants"/"Partners"; and

WHEREAS, the "Lead Applicant"/"Grantee" will enter into a grant agreement with the State of California and be responsible for compiling and submitting all invoices and reporting documents; and

WHEREAS, the "Lead Applicant"/"Grantee" will be responsible for disbursing grant funds to all "Co-Applicants"/"Partners"; and

WHEREAS, eligible applicants may apply for either an "Implementation Grant" or a "Planning Grant"; and

WHEREAS, on August 24, 2017, the Strategic Growth Council adopted a program timeline indicating that full applications for an Implementation Grant are due November 30, 2017; and

WHEREAS, the City of Ontario and Omnitrans, along with other co-applicants, intend to submit a full application for an Implementation Grant; and

WHEREAS, in furtherance of that application, the City of Ontario and Omnitrans now wish to enter into a Memorandum of Understanding that establishes a "Collaborative Stakeholder Structure" for the administration of Transformative Climate Communities Program ("TCC") grant funds, should the City of Ontario be designated as the third location for funding.

**NOW, THEREFORE**, in consideration of the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the undersigned parties, as potential participants in the State of California's Transformative Climate Communities Program, hereby agree to the following terms and responsibilities for administration of the grant program as follows:

1. Incorporation of Recitals. The Parties hereby affirm and incorporate by reference into this Memorandum of Understanding (MOU) the Recitals set forth above.

2. Definitions.

   a. "TCC" shall mean the Transformative Climate Communities grant program.

   b. "Applicants" shall mean the City of Ontario and all Co-Applicants who submit an application for TCC grant funding.

   c. "Lead Applicant/Grantee" shall mean the City of Ontario, a general law city and municipal corporation duly organized and existing under the California Constitution and laws of the State of California.

   d. "Co-Applicant/Partner" shall mean all entities legally incorporated in the State of California that act conjointly with the City of Ontario for the purpose of applying for, and ultimately implementing, a TCC grant.

   e. "Stakeholders" shall mean a type of organization that will participate in the OTCCT for the purpose of providing regional information but non-monetary support.

   f. "Healthy Ontario TCC Neighborhood Council" shall mean the advisory community group that shall provide guidance and input on the administration and implementation of the grant program.

g. "Ontario Transformative Climate Community Trustees" shall mean the collaborative stakeholder group responsible for overseeing implementation of the grant program, including the Indicator Tracking Plan, the Displacement Avoidance Plan, and the Community Engagement Plan submitted as part of the application for the grant. The Grantee and all Partners shall be part of this group, along with an advisory member from the Healthy Ontario TCC Neighborhood Council.

h. "City of Ontario" shall mean the City, its employees, agents, or other designees assigned by the City Manager or the Ontario City Council.

i. "Omnitrans" shall mean Omnitrans, its employees, agents, or other designees.

j. "MOU" shall mean this Memorandum of Understanding, as executed between the City of Ontario and Omnitrans.

k. "Grant Term" shall mean a period of three (3) years beginning from the date of execution of a grant agreement between the City of Ontario and the State of California as well as for the term of any required "Reporting Period" of up to five (5) additional years.

3. Term. The term of this MOU shall be from the date first set forth above until the announcement of grant recipients by the State of California. If the State of California selects the City of Ontario as a grant recipient, the term of this MOU shall be extended for the entirety of the Grant Term. This MOU shall remain in effect until all rights, duties, and responsibilities of the parties are exhausted. If the State of California does not select the City of Ontario as a grant recipient, all rights, duties, and responsibilities accorded to the parties as part of this MOU shall be considered null and void.

4. Identification of Roles. The City of Ontario shall be the "Lead Applicant"/"Grantee" and all other participating parties shall be "Co-Applicants"/"Partners" or "Stakeholders" for the application and administration of the grant.

5. Governance.

a. Organization Structure.

The grant program shall be implemented and administered by the City of Ontario in partnership with community and governmental Partners in a collaborative stakeholder group: the Ontario Transformative Climate Community Trustees (or "OTCCT"). The City of Ontario and all Partners recognize the vital role of the community in the successful implementation of the grant program. Accordingly, the OTCCT shall actively promote community engagement and shall work in

conjunction with an advisory community based group: the Healthy Ontario TCC Neighborhood Council (or "Neighborhood Council"). The OTCCT and the Neighborhood Council shall have specified powers, as described below.

b. Ontario Transformative Climate Community Trustees.

i. Membership. Membership in the OTCCT shall be comprised of the Grantee, Partners and Stakeholders. A roster of members is recorded in Exhibit B to this MOU.

A. Grantee.

The City of Ontario shall serve as the Grantee.

B. Partners.

Partners shall assist the City of Ontario in direct management of projects and through participation in the OTCCT. Omnitrans shall serve as a Partner in the OTCCT. The terms and responsibilities for Omnitrans' administration of grant funded projects is recorded in Exhibit A to this document.

C. Stakeholders.

Stakeholders are available to the City of Ontario as a resource to provide regional information and non-monetary support.

ii. Powers.

A. Implementation. The OTCCT shall be responsible for programmatic oversight and administration of the grant program. Oversight responsibility specifically concerns adherence to:

1. The overall work plan, timelines, and budgets as approved as part of the executed grant program contract agreement with the State of California;

2. The Indicator Tracking Plan, Displacement Avoidance Plan, and Community Engagement Plans as included as part of the application for grant program funding;

3. The goals and broader intentions of the grant program;

4. Any obligations stemming from this MOU.

B. Meeting Rules. The OTCCT shall have the power to set internal policies governing the administration of OTCCT meetings and other administrative conduct.

1. Internal policies shall be adopted by majority vote of the members of the OTCCT.

C. Stakeholders. Stakeholders shall have a non-responsible role in the OTCCT.

iii. Meetings

A. Schedule.

The City of Ontario shall provide for regular, adjourned regular, and special meetings of the OTCCT, provided, however, that at least one regular meeting shall be held in each year. The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by majority agreement of the OTCCT members and a copy of the resolution shall be posted on the publicly accessible website of the OTCCT.

B. Special Meetings.

Special meetings may be called at the request of: (1) the City of Ontario; (2) any two Partners; or (3) the Healthy Ontario TCC Neighborhood Council.

C. Transparent Decision-Making Processes/Meeting Facilitation Procedures.

1. The OTCCT shall maintain a publicly accessible website with information about both the overall grant program and all individual projects. The website shall include a section which provides the public opportunity to communicate with the OTCCT.

2. The OTCCT shall post agendas and meeting information on its publicly accessible website at least seventy-two (72) hours before the convening of any regular meeting.

3. The OTCCT shall post agendas and meeting information on its publicly accessible website at least twenty-four (24) hours before the convening of any special meeting.

4. All meetings of the OTCCT and the Healthy Ontario TCC Neighborhood Council shall be open to the public.

5. Minutes of each meeting shall be recorded and posted on the publicly accessible website of the OTCCT.

D. Guiding Principles.

In the administration of the grant program, the partners shall strive to embody and value the following principles:

- Excellence
- Integrity
- Service
- Innovation
- Leadership
- Partnerships
- Quality of Life

c. Process for Involving Community Representatives in Decision-Making.

The OTCCT shall be responsible to actively seek out the input of the community, including specified community groups during the administration of the grant program. The community shall have a permanent and ongoing opportunity to provide feedback to the OTCCT through the Healthy Ontario TCC Neighborhood Council (or "Neighborhood Council"), a regularly-meeting body convened by the City of Ontario and community leaders. Meetings of the Neighborhood Council shall be open to all members of the public, and shall be noticed online and to any email lists of individuals requesting meeting notices. The Neighborhood Council shall have the right to convene meetings of the OTCCT to provide accountability. A designee of the Neighborhood Council shall sit in an advisory capacity on the OTCCT.

iv. Legal and Financial Considerations.

a. Parties recognize that the San Bernardino County Transportation Authority will not receive grant funds or manage projects receiving grant funding.

b. San Bernardino County Transportation Authority shall not be liable for the actions, omissions, or financial obligations of the Grantee or any Partner(s) taken in furtherance of the implementation of the grant program.

v. Termination of Agreement. The City of Ontario or Omnitrans may, by written notice, terminate the whole or any part of this Agreement at any time by giving written notice of termination and specifying the effective date thereof.

vi. Issues of Mutual Understanding. It is mutually understood and agreed by and between the Parties that this MOU will serve to form the basis of services provided. Parties recognize that this document is subject to future revisions as required, per mutual evolution of the needs of the City of Ontario and of each partner, and subject to approval of the State of California. Such revisions shall be effective only upon the Parties' execution of a written amendment to this MOU.

vii. Indemnification. The indemnification and defense obligations set forth in this MOU shall survive the expiration or termination of this MOU. Omnitrans agrees to indemnify, defend (with counsel reasonably approved by City of Ontario) and hold harmless City of Ontario and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liabilities resulting or arising from Omnitrans' negligent acts or omissions which arise from Omnitrans' performance of its obligations under this MOU. The City of Ontario agrees to indemnify, defend (with counsel reasonably approved by Omnitrans), and hold harmless Omnitrans and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liabilities resulting or arising from negligent acts or omissions which arise from the City of Ontario' acts in furtherance of the Transformative Climate Communities Program. In the event the City of Ontario and/or Omnitrans is found to be comparatively at fault for any claim, action, loss, damage and/or liability resulting or arising from its respective obligations under this Agreement, the City of Ontario and/or Omnitrans shall indemnify the other party to the extent of its comparative fault.

viii. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Party's consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this MOU.

ix. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases,

sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

x. Governing Law and Venue. This MOU shall be governed by the laws of the State of California without regard to conflicts of laws principles. Venue shall be in San Bernardino County, California.

**SIGNATURES ON FOLLOWING PAGE**

**SIGNATURE PAGE TO**
**MEMORANDUM OF UNDERSTANDING**
**BY AND BETWEEN**
**CITY OF ONTARIO**
**AND**
**OMNITRANS REGARDING ADMINISTRATION OF GRANT FUNDING FROM THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be entered into as of the date set forth above.

**CITY OF ONTARIO**

By: _____
Scott Ochoa, City Manager

Date: 11/30/17

APPROVED AS TO LEGAL FORM:

Best Best & Krieger LLP

By: _____
City Attorney

ATTEST:

By: _____
Asst. City Clerk

**OMNITRANS**

By: _____
Scott Graham, CEO/General Manager

Date: 11/28/17

APPROVED AS TO LEGAL FORM:

Best Best & Krieger LLP

By: _____
Haviva Shane, General Counsel for Omnitrans

## EXHIBIT A
## TERMS AND RESPONSIBILITIES FOR ADMINISTRATION AND IMPLEMENTATION OF PROJECTS FUNDED BY THE GRANT PROGRAM

### A. OMNITRANS PROJECT IMPLEMENTATION RESPONSIBILITIES

Omnitrans' responsibilities for administration and implementation of projects funded by the grant program shall be as follows:

1. Participation in oversight and administration of the grant program as part of the Ontario Transformative Climate Communities Trustees

   a. Roles and responsibilities for participation in this group are recorded in Sections 1-5 of this Memorandum of Understanding between the City of Ontario and Omnitrans.

2. Enhancement and Expansion of Omnitrans Bus Service in the TCC Project Area

   As of November 30, 2017, Omnitrans operates four bus routes in the TCC Project Area: Route 61, Route 83, Route 84, and Route 86. Omnitrans shall enhance and expand service along these routes as follows:

   a. The addition of "premium" bus shelters and "standard" bus shelters at bus stops throughout the project area. "Premium" shelter locations will be prioritized by ridership and will include: solar-powered lighting and electronic real-time bus arrival information signs, advertising panel, customer information, bench, trash receptacle, and optional bicycle rack. Shelters will help to encourage bus ridership throughout the project area.

   b. Route 83:

      i. Omnitrans shall maintain the existing alignment of Route 83 within the project area (as of November 30, 2017) for the course of the grant term. However, Omnitrans may make minor changes to bus stop locations if needed, with input from the City.

      ii. Omnitrans shall improve existing 60 minute frequency service on Route 83 to 30 minute frequency service during morning and afternoon/evening peak commute hours. Omnitrans may still make minor schedule adjustments on the Route 83 with input from the City.

      iii. Omnitrans shall procure, operate, and maintain two buses in order to achieve the increase in service on Route 83.

c. Route 86:

i. Omnitrans shall, pending approval of the Omnitrans Board of Directors, make staff recommendation for the realignment of Route 86 to cover stops on Bon View Avenue, including Baldy View ROP, and the Dorothy Quesada Community Center, as identified as high priority stops during the community engagement process of this grant program. Exact bus stop locations are to be determined by Omnitrans with input from the City.

3. Transit Pass Program

a. TCC grant funding shall be used to purchase monthly transit passes from Omnitrans for unlimited use of Omnitrans' fixed route bus network to specified residents of the TCC project area.

i. "Low-income" and "very-low income" residents of the project area shall be given preference for receipt of monthly transit passes.

1. "Low-income" and "very-low income" are defined as 30% to 80% of local area median income.

ii. Transit passes shall be distributed by the City of Ontario through a program run in conjunction with the City's affordable housing program using available technology to the fullest extent possible.

4. Real Time Bus Information

a. Omnitrans shall provide technical advice and assistance for the City's installation of equipment for electronic display of real-time bus arrival information in City-owned facilities in the project area, including the Downtown Ontario Mobility Hub.

5. Time for Performance

a. Time is of the essence for each and every provision of this MOU.

b. Omnitrans shall perform duties necessary for successful project implementation in accordance with the TCC "Work Plan" submitted to the Strategic Growth Council as part of the Final Application for grant funding. If modifications are made to the work plan as part of the contract for implementation between the grantee and the State of California, duties shall be performed in accordance with that modified work plan.

c. If at any time Omnitrans becomes unable or unwilling to fulfill the responsibilities set forth in this section, Omnitrans shall provide written notice to the City of Ontario indicating an intent to withdraw from the grant program. Such written notice shall specify the date of withdrawal, which may be no less than one hundred-eighty (180) days from the date that written notice is received by the City of Ontario. Additionally,

Omnitrans shall make all reasonable efforts to identify a successor agency capable of fulfilling the responsibilities of this section, and shall work with the City of Ontario and the State of California to transfer and assign any responsibilities to said agency.

d. If a loss of grant funding or a reduction in the amount of funding occurs that impacts Omnitrans' ability to fulfill its program implementation responsibilities as outlined herein in Exhibit A, then a mutually agreeable amendment shall be made to this MOU that changes Omnitrans' program implementation responsibilities to be in line with what is provided for in the TCC grant agreement.

## B. OMNITRANS GRANT ADMINISTRATION RESPONSIBILITIES

1. Data. Omnitrans shall participate in all data collection requirements necessary to complete reporting requirements associated with the grant program.

   a. In accordance with any data collection guidelines provided by the State of California, Omnitrans shall provide timely responses for requests for data from the City of Ontario or the State of California. Data shall be collected based on a schedule dictated by data reporting requirements of by the State of California. Omnitrans shall not refuse to provide data without providing written justification for the withholding. Failure to fully and accurately provide information within the timeframes requested by the State of California shall be grounds for the removal of Omnitrans as administrator of grant funded projects.

2. Invoicing. Omnitrans shall invoice the City of Ontario, as "Grantee" of the grant program for services provided. Invoices shall be provided in a manner consistent with the grant agreement between the City of Ontario and the State of California.

   a. Invoicing Policies

      i. Omnitrans shall provide written invoice using the form template provided by the State of California or the City of Ontario.

      ii. Omnitrans shall provide, in accordance with any template provided by the State of California, or applicable requirements of any other state agency whose invoicing policies pertain to Omnitrans' administration of the grant program, any backup materials necessary to demonstrate completion of work.

      iii. Omnitrans shall preserve and maintain a record of all backup materials for a period of five (5) years after the completion of the grant term. Omnitrans shall maintain complete and accurate records with respect to all costs and expenses incurred under this MOU. All such records shall be clearly identifiable. In keeping such records, Omnitrans must establish and maintain on a current basis

an adequate accounting system in accordance with any City of Ontario or State of California directives and generally accepted accounting principles.

iv. Omnitrans shall designate an individual responsible for the collection of backup materials and for handling invoicing.

v. The frequency at which invoices may be submitted by Omnitrans is to be determined, based on the terms of the final grant agreement between the City of Ontario and the State.

3. Omnitrans shall utilize best practices for financial accountability, including the employ of professional financial accountants, bookkeepers, or other state certified practitioners reasonably qualified to administer grant funds.

4. Omnitrans shall afford the City of Ontario and the State of California the right to review project records and perform site visits during the project implementation and quantification periods.

5. The City of Ontario or the State of California may conduct audits or reviews as necessary to carry out or verify the responsibilities of Omnitrans under terms of the grant program. Omnitrans agrees to cooperate fully with all persons conducting said audits or reviews. The City, and any authorized representatives, shall at all times and up to five (5) years following the date of the final payment made under this MOU, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of Omnitrans related to this MOU. Where indications of misappropriation or misapplication of the funds of this MOU cause the City to require an additional audit, the cost of the audit will be deducted from the Grant funds otherwise payable to Omnitrans. Should the City subsequently determine that the additional audit was not warranted, the amount deducted for the audit will be restored to the grant funds. Omnitrans shall reimburse back to the grant program all misappropriated or misapplied funds. In the event the City uses the judicial system to recover misappropriated or misapplied funds, Omnitrans shall reimburse the City legal fees and court costs in addition to awards. Within thirty (30) days of completion of any audit report, Omnitrans shall provide the City a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report.

## C. CITY OF ONTARIO GRANT ADMINISTRATION RESPONSIBILITIES

1. Data. The City of Ontario shall be responsible for the collection of data and the transmission of all data reports to the State of California. Requests for data from Omnitrans shall be made

in writing. The City of Ontario will make all reasonable efforts to provide Omnitrans with at least fourteen (14) days to compile any requested data.

2. Invoicing. The City of Ontario shall act as "Grantee" and fiscal agent for the administration of grant funding. The City of Ontario will be responsible for collecting and transmitting invoices for work performed by Partners and the City. Per terms of the grant agreement with the State of California, the City of Ontario shall disburse funding allocated for projects listed in Section A of this Exhibit A. The City shall reimburse Omnitrans for allowable costs and expenses actually incurred by Omnitrans in connection with provision of project implementation responsibilities. Each reimbursement payment shall be in an amount equal to the allowable costs and expenses actually incurred by Omnitrans during the quarter for which reimbursement is sought.

   a. The City of Ontario shall disburse grant funds within thirty (30) days of the receipt of each invoice from Omnitrans, provided that the invoice and all work included in the invoice is in compliance with this MOU and with the requirements of the grant funds.

   b. The City of Ontario shall inform Omnitrans in writing within five (5) working days if the City intends to withhold any portion of the funding on the invoice because the invoice is not in compliance with the requirements of the grant funds, or if additional detail is needed with the invoice.

   c. Omnitrans shall make a good faith effort to provide within five (5) working days any additional detail requested by the City to support the invoice.

   d. Payment Upon Termination. In the event of termination of this MOU, the City shall authorize full payment to Omnitrans for all services performed which have been previously approved and actually incurred by Omnitrans at the time of termination, which amount shall not exceed the reasonable value of the work completed. In ascertaining the services actually rendered hereunder up to the date of termination of this MOU, consideration shall be given to both completed work and work in process of completion.

3. Accounting. The City of Ontario will utilize industry-standard internal controls for account management, and make use of line item accounting or escrow accounts wherever applicable. The City's Fiscal Services Department will be utilized to manage records and comply with any state, federal, or grant-specific accounting requirements.

**EXHIBIT B**
**ONTARIO TRANSFORMATIVE CLIMATE COMMUNITIES TRUSTEES MEMBERSHIP**

**Members of Ontario Transformative Climate Communities Trustees**

**Grantee/Fiscal Agent**

1. City of Ontario

**Partners**

2. National CORE
3. City of Ontario Housing Authority
4. Huerta del Valle
5. Partners for Better Health
6. Grid Alternatives
7. Omnitrans
8. San Bernardino County Workforce Development
9. San Bernardino County Public Health Department
10. Inland Empire Small Business Development Center

**Stakeholders**

11. Center for Community Action and Environmental Justice (CCAEJ)
12. Safe Routes to School National Partnership
13. Ontario-Montclair Schools Foundation
14. Inland Empire Fair Housing and Mediation Board
15. Mercy House
16. Neighborhood Partnership Housing Services
17. San Bernardino County Transportation Authority (SBCTA)

**Healthy Ontario Neighborhood Council Delegate *(ex-officio)***

As Designated by Neighborhood Council

**EXHIBIT "B"**
**MASTER AGREEMENT**

**[attached behind this page**

STATE OF CALIFORNIA
OFFICE OF PLANNING AND RESEARCH

# GRANT AGREEMENT

BSO-02 (Rev 12/18)

GRANT AGREEMENT NUMBER: SGC18120

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME
Office of Planning and Research / Strategic Growth Council, hereinafter referred to as "State"

GRANTEE'S NAME
City of Ontario hereinafter referred to as "Grantee"

2. The term of this Agreement is: Upon Execution through March 31, 2026

3. The maximum amount of this Agreement is: $ 33,250,000.00
Thirty-Three Million, Two-Hundred Fifty Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.


| | | |
|---|---|---|
| TABLE OF CONTENTS | 3 | page(s) |
| Exhibit A – Scope Of Work | 27 | page(s) |
| Exhibit B – Budget and Schedule of Deliverables | 42 | page(s) |
| Exhibit C – Special Terms and Conditions | 9 | page(s) |
| Exhibit D – AHSC Special Terms and Conditions | 2 | page(s) |
| Exhibit E – Attachments | 233 | page(s) |


**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

| GRANTEE | | California Department of General Services Use Only |
|---|---|---|
| *GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)*<br>City of Ontario | | |
| BY *(Authorized Signature)*<br>✍ | DATE SIGNED*(Do not type)* | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS | | |
| **STATE OF CALIFORNIA** | | |
| AGENCY NAME<br>Office of Planning and Research / Strategic Growth Council | | |
| BY *(Authorized Signature)*<br>✍ | DATE SIGNED*(Do not type)* | ☑ Exempt per: SCM 1, 4.06 |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Louise Bedsworth, Executive Director, Strategic Growth Council | | |
| ADDRESS<br>1400 Tenth Street, Sacramento, CA 95814 | | |

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# EXHIBIT A – SCOPE OF WORK

## PART 1 – Recitals

WHEREAS, the purpose of this document is to memorialize the terms and conditions related to the Office of Planning and Research / Strategic Growth Council's award of grant funds to the City of Ontario, the Grantee;

WHEREAS, the authority for this Implementation Grant Agreement is the Transformative Climate Communities (TCC) Program statute (Public Resources Code, Sections 75240 – 75243) and the TCC Program Guidelines, as approved for release on August 23, 2017 and amended on October 23, 2017;

WHEREAS, funds have been appropriated for the Transformative Climate Communities Program to the Strategic Growth Council through the Governor's Office of Planning and Research by the Budget Act of 2016 (AB 1613; Section 4);

WHEREAS, the TCC Project that is the subject of this Implementation Grant Agreement was approved by the Strategic Growth Council on January 29, 2018;

WHEREAS, the Implementation Grant Agreement will be between the Strategic Growth Council and the Grantee;

WHEREAS, the Strategic Growth Council will grant to Grantee, pursuant to the above authorization, a sum not to exceed Thirty-Three Million, Two-Hundred Fifty Thousand Dollars and No Cents ($33,250,000), upon and subject to the terms of this Implementation Grant Agreement and consistent with the terms of the TCC Program Guidelines;

WHEREAS AB 2722 requires that projects maximize climate, public health, environmental, workforce, and economic benefits;

WHEREAS AB 2722 requires that projects avoid economic displacement of low-income disadvantaged community residents and businesses;

WHEREAS AB 2722 requires that projects demonstrate community engagement in all phases;

WHEREAS all California Climate Investment projects must comply with monitoring and reporting requirements for greenhouse gas emissions reductions, co-benefits, and outcome indicators, as defined by the California Air Resources Board; and

WHEREAS, Grantee agrees to implement the entirety of the Budget and Schedule of Deliverables attached to this Grant Agreement in Exhibit B.

Now therefore, as evidenced by the parties foregoing execution of the Grant Agreement, and in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree that all funds awarded pursuant to this Grant Agreement are to be used as set forth below in this exhibit, and as may be set forth in the remaining exhibits incorporated into this Grant Agreement.

PART 2 – General Terms and Conditions

## 1. Definitions

i. "AHSC" – The Affordable Housing and Sustainable Communities Program

ii. "Application" – TCC Project application for funding, encompassing materials submitted during both application stages: Concept Proposal and Full Application

iii. "CARB Funding Guidelines" – The 2018 Funding Guidelines for Agencies that Administer California Climate Investments adopted by CARB to guide implementation of California Climate Investment programs

iv. "Grant Agreement"– Refers to this Implementation Grant Agreement and all attachments

v. "TCC Guidelines" – TCC Program Guidelines adopted on August 23, 2017, and amendments adopted on October 23, 2017

vi. "AHSC Guidelines" – The 2016/2017 AHSC Final Guidelines adopted July 17, 2017 and amended August 14, 2017 and October 23, 2017

vii. "Project Area" – Area boundary for the TCC Project, as identified in Attachment E-1

viii. "TCC MOU" – Memorandum of Understanding to be signed between Grantee and their Partners

ix. "TCC Program" – The Transformative Climate Communities Program

x. "TCC Project" – Project that will be implemented through this Grant Agreement

xi. "TCC Project Components" – Components included in the TCC Project, as described in Exhibit B:

a. "CCI Projects" – California Climate Investment Projects that will be implemented with TCC grant funds through this Grant Agreement, and that are compliant with the California Climate Investment project types listed in Appendix D of the Guidelines. These project types have approved GHG quantification methodologies.

b. "Non-CCI Projects" – Non California Climate Investment Projects that will be implemented with leverage funding and subject to this Grant Agreement.

c. "Transformative Plans" – Term encompassing all four (4) transformative plans: Displacement Avoidance, Community Engagement, Workforce Development, and Indicator Tracking.

xii. Time Periods within the Grant Term:

a. Project Completion Period
   (i) Applies to all TCC Project Components, with the exception of Indicator Tracking.
   (ii) Up to five (5) years from the date that the Parties have signed the Grant Agreement, unless otherwise amended. All TCC Project Components, with the exception of Indicator Tracking, must be completed during the Project Completion Period.

b. Performance Period
   (i) May apply to CCI Projects only
   (ii) Begins immediately after each CCI Project is completed, if applicable
   (iii) Length of the Performance Period will vary for each applicable CCI Project and will be used to complete any additional required Indicator Tracking requirements.
   (iv) Will extend no longer than March 31st, 2026.

xiii. Entities involved in the grant implementation process:

a. “CARB” – California Air Resources Board

b. “Evaluation Technical Assistance” – Team hired by SGC to refine Grantee’s Indicator Tracking Plans and assess the impact and benefits of the TCC Program

c. “Grantee” – Entity responsible for leading the implementation of the TCC Project; identified as Lead Applicant in the Application

d. "Lead Entity" – Entity leading the implementation of a component of the TCC Project; must be Grantee or a Partner

e. “OPR” – Office of Planning and Research

f. “Parties” – SGC and Grantee, collectively

g. “Partners” – Entities supporting the implementation of the TCC Project; identified as Co-applicants in the Application

h. “SGC” – The Strategic Growth Council

i. “State” – Any state agency with an oversight role over the funding or TCC Project

j. “Subcontractors” – Third-parties hired by either Grantee or a Partner

k. “Technical Assistance Staff” –Technical Assistance Staff reimbursed via a grant agreement with the Department of Conservation. Technical Assistance staff will work with Grantee during implementation of the TCC Project.

2. Incorporation

The TCC and AHSC Guidelines and all the attachments to this Grant Agreement are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement. As described in the TCC Guidelines, AHSC Project Components must conform to requirements of the AHSC Guidelines.

The performance of this grant must be conducted in accordance with the following order of precedence: the enabling legislation for the TCC Program, Grant Agreement, TCC Guidelines, and AHSC Guidelines.

3. Grant Term

The grant term will commence on the date that the Parties have signed the Grant Agreement. SGC will notify Grantee when work may begin. The grant term ends March 31st, 2026, unless otherwise terminated or amended.

Grantee’s obligations under this Grant Agreement must be deemed discharged only once all terms of this Grant Agreement are fulfilled. Grantees will be subject to the Project Completion and Project Performance Periods as defined under this Grant Agreement.

4. Authorized Signatories

The SGC Executive Director or designee is authorized to sign this Grant Agreement and related documents on behalf of SGC. SGC staff will notify Grantee of the day-to-day point of contact (“TCC Grant Manager”) once the grant is executed.

At the time of grant execution, Grantee will submit a letter that identifies the individual who is authorized to sign this Grant Agreement and TCC Project deliverables and related documents on behalf of Grantee. The letter must also identify any additional Authorized Designees as well as Grantee’s day-to-day Grant Manager. Use the template provided in Exhibit E (Attachment E-5).

If the Authorized Signatory or Authorized Designee is unable to sign a deliverable or related document on behalf of Grantee, Grantee must submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place. If the Authorized Signatory or Authorized Designee are funded through this Grant Agreement, Grantee must designate a different individual to sign the invoices.

Grantees must keep Authorized Signatory letters up to date and submit changes through email to the TCC Grant Manager at the subsequent bimonthly reporting due date. Authorized Signatory letters will be kept on file with SGC for up to four (4) years after the Performance Period.

5. Partners and Subcontractors

SGC's contractual relationship is with Grantee, and not any of their Partners or Subcontractors.

i. Grantee's contractual relationship with its Partners is defined by the TCC MOU (Attachment E-9) and other documents as determined by the Grantee and subject to SGC written approval, which outline the reimbursement process among Grantee, Partners, and Subcontractors. Grantee's obligation to pay its Partners and Subcontractors is an independent obligation from SGC's obligation to pay Grantee.

ii. Grantee must abide by the TCC MOU. This includes abiding by the processes defined within the TCC MOU, including, but not limited to the legal and financial considerations, transparent decision-making processes, meeting facilitation procedures, and processes for involving community representatives in decision-making.

iii. Grantee is entitled to make use of its own staff, Partners, and Subcontractors, as identified in the TCC MOU and the Budget and Schedule of Deliverables, and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. If Grantee modifies or amends the TCC MOU:

   a. Grantee must provide SGC with copies showing such changes within fifteen (15) working days.

   b. Grantee must adhere to the amendments and modifications requirements of this Grant Agreement (Exhibit A, Part 2, Section 9), if applicable.

iv. Grantee must manage, monitor, and accept responsibility for the performance of its own staff, Partners, and Subcontractors, and will conduct project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

v. Grantee must notify SGC if Grantee, Partners, or Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the TCC Project.

Nothing contained in this Grant Agreement or otherwise will create any contractual relation between SGC and any Partners or Subcontractors, and no subcontract will relieve Grantee of its responsibilities and obligations under the terms of this Grant Agreement. Grantee agrees to be fully responsible to SGC for the acts and omissions of its Partners, Subcontractors, and of persons either directly or indirectly employed by them.

6. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of SGC in the form of a formal written amendment of this Grant Agreement.

7. Document Submission

All correspondence and documents must be submitted through email and contain the Grant Agreement number and Grantee's name in the subject line.

8. Timeliness

Time is of the essence in this Grant Agreement.

9. Amendments and Modifications

Any modification or amendment of the terms of this Grant Agreement will be made in writing. No oral understanding or agreement not incorporated in the Grant Agreement as a fully executed amendment is binding on any of the Parties.

i. Any request for a modification or amendment must explain the purpose of the request, how the request is consistent with the Guidelines and intent of the TCC Program, and the effect of not approving the request. All requests must include supporting documentation to validate the request.

ii. Modification and amendment requests will be considered at the sole discretion of SGC.

iii. Requests to increase the overall grant amount or to significantly alter the deliverables of the TCC Program will not be approved because of the competitive nature of the process that resulted in the award of this Grant Agreement.

iv. Process for Modification and Amendment Requests:

a. Deadlines for Requests:

(i) Modification requests must be submitted in writing to SGC at least 30 calendar days prior to when the modification will take effect. Modifications to Exhibit B: Budget and Schedule of Deliverables may be made no more often than bimonthly.

(ii) Amendment requests must be submitted in writing to SGC at least 60 calendar days prior to when the amendment will take effect. New amendment requests will not be considered less than three (3) months prior to the end of the Project Completion Period.

b. SGC will respond to the modification or amendment request within ten (10) working days. SGC's response to Grantee may include additional questions. SGC may require additional time to make a determination (i.e., approval or denial) about the request.

c. Effective Date of Modification or Amendment:

(i) If SGC approves the modification request in writing, the modification may take effect immediately.
(ii) If SGC approves the amendment request, SGC will notify Grantee and prepare amendment documents for Grantee within another ten (10) working days, or as soon as feasible.
(iii) If SGC rejects the request in writing, Grantee may file a Dispute (Part 2, Section 31).

v. Types of allowable Modifications and Amendments:

a. Changes to the contractual parties:

(i) Modification: changes to Grantee's Authorized Signatories and Subcontractors

(ii) Amendment: changes to Partners or terms in the TCC MOU

b. Changes to the Budget and Schedule of Deliverables of any CCI Project and/or Transformative Plan:

(i) Modification: changes to the descriptions of tasks in the Budget and Schedule of Deliverables (i.e. details regarding methods used to achieve deliverables).

(ii) Amendment: changes to deliverables in the Budget and Schedule of Deliverables

c. Reallocation of funds within the Budget and Schedule of Deliverables for a CCI Project and/or Transformative Plan:

(i) Modification: less than 10 percent of funds moved between tasks

(ii) Amendment: more than 10 percent of funds moved between tasks

d. Changes to timelines

(i) Modification: changes to deliverable due dates

(ii) Amendment: changes to a Project Completion Deadline. Due to the availability of funding, under no circumstances may the amended Project Completion Period extend beyond March 31st, 2026.

e. All other requests, including reallocation of grant funds between CCI Projects and/or Transformative Plan, will be determined to be either a modification or an amendment on a case-by-case basis by SGC in a manner consistent with this section.

10. Conditions for Beginning Work

For CCI Projects, Grantee must ensure the Lead Entity achieves readiness prior to beginning reimbursable work. Lead Entity must demonstrate readiness in accordance with Appendix D of the Guidelines and the Readiness Workbook submitted with the TCC Application, and demonstrate site control of project sites.

All CCI Projects must achieve readiness within the first year of the grant term. The projects that do not meet the readiness requirements within the first year of the grant agreement will be deemed to be infeasible and ineligible for reimbursement, unless SGC gives written approval to extend the timeline to meet the readiness requirements. Funds from any projects deemed infeasible and ineligible for reimbursement cannot be allocated to new projects. Reallocation of funds, if any, to other projects included in the original grant application will be subject to the Modification and Amendment procedures outlined above.

For projects with allowable pre-construction costs that can be spent prior to achieving readiness, the Lead Entity must meet readiness requirements for the construction phase of projects prior to beginning reimbursable construction work.

For the Low Carbon Transportation: Car Sharing and Mobility project type, all project sites must be identified and meet readiness requirements prior to beginning reimbursable work.

For projects with multiple project sites that will be secured during the Project Completion Period, the following readiness requirements will apply:

i. Lead Entity does not need to demonstrate site control and compliance on all project sites prior to beginning reimbursable work. Lead Entity must still achieve all other readiness requirements in accordance with Appendix D of the Guidelines and the Readiness Workbook submitted with the Application prior to beginning reimbursable work.

ii. Lead Entity must have site control and compliance on a project site from the appropriate governing agency or private property owner prior to beginning work on a project site.

iii. Lead Entity must demonstrate site control and compliance with all applicable laws in order for SGC to reimburse Grantee for the work on a project site.

SGC has sole discretion to determine when the Lead Entity has demonstrated readiness for each CCI Project. Lead Entity may only begin reimbursable work for each CCI Project under this Grant Agreement once Grantee receives written notice from SGC.

Grantee may begin work on Transformative Plans and CCI Projects community engagement and workforce development activities after the Grant Agreement is signed.

## 11. Technical Assistance

The Grantee must hire Technical Assistance staff to work with Grantee during the Project Completion Period. Technical Assistance activities will be funded through, and defined in, a grant agreement between the Grantee and the Department of Conservation.

## 12. Reporting Requirements

i. General Reporting Requirements:

   a. All reports must be completed using templates attached to this Grant Agreement or provided by SGC.

   b. The first reporting period will begin on the start date of the Grant Agreement.

   c. All reports must be submitted to the TCC Grant Manager on the due date specified in the Reporting Schedule (Attachment E-3). When the report submission due date falls on a weekend or state-recognized holiday, reports will be due on the first working day that follows.

   d. All reports must be signed by the Authorized Signatory or Designee on file with SGC.

   e. SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.

   f. Grantee's failure to timely meet the reporting requirements may result in a delay in reimbursement.

ii. Bimonthly Progress Reports:

   a. Grantee must complete Bimonthly Progress Reports using the template attached to the Grant Agreement (Attachment E-2).

   b. Grantee must complete Bimonthly Progress Reports for the duration of the Project Completion Period.

   c. Bimonthly Progress Reports must correspond with the Budget and Schedule of Deliverables described in the Grant Agreement as well as the tasks outlined in the annual Detailed Work Plan and Budget for each CCI Project, Non-CCI Project, and Transformative Plan.

   d. Grantee must report on any readiness and compliance requirements fulfilled during the invoicing period. Grantees must provide supporting documentation, as requested by SGC.

iii. Annual Reports:

   The following materials must be submitted on an annual basis for the duration of the Project Completion Period:

   a. Annual Progress Report: Grantee must complete Annual Progress Reports using the template that will be provided by SGC.

   b. Leverage Funding Report: Grantee must submit Annual Detailed Leverage Reporting forms using the template attached to the Grant Agreement (Attachment E-2).

   c. Detailed Work Plan and Budget: Grantee must provide the annual detailed work plan and budget aligned with the Work Plan and Budget in the Grant Agreement, and submit as a deliverable.

   d. Equipment Inventory Record: Grantee must maintain an inventory of all equipment acquired with CCI funds. See Part 2, Section 29, Ownership, for further instruction regarding the equipment inventory.

   e. Indicator Tracking Report: Grantee must report annually on the tracked indicators described in Exhibit C, Part 1, Section D.

iv. Project Completion Reports:

a. Completion Report: Grantee must submit a report at the completion of each individual CCI project using the template provided by SGC.

b. Grantee must submit any supporting documentation required to demonstrate that projects are fully completed.

v. Final Reports:

a. Final Report: Grantee must submit a final report at the end of the Performance Period using the template that will be provided by SGC.

b. Leverage Funding Report: Grantee must submit a detailed summary of the leverage funding spent using the template provided by SGC.

c. Equipment Inventory Record: Grantee must submit an inventory of all equipment acquired with CCI funds using the template provided by SGC.

vi. Annual until end of the performance period and Project Completion CARB and SGC Indicator Tracking Reports:

a. Grantee must revise and update GHG reductions estimates for the following scenarios:

(i) CCI Projects for which there was insufficient information to estimate GHG emission reductions at the time of application must estimate the GHG emission reductions using applicable CARB quantification methodologies upon meeting the readiness requirements.

(ii) CCI Projects that change between the application and implementation stages in a way that would impact the estimated GHG emission reduction, must report an updated estimate.

(iii) CCI project types with a two-step approach to GHG emission reduction quantification, generally consumer-based incentive programs, must estimate GHG emission reductions again after implementation.

b. Grantee must track the following information for each CCI Project for the duration of the grant term:

(i) Inputs to support calculations of GHG reductions

(ii) Co-benefit indicators

(iii) Project outcome information

(iv) Employment benefits and outcomes

c. Grantee must track and report on all indicators incorporated into the Indicator Tracking Plan finalized with SGC and the Evaluation Technical Assistance during the Pre-Contract Consultation period (see Exhibit C, Part 1, Section D) until end of the performance period.

13. Payment Provisions

i. Grantee will be paid on a reimbursement basis:

a. Partners must invoice Grantee before Grantee submits an invoice to SGC. TCC funds will be issued to Grantee, who will be responsible for dispersing payment to Partners in accordance with the requirements contained in the TCC MOU. All invoices must be supported by adequate documentation evidencing that the direct cost for which the Partner seeks reimbursement has been incurred. Grantee

must maintain as part of its records for the TCC Project all invoices and supporting documentation from their Partners; these records will be subject to the audit provisions in Exhibit A, Part 2, Section 24.

b. SGC will not require that the Grantee pay their Partners prior to requesting reimbursement from SGC.

c. For CCI Projects, Community Engagement Plan, and Workforce Development Plan, the Grantee may only request reimbursement for eligible costs incurred during the Project Completion Period. Any work performed prior to the start date or after the end of the Performance Period will not be reimbursed.

d. During the Project Completion Period, Grantees may request reimbursement for Grant Administration costs as well as costs for Implementing CCI Projects and Transformative Plans. See Exhibit B for details.

e. During the Project Performance Period, Grantees may request reimbursement for Grant Administration costs only.

ii. Eligible costs

Grantee should refer to the TCC Guidelines including Appendices D, H, and I for eligible cost requirements. To the extent that the provisions of this Section may conflict with the TCC Guidelines, this Section takes precedent.

a. Direct costs are costs directly tied to the implementation of the TCC Project. Direct costs may include, but are not limited to: personnel, supplies, signs, or travel expenses directly tied to the implementation of the grant. Insurance premiums are only an eligible cost to the extent that the cost of coverage increased because of the award or project requirements.

b. Travel costs: Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates, in effect, during the term of this Grant Agreement.

(i) SGC will reimburse for actual expenditures, based on equivalent civil service classifications, up to the maximum state allowable rates in effect at the time of travel. The state rates are available for review at: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx . Incidental costs and travel costs outside the State of California will not be reimbursed. Tips and gratuities will not be reimbursed.

(ii) The Grantee shall maintain and submit for reimbursement for staff working on the project detailed travel records and supporting documents (e.g. travel request and approval forms, expense claims, invoices, receipts for lodging and transportation, etc.) showing the date and purpose of the grant-related travel, destination and, in the case of travel by automobile, the number of miles driven.

c. The Grantee shall ensure travel costs are outlined in the Budget Detail Worksheet (Exhibit B, Attachment 1) which should be tied to tasks and deliverables in the Work Plan (Exhibit A, Attachment 2).

d. The Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

e. CCI Project-specific allowable costs are costs that are only allowed for certain CCI Projects. These direct costs are allowed for project implementation, and therefore may not be subject to the indirect cost restrictions below. These costs may still be subject to additional restrictions per Appendix D of the Guidelines and will not be reimbursed if incurred for other CCI Projects:

(i) Operational costs are allowed under the following CCI Projects: Affordable Housing and Sustainable Communities, Low Carbon Transit Operations Program, Low Carbon Transportation, Urban Greening, Urban and Community Forestry, Organics, and Food Waste Prevention and Rescue.

(ii) Pre-construction costs (such as design, engineering, permitting, and environmental assessment) are allowed under the following CCI Projects: Affordable Housing and Sustainable Communities, Low-Income Weatherization Program, Water-Energy Grant Program, Urban Greening, Urban and Community Forestry.

f. Transformative Plan Allowable Costs are costs allowed for the implementation of the Community Engagement Plan and Workforce Development Plan:

(i) Community engagement and outreach costs must be directly related to the implementation of the CCI Projects included in the TCC Project, per Appendix H of the Guidelines. Community Engagement costs may account for no more than 8 percent of the total grant award.

(ii) Workforce development, training, and education program costs must be for eligible job training programs per Appendix I of the Guidelines.

g. Administrative costs are costs directly tied to the administration of the TCC grant, which include, but are not limited to: staff salaries and benefits, supplies, Indicator Tracking costs, and other resources used to administer the grant. Administration of the grant may include: activities required for coordinating the Grantee/Partner relationship, reporting, invoicing, etc. Administrative costs may account for no more than 10 percent of the total grant award.

iii. Ineligible costs

a. Indirect costs are not eligible for reimbursement with TCC funds. Indirect costs are defined as expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not directly tied to the grant but are necessary for the general operation of the organization. Examples of indirect costs may include, but are not limited to: salaries and benefits of employees not directly assigned to a project, but providing general support services such as personnel, business services, information technology, janitorial, and overhead such as rent, utilities, supplies, etc.

b. Under no circumstances will Grantee seek reimbursement, nor will SGC reimburse or pay Grantee, for any cost that has been, or will be, paid through another funding source. Grant funds cannot finance any activities designed to supplant rather than supplement existing local agency activities or activities with pre-existing designated funding. This cost supplantation prohibition does not apply to interim financing for housing loans.

c. Grantee must not seek reimbursement for any interest accumulated in order to finance the project.

d. Grantee will not use or allow the use of any portion of the TCC Project, including real property, for mitigation without the prior written permission of SGC. Any practices that are required as mitigation or other mandated activities of any kind may not be financed by this grant program.

iv. All costs must be reasonable, as defined below:

a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

(i) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Grant Agreement.

(ii) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Grant Agreement.

(iii) Market prices for comparable goods or services for the geographic area.

(iv) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.

(v) Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

b. SGC has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the State. The Grantee may file a Dispute to contest SGC's determination.

v. Retention

a. SGC will withhold payment of the final 5% of total requested amount for each CCI Project with exception of Grant Administration costs, Community Engagement Plan, and Workforce Development Plan invoices, until SGC determines that the requirements of that project have been fulfilled per the Grant Agreement.

14. Bimonthly Invoicing

During the Project Completion Period, the Grantee will submit by email one (1) invoice package to SGC on the Report Due Date listed in the Project Completion Period Reporting Schedule (Attachment E-3).

During the Performance Period, the Grantee will submit by email one (1) invoice package to SGC on the Report Due Date listed in the CARB Indicator Reporting Schedule (Attachment E-3).

i. Invoice Package - An invoice, supporting documentation, and the appropriate reporting materials are collectively referred to as the "invoice package."

a. Invoice – Grantee must use the invoice templates provided in Attachment E-2.

(i) Expenses should be broken out at the task level.

(ii) Expenses under each task should be broken out by cost type.

(iii) Indicator Tracking costs, travel, and equipment should be clearly identified.

b. Supporting documentation – Grantee must submit supporting documentation for all itemized costs. Documentation may include, but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered or purchase was made. Original supporting documentation is not required and should be retained by Grantee.

(i) Supporting documentation should be clearly labeled by task.

(ii) Supporting documentation does not need to be provided for administrative costs. However, Grantee must maintain records of administrative costs to be made available upon request from the State.

(iii) Records documenting time spent performing the work must identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.

c. Report(s) – Grantee must submit the appropriate reporting materials described in Exhibit A, Part 2, Section 12.

ii. Grantee must submit the invoice package electronically by email only to the TCC Grant Manager and Contracts@sgc.ca.gov. The invoice must be signed by the Authorized Signatory or Designee. By submitting the invoice package to SGC, Grantee certifies that all costs are eligible for reimbursement, that all work has been completed in accordance with the Grant Agreement, and that the invoice total reflects actual costs incurred.

a. SGC has the discretion to determine the sufficiency of work completed and completeness of an invoice package.

b. If SGC determines that an invoice package is complete and sufficient, SGC will notify Grantee and approve the invoice. SGC will issue one check to Grantee. Grantee is responsible for dispersing payment to Partners, as outlined in the TCC MOU, and any Subcontractors.

iii. Invoice packages that do not meet the requirements of this Grant Agreement, are incomplete, or have inaccuracies, will be returned to Grantee for resubmittal within ten (10) working days with an explanation of why it was not approved.

a. SGC may authorize payment of a partial invoice package and require Grantee to resubmit the remaining portions in order to fix any inaccuracies or incomplete information.

b. Grantee must resubmit the amended invoice package (either partial or full) in the same manner as the original invoice within 10 working days after receiving the notification from SGC while addressing the concerns identified by SGC.

iv. If SGC determines that Grantee submitted false or materially inaccurate invoices, supporting document or components of the Application, SGC may impose any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Grant Agreement.

v. The final invoice for each CCI Project should include a request for reimbursement of the retention withheld throughout the Project Completion Period, as discussed in Exhibit A, Part 2, Section 13, of this Grant Agreement.

## 15. Leverage Funding

i. Grantee will report on the leverage funding expended in the Bimonthly Progress Report and Annual Detailed Leverage Reporting form. Grantee must retain supporting documentation of leverage funding that will be made available to the State upon request.

ii. Leverage funding must be spent within the Project Area and for the purposes of the TCC Project.

iii. Grantee may report on the expenditure of leverage funding starting January 29, 2018 and the end of the Performance Period.

iv. If leverage funding sources change during the grant term, Grantee will notify SGC at the subsequent bimonthly reporting due date.

a. Changes in leverage funding sources that impact the Budget and Schedule of Deliverables may require an amendment to the Grant Agreement.

b. Changes in leverage funding sources that impact the 50 percent eligibility requirement in the Guidelines and Application may require a remedy to be determined between Grantee and SGC.

16. Non-CCI Projects

i. Non-CCI projects must be completed by the end of the Performance Period and within the Project Area.

ii. Grantee must integrate Non-CCI projects into the Detailed Work Plan and Budget, to be finalized within the first quarter of the grant term and updated on an annual basis.

17. Work Outside the Project Area

SGC disclaims any representations, express or implied, that any work outside the Project Area that was not approved as part of the Application is or will be funded by the TCC Program. Grantee waives any claims against SGC related to such work.

18. Repayment of Funds

If grant funds are not expended, or have not been expended in accordance with this Grant Agreement; or that real or personal property acquired with grant funds is not being used, or has not been used for purposes in accordance with the Grant Agreement; SGC has sole discretion to take appropriate action under this Grant Agreement, at law or in equity, including but not limited to:

a. Requiring Grantee to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices;
b. Requiring Grantee to repay any funds improperly expended.

19. Availability of Funds

Sufficient funds for this Grant Agreement have been made available by the Budget Act of 2016 (AB 1613). However, this contract is subject to any restriction, limitation, or condition enacted by the Legislature, which may affect the provisions, terms, or funding of this contract in any manner.

If funding for any fiscal year is reduced or deleted by any Budget Act for purposes of this program, SGC will have the option to either cancel this Grant Agreement with no liability occurring to SGC, or offer an amendment to this Grant Agreement to reflect the reduced amount.

20. Revenue

All revenue generated as a part of any CCI Project or Transformative Plan must be used to further the TCC Project to the extent reasonably possible.

21. Monitoring and Oversight

Grantee agrees that the State or designated representative has the right to visit the project sites pertaining to any TCC Project described in this Grant Agreement. Project sites may include any public or participating private properties.

i. Once the Grant Agreement is executed, the TCC Grant Manager may request a regularly occurring monthly phone call or in-person meeting with Grantee's Grant Manager to discuss the TCC Project. Grantee must work with the TCC Grant Manager to accommodate monitoring requests.

ii. The State retains the right to conduct site visits with the following minimum frequency:

a. Two times during the first two years of the grant term

b. One time a year during the remaining years of the grant term

iii. At the State's discretion, site visits may occur more frequently.

iv. Grantee agrees that the State or designated representative has the right to conduct a final inspection of completed CCI Projects, as determined by SGC. For construction projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the project has been completed in accordance with final plans and specifications and any modifications. If Grantee or Lead Entity arranges a final inspection, Grantee must notify the TCC Grant Manager of the inspection date at least ten (10) working days prior to the inspection in order to provide State the opportunity to participate.

22. Recordkeeping

Grantee must establish an official file for the TCC Project funded by the Grant Agreement. The file must contain adequate documentation of all actions taken with respect to the TCC Project, including copies of the Grant Agreement, amendments and modifications, letters and email correspondences, financial records (including agreements and any associated documents with Partners and Subcontractors), required reports, and readiness and compliance documentation. The State reserves the right to audit all Grantee, Partner, and Subcontractor records for this project, as stated below.

i. Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Budget and Schedule of Deliverables. Separate bank accounts are not required. Grantee must maintain financial records of expenditures incurred during the TCC Project in accordance with generally accepted accounting principles, including leverage funding that may be required.

ii. Grantee must maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing).

iii. Partners and Subcontractors paid with moneys under the terms of this Grant Agreement must maintain all records as specified. Grantee maintains responsibility for ensuring that Partners and Subcontractors comply with the requirements above.

23. Records; Applicability of the California Public Records Act (Gov. Code § 6250 *et seq.*)

Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement will be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Cal. Gov't Code § 6250 *et seq*.). Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support as described in Section 52, Publicity. Grantee must not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State has the right to use any data described in this paragraph for any public purpose.

24. Audit and Record Retention

Grantee must ensure adequately protection for all records, physical and electronic, from loss, damage, or destruction for possible audit(s). Grantee agrees that the State or designated representative will have the right during normal business hours to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff of any Partners and Subcontractors related to the performance of this Grant Agreement.

i. Grantee, Partners, and Subcontractors must maintain copies of project records four (4) years after the Performance Period, unless a longer period of records retention is stipulated.

ii. The State retains the right to conduct an audit each year during the grant term and up to four (4) years after the Performance Period.

iii. The State may require recovery of payment from Grantee, issue a Stop Work Order or terminate the Grant Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.

25. Compliance

Grantee must fully comply with all applicable federal, state and local laws, ordinances, regulations, plans, and design standards. Grantee must secure any new permits or licenses required by authorities having jurisdiction over the Project Area, and maintain all presently required permits. Grantee must ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement. Grantee must promptly provide evidence of such compliance if requested by the State.

Additionally, Grantee certifies that it currently is not and will not become:

i. In violation of any order or resolution subject to review promulgated by CARB or an air pollution control district;

ii. Subject to a cease and desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or

iii. Determined to be in violation of provisions of federal law relating to air or water pollution.

Grantee must ensure that Partners and Subcontractors comply with all terms in this section with respect to the TCC Project.

26. Insurance

i. A Grantee or Lead Entity that is a governmental organization should provide evidence of sufficient self-insurance to satisfy the insurance requirements below.

ii. If Grantee or Lead Entity is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements.

iii. Grantee must ensure the following insurance policies are obtained and kept in force through the Project Completion Period for each project, with no lapses in coverage, that cover any acts or omissions of Grantee, Partners, Subcontractors or employees engaged in carrying out any tasks specified in this Grant Agreement:

a. Worker's Compensation Insurance in an amount of not less than the statutory requirement of the State of California.

b. Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.

c. Motor vehicle liability with limits not less than the amounts below for combined single limit per accident. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

(i) 7 or fewer passengers: $1,000,000

(ii) 8-15 passengers: $1,500,000

(iii) 16+ passengers: $5,000,000

d. Insurance policies must name the State of California, its officers, agents, employees and servants as additional insured parties for the commercial general liability and automobile liability insurance but only with respect to work performed under the Grant Agreement. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to SGC within 60 calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.

e. Grantee must notify SGC prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.

f. Grantee must notify SGC if any Partners or subcontractors are not in compliance with the insurance requirements above. If any Partners or subcontractors are out of compliance, SGC reserves the right to issue a Stop Work Order, until resolved, as described below.

27. Computer Software

Grantee must ensure that the appropriate systems and controls are in place so that funds under this Grant Agreement will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

28. Personally Identifiable Information

Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code Sections 1798, *et seq.* and other relevant state or federal statutes and regulations. Grantee must ensure that all such information or data that comes into possession under this Grant Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.

29. Ownership

i. Deliverables:

a. Grantee hereby grants to the State a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Grant Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the State's behalf.

ii. Equipment:

a. For any equipment purchased or built with funds that are reimbursable as a direct cost of the TCC Project, as determined by SGC, Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on title. During the Project Completion Period, equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing. On completion or early termination of the Grant Agreement, the State will either require that the equipment be returned or authorize the continued use of such equipment at the Project Area; in making that determination, the State will consider the useful life of the equipment, and Grantee may be required to refund the State for the fair market value of equipment that continues to have a usable life, but is no longer required for project implementation.

b. Grantee will assume all risk including cost for maintenance, repair, loss, destruction and damage to all equipment until disposition of equipment. SGC may, at its discretion, repair any damage or replace any lost or stolen items and deduct the cost thereof from Grantee's invoice to the State, or require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of SGC with no expense to the State. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

c. Grantee must maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under this Grant Agreement. The inventory record should include, but is not limited to:

(i) Grant Number

(ii) Description of Equipment

(iii) Manufacturer Name

(iv) Model (if applicable)

(v) Model Year (for vehicles only)

(vi) Serial Number, License Number or Vehicle Identification Number

(vii) Date Purchased

(viii) Purchase Order Number

(ix) Original Cost

Non-expendable equipment so inventoried are equipment items that have a normal life expectancy of one (1) year or more with an approximate unit price of $5,000 or more. In addition, items of equipment that are prone to theft, loss, and misuse and may contain sensitive data (e.g. computers, printers, smartphones, tablets, cameras, GPS devices, etc.) costing less than $5,000 must be inventoried.

d. Grantee must use all equipment acquired only to provide service in the Project Area as it relates to this Grant Agreement.

e. The Equipment Inventory Record must be updated annually and upon request. See Reporting section for more information.

iii. Vehicles:

a. Grantee, Partner, or Subcontractor, as applicable, must be the sole owner of all vehicles acquired as part of CCI Project, including but not limited to, bicycles, cars, buses, vans, rail passenger equipment. During the Project Completion Period, vehicles must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing.

b. Vehicles acquired must be maintained in a state of good repair and dedicated to that public transportation use for their full useful life, which, for the purpose of this Grant Agreement, will be determined in accordance with standard State and national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State for their fair market value.

iv. Infrastructure:

a. Grantee, Partner, or Subcontractor, as applicable, must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction. Purchases of all real property required for the CCI Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property acquisition by Grantee must not involve eminent domain proceedings or threat of eminent domain proceedings. Grantee must record deed restrictions on TCC Project property, as applicable.

b. Grantee, Partner, or an appropriate public agency or subcontractor, as applicable, must be the sole owner of all rights of way, real and personal property, improvements and infrastructure funded under this Grant Agreement. The foregoing sentence notwithstanding, dispersed improvements such as those made under the Low-Income Weatherization Program may be made on private real property. Each site acquired or improved upon with funding provided under this Grant Agreement must remain permanently dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing. If the ownership or use of the property changes to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State in a manner determined by SGC.

c. Grantee, Partner, or Subcontractor, as applicable, is obligated to continue operation and maintenance of the physical aspects of the CCI Project in accordance with the described use in the same proportion and scope as in the Grant Agreement, unless SGC, Grantee, Partner, or Subcontractor (as applicable) agrees otherwise in writing. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon written approval from SGC. The CCI Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.

v. Debt Security:

a. Grantee will not use or allow the use of any portion of real property purchased solely with TCC Project funds as security for any debt. This debt financing prohibition is not applicable to the AHSC Project Component.

30. Non-Performance

SGC has sole discretion to determine if Grantee is performing in accordance with the Grant Agreement. Non-performance may be determined for an individual CCI Project, Transformative Plan, or the entire TCC Project. Non-performance issues can include, but are not limited to: misuse of funding for ineligible expenses, inability to meet performance requirements or schedule milestones, failure to complete or failure to make a good faith effort to complete the TCC Project as a whole or any TCC Project Components, and/or failure to comply with the terms of this Grant Agreement.

i. SGC will notify Grantee in writing if non-performance is determined, and will provide instructions and a timeline to rectify all cases of non-performance.

ii. Grantee must respond to a determination of non-performance within 30 calendar days by either a) acting on corrective actions, or b) disputing SGC's findings in writing.

iii. SGC, without waiver of other rights or remedies, may require Grantee to re-perform any actions not in accordance with this Grant Agreement. SGC may withhold any payments due to Grantee until the individual project or TCC Project is brought back into full compliance. Costs and expenses for these actions will be borne by the applicable Grantee, Partner, or Subcontractor.

iv. If Grantee fails to correct any non-performance to SGC's satisfaction, SGC may elect to terminate the entire Grant Agreement or any part thereof. Grantee may be liable for immediate repayment to SGC of all amounts disbursed by SGC under this Grant Agreement for the individual CCI Project, Transformative Plan of the entire TCC Project as applicable and only if non-performing. SGC may, at its sole discretion, examine the extent of Grantee compliance for work partially completed and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to SGC for breach of this Grant Agreement.

v. Upon termination by SGC, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within 60 calendar days of the termination date.

31. Disputes

SGC has sole discretion to determine if an invoice, report, deliverable, or other supporting documentation is sufficient and complete, per the Grant Agreement, TCC or AHSC Guidelines, CARB Funding Guidelines, and/or any other statutory requirement. All dispute, resolution, and appeal statements must be signed by the appropriate Authorized Signatory or Designee.

i. SGC will notify Grantee in writing if any materials are determined to be insufficient or incomplete within fifteen (15) working days of receiving the materials.

   a. Grantee must respond in writing within fifteen (15) working days with either a) materials requested by the SGC, or b) a written statement disputing SGC's findings.

ii. Grantee has fifteen (15) working days to submit a written dispute statement to the TCC Grant Manager. The dispute statement must contain a concise description of the dispute, along with any supporting documentation.

   a. Grantee and relevant parties must attempt to negotiate a resolution to the dispute.

   b. SGC will present a dispute resolution within fifteen (15) working days of receiving Grantee's dispute statement.

ii. Grantee has fifteen (15) working days to appeal a dispute resolution. Grantee must submit a written appeal statement to SGC. The appeal statement must contain a concise description of the appeal, along with any supporting documentation.

   a. Grantee and relevant parties must attempt to negotiate a resolution to the appealed dispute.

   b. SGC will respond to the appeal statement within fifteen (15) working days of receiving Grantee's appeal statement.

iii. If Grantee wants to further appeal a dispute resolution after undergoing both the dispute and appeal process, Grantee must submit a further appeal statement to the Government Claims Program at the Department of General Services, the final administrative forum for resolution of the dispute.

iv. During a dispute, Grantee must observe any Stop Work Orders put into effect until the dispute is resolved.

32. Stop Work Order

SGC has the right to issue a Stop Work Order for an individual CCI Project, Transformative Plan, or the entire TCC Project and suspend payments to Grantee. SGC reserves the right to issue a Stop Work Order if there is a breach in the leverage funding commitments that put components of the TCC Project at risk of not being completed.

i. Immediately upon receiving a Stop Work Order written notice, Grantee must cease all work under the individual project or TCC Project. The Stop Work Order will be in effect until resolution is reached or until the project is terminated.

   a. SGC may require remedial steps from Grantee.

   b. The individual project or TCC Project may be terminated by means of an amendment.

ii. Any costs incurred after the issuance of a Stop Work Order will not be reimbursed. Costs and expenses for these actions will be borne by Grantee. Work may resume only upon written SGC notification that the Stop Work Order has ended.

If Grantee issues a Stop Work Order to a Partner, or if Grantee and/or Partners issue a Stop Work Order to any Subcontractors, they must notify SGC within ten (10) working days of issuing the order.

33. Health Impacts

If SGC has a reasonable concern about the public health impact of a Project Component, SGC may require Grantee to further study and mitigate the impact as directed by SGC. Section 13 of this Agreement, Payment Provisions, notwithstanding, Grantee may request any required study and mitigation to be considered an eligible cost for reimbursement based on the fiscal inability of the entity required to perform the directed work.

34. Termination for Convenience

Both SGC and Grantee have the right to terminate this Grant Agreement prior to the end of the grant term upon 30 calendar days of written notice. The written notice must specify the reason for early termination and may permit SGC or Grantee to rectify any deficiency(ies) prior to the termination date.

i. Conditions of early termination:

   a. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within 60 calendar days of the termination date.

   b. Upon receipt of notice from SGC of Termination for Convenience, Grantee shall immediately take action to ensure neither it nor any Partner or subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.

   c. SGC will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.

ii. The rights and remedies of the SGC and Grantee provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

35. Governing Law and Venue

This Grant Agreement will be governed by the laws of the State of California without regard to conflicts of law principles. Venue will be in Sacramento County, California.

36. Grantee Independence/Not an Agent of the State

Grantee, and its employees, agents, Subcontractors, and Partners, in their performance of this Grant Agreement, must act in an independent capacity and not as officers or employees or agents of the State.

37. Indemnification

Grantee agrees to indemnify, defend (with counsel reasonably approved by the State) and hold harmless the State, its employees, officers or agents from and against any and all claims, injury, damages, liability, loss or attorneys' fees arising out of or in connection with the subject matter, terms or performance of this Grant Agreement, and from any suit, proceeding or challenge against the State and its employees, officers or agents by a third party alleging that by virtue of the terms of this Grant Agreement, the State and its employees, officers or agents have done any wrongful act or breached any representation, whether based on a claim in contract, tort or otherwise, excepting gross negligence and intentional misconduct.

38. Waiver

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with

this Grant Agreement. Grantee waives all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence and intentional misconduct of the State, its officers, agents, and employees. None of the provisions of this Grant Agreement will be deemed waived unless expressly waived in writing. No waiver or any breach of the Grant Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SGC to enforce at any time the provisions of this Grant Agreement or to require at any time performance by Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor affect the validity of this Grant Agreement or the right of SGC to enforce these provisions.

39. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

40. Force Majeure

Neither the State nor Grantee will be responsible hereunder for any delay, default, or nonperformance of this Grant Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, or other contingencies unforeseen by the State or Grantee, its Partners, Subcontractors, or vendors, and beyond the reasonable control of such party.

41. Expatriate Corporations

Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

42. Corporation Qualified to do Business in California

When work under this Grant Agreement is to be performed in California by a corporation, the corporation must be in good standing and currently qualified to do business in the state. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

43. Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Grant Agreement is sought must be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of Grantee or any employee or agent of Grantee.

44. Relocation

If a project is subject to State Relocation Law and a relocation plan is required by State Relocation Law (Gov. Code, § 7260 et seq.) and Section 6038 of the Relocation Assistance and Real Property Guidelines (25 Cal. Code of Regulations, div. 1, ch. 6, § 6000 et seq.) for the Project Area, Grantee must provide a copy of the relocation plan.

45. Americans with Disabilities Act

Grantee certifies that itself, its Partners, and Subcontractors comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines pursuant to the ADA (42 U.S.C. 12101 et seq.).

46. Non-discrimination Clause

During the performance of this Grant Agreement, Grantee, Partners, and Subcontractors will not unlawfully discriminate, harass, or allow harassment against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor will they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Grantee, Partners, and Subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee, Partners, and Subcontractors must comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 et seq.) and the applicable regulations promulgated there under (Cal. Code Regs., title 2, § 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee must ensure that itself, Partners, and Subcontractors give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other grant agreement.

Grantee must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform services under this Grant Agreement.

47. Drug-Free Workplace Certification

Grantee certifies that it will provide a drug-free workplace to employees of Grantee, Partners, and Subcontractors by taking the following actions:

i. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

ii. Establish a drug-free awareness program to inform employees about:

   a. the dangers of drug abuse in the workplace;

   b. the organization's policy of maintaining a drug-free workplace;

   c. any available counseling, rehabilitation and employee assistance programs; and,

   d. penalties that may be imposed upon employees for drug abuse violations.

iii. Every employee who works on the Grant Agreement must:

   a. receive a copy of the company's drug-free workplace policy statement; and,

   b. agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

48. Child Support Compliance Act

Grantee recognizes the importance of child and family support obligations and must fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and

Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

49. Environmental Justice

In the performance of this Grant Agreement, Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of California.

50. Union Organizing

By signing this Grant Agreement, Grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Grant Agreement and hereby certifies that:

i. No grant funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing by employees performing work under this Grant Agreement.

ii. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee must maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

51. Prevailing Wages and Labor Compliance

Grantee certifies that it will comply with all prevailing wage requirements under California law, pursuant to Section 1720 et seq. of the California Labor Code. The California Labor Code requires payment of locally prevailing wages to workers and laborers on state government contracts in excess of $1,000 for public works projects. A "public work" is the construction, alteration, demolition, installation, repair or maintenance work done under contract and paid for in whole or in part out of public funds. The definition applies to private contracts when certain conditions exist. Grantee can identify additional stipulations and exceptions under Cal. Labor Code § 1720 et seq.

i. Grantee must ensure the following on "public work" activities under this Grant Agreement:

   a. Prevailing wages are paid;

   b. The project budget for labor reflects these prevailing wage requirements; and

   c. The project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations.

ii. Grantee must ensure that its Partners and Subcontractors, if any, also comply with prevailing wage requirements. Grantee must ensure that all agreements with its Partners and Subcontractors to perform work related to the TCC Project contain the above terms regarding payment of prevailing wages on public works projects.

iii. The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.

   a. Grantee can identify the rates for prevailing wage on the DIR website at http://www.dir.ca.gov/ . Grantee may contact DIR for a list of covered trades and the applicable prevailing wage.

   b. If Grantee is unsure whether the TCC Project or individual projects receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.

c. If Grantee has questions about this contractual requirement, recordkeeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended Grantee consult DIR and/or a qualified labor attorney before accepting this grant award.

52. Publicity

Grantee agrees to adhere to the TCC Press Kit provided by SGC.

i. Branding: Grantee is required to use the SGC and CCI names and/or logos for all publications, websites, signage, invitations, and other media-related and public-outreach products related to the TCC grant. All such materials must include the following standard language about the TCC Program and the California Climate Investments:

*The Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health and economic benefits in California's most disadvantaged communities. TCC empowers the communities most impacted by pollution to choose their own goals, strategies and projects to enact transformational change – all with data-driven milestones and measurable outcomes. This program is administered by the Strategic Growth Council (SGC) which coordinates the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians.*

*The TCC Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: http://www.caclimateinvestments.ca.gov/ .*

ii. Media: Grantee must provide to SGC the name, phone number, and email address of Grantee's point of contact for all press inquiries and communications needs related to the project. Grantee is encouraged to distribute a press release for major milestones throughout the lifecycle of the grant. All press releases must be approved by the SGC Communications Office prior to distribution and SGC must be alerted and invited to participate in any and all press conferences related to the grant.

iii. Signs: Grantee shall place, or cause to be placed, signs on project construction sites stating that SGC is providing financing through the TCC Program in an appropriate location(s), typeface and size containing the following message:

ONTARIO TOGETHER: PEOPLE, PLACES, PROSPERITY

THIS PROJECT HAS BEEN MADE POSSIBLE
BY FINANCING FROM

CALIFORNIA CLIMATE INVESTMENTS (FUNDED THROUGH THE GREENHOUSE GAS REDUCTION FUND)
TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
THROUGH THE
STRATEGIC GROWTH COUNCIL

The sign shall be maintained in a prominent location visible and legible to the public. If the job sign includes the acknowledgment and/or logo of one or more other public lenders, the SGC acknowledgment and logo shall also be displayed in a similar size and layout. Copies of the SGC and Program logos can be obtained by contacting the TCC Grant Manager or from the SGC website.

Project types such as vehicles, equipment, and consumer-based incentives are also encouraged to identify the funding source by using a decal, sticker, or other signage that includes the California Climate Investments logo.

For projects with permanent infrastructure (e.g., AHSC, parks, transit stations, mobility hubs, EV charging stations, community gardens, bike lanes, pedestrian improvements), signage should be on durable materials for the life of the project. For projects with multiple sites or dispersed throughout the project area, such as the Low-Income Weatherization Program, or Urban and Community Forestry, signage must be posted on 10% of sites for the duration of the grant term. Signage should be of "lawn sign" quality for these disbursed sites.

Upon installation of the sign(s), Grantee shall submit a digital photograph thereof to SGC to verify compliance with these signage requirements.

iv. Communications Materials: In collaboration with SGC, Grantee is required to prepare one or more 2-4 page documents that provide a summary of the grant components and tell the story of the TCC proposal development process and/or implementation. These materials will be displayed on SGC's website.

v. Social media: Grantee is encouraged to use social media to share the process of creating a TCC proposal and to inform the public of all stages of implementation. @CalSGC and @CAClimateInvest should be tagged on all posts related to the TCC grant. Use of the hashtags #TCC and #CommunityLedTransformation is also encouraged.

53. Recycled Contents Products

Lead Entity must certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision must specify that the cartridges so comply (Pub. Contract Code § 12205).

54. Severability

If a court of competent jurisdiction holds any provision of this Grant Agreement to be unlawful, unenforceable, or invalid in whole or in part for any reason, such provisions will be severed without affecting any other provision of this Grant Agreement. The validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

55. Terms that Survive Grant Agreement

The following Sections survive the termination or expiration of the Grant Agreement: 4, 20, 21, 22, 23, 24, 26, 28, 29, 35, 36, 37, 38, 39, 40, 54, and 55.

# EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES

## Total Awarded Grant Funds

The total amount awarded for this grant will not exceed $33,250,000.00 [Thirty-Three Million, Two-Hundred Fifty Thousand Dollars and No Cents]

## Total Leverage Funds

The total leverage funds for this grant will equal no less than $58,724,827.26 [Fifty-Eight Million, Seven-Hundred Twenty-Four Thousand, Eight Hundred Twenty-Seven Dollars and Twenty Six Cents] .

## TCC Project Budget and Schedule of Deliverables

| Grantee Administrative Costs | Timeline | Grant Funds | Leverage Funds |
|---|---|---|---|
| Grant Administration activities, including indicator tracking, per the grant agreement and Memorandum of Understanding. This number only includes all grant admin for the Lead Grantee. Project specific admin by partners is reflected under projects.<br><br>"Grant Term" encompasses the project completion period, and performance period. | Grant Term | $1,621,803.84 | $117,706.80 |

Budget and Schedule of Deliverables for CCI Projects

| | |
|---|---|
| CCI Project Name and #: Project #1 – Virginia Holt Apartments<br><br>Project Type: Affordable Housing and Sustainable Communities<br><br>Address: 1131 E. Holt Blvd., 126 Virginia Ave., 120 Virginia Ave., 116 Virginia Ave., 1125 E. Holt Blvd., Ontario, California, 91764<br><br>Project Description: The project will construct a new affordable housing development with one hundred (100) affordable units and one (1) manager's unit on 3.85 acres of vacant land. Sustainable Transportation Infrastructure projects include procurement of two renewable gas buses, a 0.51-mile bicycle and pedestrian multi-use trail, enhanced pedestrian crossings, premium bus shelters, a mobility hub, and 100 transit passes and a transit training class for Virginia Holt Apartment residents. | |
| Land Area: 3.85 acres | Estimated Residential Rental Area: 118,670 sq. ft |
| Number of Buildings: 2 | Estimated Commercial Area: 0 sq. ft |
| Total Requested AHD Fund: $14,729,325 | Total Requested STI Fund: $2,216,606 |
| Total Requested HRI Fund: $0 | Total Requested TRA Fund: 1,713,896 |
| Total Requested PGM Fund: $201,750 | Total Requested Admin Fund Including Cost for Indicators Tracking: $79,834.86 |
| AHSC Lead Partner: City of Ontario, CA<br><br>Developer: National Community Renaissance of California | |

Affordable Housing Development (Part 1 of 7)

*a) Scope of Work*

| # of Bedrooms | # of Units | AHSC Restricted* | Income Limit (% of AMI) | Total Unrestricted Unit | TOTAL RESTRICTED UNITS** |
|---|---|---|---|---|---|
| 0 | 15 | 15 | 30% AMI | | 15 |
| 1 | 22 | 22 | 50% AMI | | 22 |
| 2 | 32 | 32 | 60% AMI | | 32 |
| 3 | 6 | 6 | 30% AMI | | 6 |
| 0 | 15 | 15 | 50% AMI | | 15 |
| 1 | 10 | 10 | 60% AMI | | 10 |
| 2 | 1 | 1 | None | 1 | 0 |
| Total Project Units | 101 | 100 | | 1 | 100 |

*b) Milestones*

| PERFORMANCE MILESTONE | DATE |
|---|---|
| Execute binding agreement between the Recipient and developer of the proposed Capital Project detailing the terms and conditions of the Capital Project development. | 11/17 |
| Secure all Enforceable Financing Commitments. | 11/17 |
| Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority. | 07/18 |
| Commencement of construction. | 04/29/19 |
| Construction complete and the filing of the Notice of Completion. | 10/20/20 |
| Permanent loan closing. | 12/19/20 |
| Program funds fully disbursed. | 12/31/20 |

*c) Overall Budget*

| USES OF FUNDS | REQUESTED TCC AHD FUNDS | TOTAL RESIDENTIAL SOURCES/COSTS | TOTAL COMMERCIAL SOURCES/COSTS |
|---|---|---|---|
| Lesser of Land Cost or Value | | $2,420,000 | |
| Demolition | | | |
| Legal & Closing Costs | | | |
| Verifiable Carrying Costs | | | |
| Existing Improvements Cost | | | |
| Total Acquisition | | $2,420,000 | |

| | | | |
|---|---|---|---|
| Off-Site Improvements | | $1,111,846 | |
| Environmental Remediation | | | |
| Site Work (hard costs) | $2,143,772 | $3,251,922 | |
| Urban Greening | | | |
| Structures (hard costs) | $12,585,553 | $15,804,153 | |
| General Requirements | | $1,008,396 | |
| Contractor Overhead | | $907,557 | |
| Contractor Profit | | $907,557 | |
| General Liability Insurance | | $252,099 | |
| Other | | $252,099 | |
| Total New Construction | $14,729,325 | $23,495,629 | |
| Design | | $1,509,700 | |
| Supervision | | | |
| Total Architectural Costs | | $1,509,700 | |
| Engineering | | | |
| ALTA Land Survey | | | |
| Total Survey & Engineering | | | |
| Hard Cost Contingency | | $1,174,781 | |
| Soft Cost Contingency | | $125,000 | |
| Total Contingency Costs | | $1,299,781 | |
| Construction Loan Interest | | $1,496,093 | |

| | | | |
|---|---|---|---|
| Origination Fee | | $157,500 | |
| Credit Enhancement & App. Fee | | | |
| Owner Paid Bonds/Insurance | | | |
| Lender Inspection Fees | | $27,000 | |
| Taxes During Construction | | $7,100 | |
| Prevailing Wage Monitor | | | |
| Insurance During Construction | | $75,000 | |
| Title and Recording Fees | | $45,000 | |
| Construction Mgmt. & Testing | | $100,000 | |
| Predevelopment Interest Exp. | | $50,000 | |
| Other: Accrued Interest on Soft Loans | | | |
| Other: CalHFA Subord Loan Fees | | | |
| Total Construction Expenses | | $1,957,693 | |
| Loan Origination Fee(s) | | $41,000 | |
| Credit Enhancement & App. Fee | | | |
| Title and Recording | | $15,000 | |
| Property Taxes | | | |
| Insurance | | | |
| Total Permanent Financing | | $56,000 | |
| Construction Lender Legal Expenses | | $100,000 | |
| Permanent Lender Legal Fees | | | |

| | | | |
|---|---|---|---|
| Sponsor Legal Fees | | | |
| Organizational Legal Fees | | $115,000 | |
| Syndication Legal Fees | | $35,000 | |
| | | $119,999 | |
| Total Legal Fees | | $369,999 | |
| Operating Reserve | | $188,405 | |
| Replacement Reserve | | | |
| Rent-Up Reserve | | $50,000 | |
| Transition Reserve | | | |
| Other: Reserve for Transit Passes | | | |
| Total Capitalized Reserves | | $238,405 | |
| Appraisal(s) | | $11,500 | |
| Market Study | | $11,500 | |
| Physical Needs Assessment | | | |
| Environmental Studies | | $100,000 | |
| Total Reports & Studies | | $123,000 | |
| CTCAC App./Alloc./Monitor Fees | | $108,388 | |
| CDLAC Fees | | | |
| Local Permit Fees | | $140,174 | |
| Local Development Impact Fees | | $1,604,575 | |
| Other Costs of Bond Issuance | | $101,000 | |

| | | | |
|---|---|---|---|
| Syndicator / Investor Fees & Expenses | | | |
| Furnishings | | $150,000 | |
| Final Cost Audit Expense | | $50,000 | |
| Marketing | | $30,000 | |
| Financial Consulting | | | |
| Other: Planning Consultant | | | |
| Total Other Costs | | $2,184,137 | |
| SUBTOTAL | $14,729,325 | $33,654,344 | |
| Developer Fee/Overhead/Profit | | $3,500,000 | |
| Consultant/Processing Agent | | | |
| Project Administration | | | |
| Syndicator Consultant Fees | | | |
| Guarantee Fees | | | |
| Broker Fees Paid to Related Party | | | |
| Construction Oversight & Mgmt. | | | |
| Total Developer Costs | | $3,500,000 | |
| Total Project Costs | | $37,154,344 | |
| Total Requested TCC AHD Funds | $14,729,325 | | |

*d) Detailed Budget*

| Major Tasks | Deliverables/Milestones | Timeline | Grant Funds |
|---|---|---|---|
| Task 1: Escrow Closing (Affordable Housing Development Draw Request) | | | |
| Subtask A: Ontario Housing Authority holds a public hearing to authorize issuance of qualified residential rental project bonds for the Project<br>Subtask B: Secure bond allocation and 4% tax credits from CDLAC and CTCAC<br>Subtask C: Prepare final construction documents<br>Subtask D: Close Escrow<br>Subtask E: Submit draw request to SGC for 25% of TCC AHSC AHD funds ($3,682,331.25) | Subtask A: Resolution authorizing issuance of qualified residential rental project bonds<br>Subtask B: Resolution from CDLAC on bond allocation and reservation letter from CTCAC<br>Subtask C: Final Construction Documents<br>Subtask D: Closing Statement<br>Subtask E: Submit draw request for 25% of TCC AHSC AHD funds ($3,682,331.25) | Subtask A: 7/1718 (TEFRA Hearing)<br>Subtask B: 10/17/18 CDLAC/CTCAC Hearing<br>Subtask C and D: Not later than one (1) day prior to any readiness to proceed or bond issuance deadline (April 15, 2019)<br>Subtask E: Submit draw request after close of escrow for reimbursement of 25% of grant amount (no later than 30 days after close of escrow)" | $3,682,331.25<br>(First 25% Draw) |
| Task 2: Construction (Affordable Housing Development Draw Request) | | | |
| Subtask A: Complete 50% of construction<br>Subtask B: Submit 2nd draw request for 25% of TCC AHSC AHD funds ($3,682,331.25)<br>Subtask C: Complete 75% of construction<br>Subtask D: Submit 3rd draw request for 25% of TCC AHSC AHD funds ($3,682,331.25) | Subtask A: Construction documentation verifying that 50% of the construction budget (Est. $24,670,409) has been expended with supporting invoices and payment documentation<br>Subtask B: Submit 2nd draw request for 25% of TCC AHSC AHD funds ($3,682,331.25)<br>Subtask C: Construction documentation verifying that 75% of the construction budget (Est. 24,670,409) has been expended with supporting invoices and payment documentation. | Subtasks A - D:<br>Construction Start Date: Construction to begin 10 days after close of escrow or as approved by the Ontario Housing Authority Executive Director.<br>Construction End Date: 600 Days after construction start date | $3,682,331.25<br>(Second 25% Draw) |

| | | | |
|---|---|---|---|
| | Subtask D: Submit 3rd draw request for 25% of TCC AHSC AHD funds ($3,682,331.25) | | |
| Task 3: Complete Construction (Affordable Housing Development Draw Request) | | | |
| Subtask A: Complete construction | Subtask A: Verification of Certificate of Occupancy and Copy of Recorded Notice of Completion | Subtask A: 600 days after close of escrow | $3,682,331.25<br>(Third 25% Draw) |
| Task 4: Project completion | | | |
| Final 25% of the requested fund will be released upon receiving applicable documents listed below (if applicable):<br>• Proposal for Management Agent.<br>• Management Agreement.<br>• Management Plan<br>• Rental Agreement, exhibits and HCD Lease Addendum.<br>• Appeal and grievance procedure.<br>• Evidence of hazard and liability insurance. Submit certificate with the liability endorsement.<br>• Initial proposed operating budget and explanation of budgeted costs (electronic version required).<br>• Schedule of Rental Income (electronic budget).<br>• Updated preliminary title report (less than 30 days old).<br>• ALTA Land Title "As Built" Survey (SGC must be named as a party to the transaction within the signed Surveyor's Certificate).<br>• Partnership borrowers: all partnership agreement documents including amendments, LP-1, LP-2, loan authorization and certificate of status from Secretary of State.<br>• "Corporate managing general partner or borrower: articles of incorporation, by-laws, resolution, certificate of status from the Secretary of State (SOS).<br>• Limited Liability Company managing general partner or borrower: articles of organization, operating agreement, resolution, certificate of status from the SOS."<br>• All joint use and maintenance agreements.<br>• Prevailing Wage Compliance Certificate.<br>• Certification of Completion.<br>• Architect's completion certificate. | | | |

- Statement from borrower certifying receipt of all construction warranty documents and an itemization of these documents.
- Final certificate of occupancy.
- Copy of recorded notice of completion.
- Relocation Plan Implementation Certification.
- Final audited cost certification - signed.
- Evidence of property tax exemption.
- Final Physical Needs Assessment (PNA).
- Final Replacement Reserve Study.

Sustainable Transportation Infrastructure #1 (Part 2 of 8)

| CCI Project Name and #: Project #1 – STI #1, Omnitrans Route 83 Bus Purchase | | Project Type: AHSC Sustainable Transportation Infrastructure (STI) | | |
|---|---|---|---|---|
| Lead Entity: Omnitrans | | | | |
| Project Description:<br>This project will increase frequency on Omnitrans Route 83 to double the frequency from 60 minutes to 30 minutes along Euclid Avenue during peak times of the day. The project includes the purchase of two new buses with near-zero Cummins engines renewable natural gas (RNG). The near-zero vehicles are cleaner-emitting than the standard CNG vehicles. | | | | |
| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
| Task 1: Environmental Clearance | 1. Notice of Exemption (COMPLETED) | 11/9/17 | $0 | $0 |
| Task 2: Purchase two new RNG buses | 1. Procure two (2) new RNG buses | Month 1 – Month 12 | $0 | $0 |
| Task 3: Increase frequency on Route 83 (Euclid Avenue) from 60 minutes to 30 minutes | 1. Increase frequency of Route 83 documentation *(refer to deliverables for Project #2 – Transit Pass Program/Travel Training/Route 83 Expansion Project)* | Month 14 – Month 60 | $0 | $0 |
| Equipment (entire project) | *Deliverable of Task 2* | | $1,400,000.00 | $0 |
| | | CCI Project Subtotal | $1,400,000.00 | $0 |
| Grant Administration* | 1. Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $45,780.00 | $0 |
| | | CCI Project Total | $1,445,780.00 | $0 |

Sustainable Transportation Infrastructure #2 (Part 3 of 8)

| CCI Project Name and #: Project #1 – STI #2, Grove Avenue Connector | | Project Type: AHSC Sustainable Transportation Infrastructure (STI) | | |
|---|---|---|---|---|
| Lead Entity: City of Ontario | | | | |
| Project Description:<br>The Grove Avenue Connector project will develop a 0.51-mile (0.256-mile bikeway and 0.256-mile pedestrian) Class I Bikeway and Pedestrian multi-use trail that includes a 12 ft.-wide stabilized decomposed granite trail, low water, drought tolerant trees and plants, irrigation, security lighting, and two enhanced pedestrian/bicycle crossings. | | | | |
| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
| Task 1: Project Management<br>Subtask A: Architect Services<br>Subtask B: Technical Consulting<br>Subtask C: Permitting Process | 1. Design, construction plans, and permitting completed. | Month 1 – Month 5 | $0 | $50,798 |
| Task 2: Site Preparation<br>Subtask A: Demolition/Grading<br>Subtask B: Clearing and Grubbing<br>Subtask C: Erosion Control | 1. Site preparation for utility infrastructure<br>2. Readiness of area for irrigation, planting and drainage | Month 6 – Month 8 | $74,010.00 | $17,265.00 |
| Task 3: Construction<br>Subtask A: Roadwork<br>Subtask B: Green Elements<br>Subtask C: Other construction requirements | 1. Install trail including ADA ramps, pedestrian crossings, irrigation, soil, soil supplements and mulch<br>2. Install utility infrastructure and lighting<br>3. Install signs and trail amenities including drinking fountains, trash containers, and benches | Month 9 – Month 23 | $198,436.00 | $232,202.00 |
| | | CCI Project Subtotal | $272,446.00 | $300,265.00 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $0 | $0 |
| | | CCI Project Total | $272,446.00 | $300,265.00 |

Sustainable Transportation Infrastructure #3 (Part 4 of 8)

| CCI Project Name and #: Project #1 – STI #3, Enhanced Pedestrian Crossings | | Project Type: AHSC Sustainable Transportation Infrastructure (STI) | | |
|---|---|---|---|---|
| Lead Entity: City of Ontario | | | | |
| Project Description:<br>The project will improve pedestrian safety and access to various activity centers by adding Rectangular Rapid Flashing Beacons and/or In-Pavement Warning Lights at eight mid-block locations across two high speed/high volume streets and two Speed Feedback Signs to slow traffic speeds. | | | | |
| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
| Task 1: Environmental Clearance | 1. Notice of Exemption (COMPLETED) | 11/9/17 | $0 | $0 |
| Task 2: Project Design | 1. Prepare Requests for Proposals (RFP) for project design<br>2. Executed Professional Services Agreement (PSA)<br>3. Prepare construction plans and specs, and construction contract | Month 1 – Month 14 | $15,000.00 | $0 |
| Task 3: Construction | 1. Install Rectangular Rapid Flashing Beacons and/or In-Pavement Warning Lights at eight mid-block locations<br>2. Install two Speed Feedback Signs<br>3. Construction completion documents (Notice of Completion) | Month 15 – Month 28 | $483,308.00 | $0 |
| | | CCI Project Subtotal | $498,308.00 | $0 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $0 | $0 |
| | | CCI Project Total | $498,308.00 | $0 |

Transportation Related Amenities #1 (Part 5 of 8)

| CCI Project Name and #: Project #1 – TRA #1, Omnitrans Premium Bus Shelters & Other Improvements | Project Type: AHSC Transportation Related Amenities (TRA) |
|---|---|
| Lead Entity: Omnitrans | |

| Project Description:<br>The project will install five (5) "premium" shelters throughout AHSC project area with solar powered lighting, electronic next-bus arrival signage, advertising panels, customer information, bench, trash receptacle, and optional bike rack. The project will also install five (5) green shelters, one custom red brick shelter, and twelve (12) variable message signs on existing custom built shelters within downtown core area. | | | | |
|---|---|---|---|---|
| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
| Task 1: Environmental Clearance | 1. Notice of Exemption (COMPLETED) | 11/9/17 | $0 | $0 |
| Task 2: Project Design | 1. Request for Proposals (RFP)<br>2. Executed Professional Services Agreement (PSA)<br>3. Construction plans and specs, construction contract | Month 1 – Month 14 | $0 | $0 |
| Task 3: Construction<br>Subtask A: Construct one new and modify seven existing custom brick shelters<br>Subtask B: Construct pads at 10 locations for premium or green shelter or bench improvements<br>Subtask C: Install premium and green bus shelters (except at AHSC corners of Holt Blvd. and Grove Ave.)<br>Subtask D: Install premium bus shelters at AHSC corner of Holt Blvd. and Grove Ave.<br>Subtask D: Install premium bus shelters at Project #1 AHSC corner of Holt Boulevard and Grove Avenue | 1. Construct one custom brick bus shelter with variable sign<br>2. Install seven variable signs on existing custom brick shelters<br>3. Construct pads at 10 locations<br>4. Install and/or relocate five green shelters and three premium shelters with three variable signs<br>5. Install two premium shelters with two variable signs at Holt Boulevard and Grove Avenue (NWC and SEC) | Subtask A - C: Month 14 – Month 17<br>Subtask D: Within three months from Virginia-Holt Affordable Housing Project occupancy | $461,872.00 | $0 |
| | | CCI Project Subtotal | $461,872.00 | $0 |
| Grant Administration* | 1. Activity Delivery Fee – Omnitrans Project Management: Coordinate with Grantee to ensure all reports, documentation, and requests are completed (including indicator tracking) per the grant agreement and the Memorandum of Understanding. | Grant Term | $15,861.00 | $0 |
| | | CCI Project Total | $477,733.00 | $0 |

Transportation Related Amenities #2 (Part 6 of 8)

| CCI Project Name and #: Project #1 – TRA #2, Downtown Ontario Mobility Hub | | Project Type: AHSC Transportation Related Amenities (TRA) | | |
|---|---|---|---|---|
| Lead Entity: City of Ontario | | | | |
| Project Description:<br>A new transit hub at 122 South Vine Avenue, Ontario, CA 91764, will be constructed to serve the new TCC residents and the affordable housing development residents to assist in mode shift to public transit and zero emission options within the TCC Project Area. In addition, this hub is strategically located to facilitate ridership for the existing Omnitrans Bus fixed route service as well as the future West Valley Connector Bus Route (BRT) service. | | | | |
| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
| Task 1: Project Design and Construction Contract Award | 1. Draft of construction drawings<br>2. Submit construction drawings for plan check<br>3. Obtain construction permit<br>4. Bid out project and award contract. | Month 1 – Month 10 | $114,000.00 | $0 |
| Task 2: Construction | 1. Commence construction, building department sign-offs on demolition, site work, and tenant improvements<br>2. Generate punch list and completion of construction – obtain warranties and guarantees (Notice of Completion) | Month 10 – Month 20 | $1,085,979.00 | $0 |
| Task 3: Close-Out of Project | 1. Issue notice of completion<br>2. Close-out project | Month 20 – Month 24 | $0 | $36,184.00 |
| | | CCI Project Subtotal | $1,199,979.00 | $36,184.00 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $0 | $0 |
| | | CCI Project Total | $1,199,979.00 | $36,184.00 |

Programs #1 (Part 7 of 8)

| CCI Project Name and #: Project #1 – PMG #1, Omnitrans Transit Program | | Project Type: AHSC Programs (PGM) | | |
|---|---|---|---|---|
| Lead Entity: City of Ontario | | | | |
| Project Description: City purchases transit passes from Omnitrans to provide 100 households a full-fare monthly pass for a three-year period (36 months) upon the completion of the affordable housing development. | | | | |
| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
| Task 1: Environmental Clearance | Notice of Exemption (COMPLETED) | 11/9/17 | $0 | $0 |
| Task 2: Provide 100 monthly transit passes for three years to AHSC residents | Purchase and distribute 100 monthly transit passes | Three years from Virginia-Holt Affordable Housing Project occupancy | $199,250.00 | $0 |
| | | CCI Project Subtotal | $199,250.00 | $0 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $0 | $0 |
| | | CCI Project Total | $199,250.00 | $0 |

Programs #2 (Part 8 of 8)

| CCI Project Name and #: Project #1 – PMG #2, Omnitrans Travel Training Program | | Project Type: AHSC Programs (PGM) | | |
|---|---|---|---|---|
| Lead Entity: Omnitrans | | | | |
| Project Description: Omnitrans staff to provide one travel training class for residents of affordable housing development to learn how to use fixed route bus system. Training to be provided on-site at the affordable housing site. | | | | |
| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
| Task 1: Environmental Clearance | 1. Notice of Exemption (COMPLETED) | 11/9/17 | $0 | $0 |
| Task 2: Provide one travel training class for AHSC residents | 1. Transit Training Class | 6 months from Virginia-Holt Affordable Housing Project occupancy | $2,500.00 | $0 |
| | | CCI Project Subtotal | $2,500.00 | $0 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $0 | $0 |
| | | CCI Project Total | $2,500.00 | $0 |

| CCI Project Name and #: Project #2 – Transit Pass Program/Travel Training/Route 83 Expansion | Project Type: Low Carbon Transit Operations Program |
|---|---|
| Lead Entity: Omnitrans | |
| Project Description:<br>This project will provide 100 monthly transit passes to residents of the project area. The project area is 4.86 contiguous square miles between H St. and Cedar, Benson and Vineyard Avenues within Ontario. These passes are in addition to the 100 monthly passes provided for a three (3) year basis under the Affordable Housing and Sustainable Communities (AHSC) housing project. Two (2) new buses will also be procured as part of the AHSC project. Travel training programs will be provided for area residents to learn how to use public transit. The Route 83 Expanded Services will decrease headways on Euclid from 60 minutes to 30 minutes. Omnitrans will be responsible for the long-term operations and maintenance of the project. | |

| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
|---|---|---|---|---|
| Task 1: Omnitrans Transit Pass Program<br><br>Subtask A: Issue monthly transit passes during contract term (36 months) to TCC project area residents<br><br>Subtask B: Coordinate with Community Engagement Team to market the transit pass program through contract term | 1. Issue 3,600 monthly passes over a three (3) year period<br><br>2. Conduct marketing events to promote public transit and the transit pass program | Subtask A: Month 14 (30 days after procurement of new buses to expand Route 83 services)<br><br>Subtask B: Month 60 | $198,000.00 | $0 |
| Task 2: Omnitrans Travel Training Program<br><br>Subtask A: Conduct one (1) transit training program | 1. Conduct one (1) transit training program | Month 14 (30 days after procurement of new buses to expand Route 83 services) – Month 60 | $2,500.00 | $0 |
| Task 3: Omnitrans Operational Costs Route 83<br><br>Subtask A: Change schedule to increase frequency of Route 83 and decrease headways from 60 minutes to 30 minutes | 1. Install bus stop signs at new realigned bus stop locations<br><br>2. Publish new schedule and customer information for Route 83 | Month 14 (30 days after procurement of buses through Project #1, | $1,700,000.00 | $0 |

| | | | | |
|---|---|---|---|---|
| | 3. Hire one (1) coach operator and manage operations for new buses | STI#1) – Month 60 | | |
| | | CCI Project Subtotal | $1,900,500.00 | $0 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | 0 | $0 |
| | | CCI Project Total | $1,900,500.00 | $0 |

| CCI Project Name and #: Project #3 – Urban Canopy | | Project Type: Urban and Community Forestry | | |
|---|---|---|---|---|
| Lead Entity: City of Ontario | | | | |
| Project Description:<br>This project will create an urban tree canopy to mitigate urban heat island effects and sequester atmospheric carbon dioxide through the planting of 365 trees within the project area. The project area is 4.86 contiguous square miles between H St. and Cedar, Benson and Vineyard Avenues within Ontario. The City of Ontario will be responsible for the long-term operations and maintenance of the project. | | | | |
| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
| Task 1: Site Preparation<br><br>Subtask A: Demolition/Grading<br>Subtask B: Clearing and Grubbing<br>Subtask C: Erosion Control | 1. Site preparation to ensure planting area is ready for irrigation, planting and will provide appropriate drainage | Month 6 – Month 9 | $120,554.00 | $0 |
| Task 2: Roadwork<br><br>Subtask A: Concrete Repair | 1. Repair concrete areas that were widened to plant trees | Month 12 – Month 24 | $23,558.00 | $0 |
| Task 3: Green Elements<br><br>Subtask A: Trees<br>Subtask B: Irrigation<br>Subtask C: Soil/Supplement/ Mulch Materials | 1. Plant 365 trees<br><br>2. Install irrigation<br><br>3. Add soil, supplements and mulch for optimum health and growth of trees | Month 1 – Month 24 | $158,609.16 | $0 |
| Task 4: Other<br><br>Subtask A: Maintenance Services | 1. Provide three (3) years of tree watering services to guarantee tree establishment | Month 25 – Month 60 | $227,100.00 | $0 |
| Task 5: Project Management | 1. Coordinate with Caltrans and San Bernardino County for the planting of trees, and coordinate | Month 1 – Month 60 | $0 | $11,463.00 |

| | | | | |
|---|---|---|---|---|
| Subtask A: Project Management<br><br>Subtask B: Encourage residents to plant trees in addition to those funded through TCC and utilize soil provided through the Organics program. | with the both the Community Engagement Team (CET) and the Organics Program<br><br>2. Community event will be held to educate local residents of importance and how to plant trees | | | |
| | | CCI Project Subtotal | $529,821.16 | $11,463.00 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | 0 | 0 |
| | | CCI Project Total | $529,821.16 | $11,463.00 |

| CCI Project Name and #: Project #4 – Ontario Shines: Multi-family Solar PV | Project Type: Low-Income Weatherization Program |
|---|---|
| Lead Entity: GRID Alternatives | |

Project Description:
This project will install up to 340 kW-DC of solar on affordable multifamily developments within project area. The project area is 4.86 contiguous square miles between H St. and Cedar, Benson and Vineyard Avenues within Ontario. Preference will be given to properties that are providing permanent and/or transitional housing units serving homeless and/or low-income residents with affordable covenants recorded on title. This program is coordinating installations with both Mercy House Living Centers ("Mercy House") and National Community Renaissance of California. Related to the Mercy House installation, GRID Alternatives will install solar photovoltaic systems on properties that are part of the Ontario's Homeless Continuum of Care Program. This program provides outreach services, access center, transitional housing, tenant based rental assistance, and permanent housing units to Ontario's homeless population. By installing solar photovoltaic systems to these permanent and transitional housing units, operational costs will be reduced, and these savings will in turn be used to increase funding for homeless services within the Continuum. In addition, on-the-job training opportunities will be targeted to the residents residing in these units to connect residents to these high-quality jobs. The lead entity will provide support to residents during the warranty period for operations and maintenance.

| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
|---|---|---|---|---|
| Task 1: Qualify Sites and Install Solar PV<br><br>Subtask A: Qualify affordable housing sites<br>Subtask B: Conduct Site Visits and Design Systems<br>Subtask C: Complete Contracts, Rebate Reservations, and Interconnection Applications<br>Subtask D: Install Solar Systems with Job Trainees | 1. Meet with affordable housing developers and qualify sites<br>2. Conduct site visits/design systems/obtain permits execute contracts/submit for eligible rebates/complete and submit for interconnection<br>3. Install systems with job trainees<br>4. Install up to 340 kW-DC of solar PV | Month 1 – Month 60 | $990,000.00 | $132,000.00 |
| | | CCI Project Subtotal | $990,000.00 | $132,000.00 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $151,180.00 | $0 |
| | | CCI Project Total | $1,141,180.00 | $132,000.00 |

| CCI Project Name and #: Project #5 – Ontario Shines: Single-family Solar PV | Project Type: Low-Income Weatherization Program |
|---|---|
| Lead Entity: GRID Alternatives | |

| Project Description:<br>The project will install up to 360 kW-DC of solar on approximately 100 single-family homes for low-income homeowners through a third-party ownership model (pre-paid PPA) within project area. The project area is 4.86 contiguous square miles between H St. and Cedar, Benson and Vineyard Avenues within Ontario. Roof repairs/ replacements, main service panel upgrades, tree trimming, and additional activities required to make home solar ready will also be provided. On-the-job training opportunities will be provided, prioritizing TCC project area residents, through this program and workforce development activities will be focused on these participants to assist them in securing full-time employment upon completion of the training. The lead entity will provide support to residents during the warranty period for operations and maintenance. | | | | |
|---|---|---|---|---|
| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
| Task 1: Qualify Homeowners and Install Solar PV<br><br>Subtask A: Outreach and qualify low-income homeowners<br><br>Subtask B: Conduct Site Visits and Design Systems<br><br>Subtask C: Complete Client Contracts, Interconnection Applications, and other paperwork as applicable<br><br>Subtask D: Provide roof repairs/ replacements, main service panel upgrades, tree trimming, etc. (activities required to make home solar ready), as needed<br><br>Subtask E: Install Solar Systems with job trainees | 1. Outreach and qualify approximately 100 low-income homeowners<br><br>2. Conduct site visits/design systems/obtain permits<br><br>3. Execute client contracts/submit for eligible rebates/complete and submit for interconnection<br><br>4. Subcontract to provide roof repairs/ replacements, main service panel upgrades, tree trimming, etc. (activities required to make home solar ready), as needed<br><br>5. Recruit and hire 20 trainees for paid positions and install systems<br><br>6. Install up to 360 kW-DC | Month 1 – Month 60 | $1,656,000.00 | $781,000.00 |
| | | CCI Project Subtotal | $1,656,000.00 | $781,000.00 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $204,820.00 | $19,000.00 |
| | | CCI Project Total | $1,860,820.00 | $800,000.00 |

| CCI Project Name and #: Project #6 – Ontario Carbon Farm | Project Type: Organics |
|---|---|
| Lead Entity: Huerta del Valle Community Garden | |
| Project Description:<br>This project will create the neighborhood-scale "Ontario Carbon Farm," a closed loop recycling project to create quality compost at 13545 S. Walker Avenue Ontario, CA 91761 (APN21621304). Compost produced on the Carbon Farm will be fed back into the project area for community/household gardens, urban farms, and urban greening. Project will also provide training to residents to help them secure high-quality jobs within this green industry. Huerta del Valle will be responsible for the long-term operations and maintenance of the project. | |

| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
|---|---|---|---|---|
| Task 1: Develop Compost Facility (Ontario Carbon Farm)<br><br>Subtask A: Obtain Carbon Farm Conditional Use Permit/other permits as required<br><br>Subtask B: Compost site construction and preparation<br><br>Subtask C: Develop operations plan on-site<br><br>Subtask D: Install Vermicomposting improvements at Huerta del Valle Site | 1. Obtain Conditional Use Permit and other permits needed for project execution<br><br>2. Developed operations plan on-site<br><br>3. Installation of Vermicomposting improvements<br><br>4. Make two (2) acre composting site ready for operation (Huerta Del Valle & Carbon Farm/Harvest site)<br><br>5. Install:<br>a. Fencing;<br>b. Water Tank Storage;<br>c. New road; and<br>d. Compost slab.<br><br>6. Purchase equipment:<br>a. One (1) Bucket Grinder; and<br>b. One (1) Tractor Loader. | Month 1 - Month 54 | $258,500.00 | $65,000.00 |
| Task 2: Neighborhood Food Waste Collection Pilot<br><br>Subtask A: Residential Program Outreach/Education/Enrollment Plan | 1. Design Outreach/Education/Enrollment Plan<br><br>2. Deployment Plan (60 homes total; 20 per year)<br><br>3. Resident Training (100 people) | Month 1 – Month 54 | $140,500.00 | $60,000.00 |

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| Subtask B: Receptacle Deployment and Weekly Pick-ups/data Tracking 20 homes per year<br><br>Subtask C: Train Local Residents in organics recycling | | | | |
| Task 3: Organics Commercial Food Waste Stream Collection<br><br>Subtask A: Commercial Enrollment Plan (Two (2) vendors per year)<br><br>Subtask B: City Organics Vendor Plan (100 tons per year)<br><br>Subtask C: Organic Waste Stream Plan (Routing, total organic waste stream)<br><br>Subtask D: Organic Training and Employment Plan | 1. Commercial Enrollment Plan (Two (2) vendors per year)<br><br>2. Organic Vendor Plan (100 tons per year)<br><br>3. Organic Waste Stream Plan<br><br>4. Training and Employment Plan | Month 7 – Month 54 | $45,500.00 | $25,000.00 |
| Task 4: Soil Growing Pilot Program<br><br>Subtask A: Grow Soil Compost Processing<br><br>Subtask B: Distribution Plan<br><br>Subtask C: Compost Job Training/Employment | 1. Grow Soil Processing Plan<br><br>2. Distribution Plan<br><br>3. Training and Employment (Six (6) people)<br><br>4. Purchase sorting machinery (trommel screen, and conveyor) | Month 6 – Month 54 | $160,500.00 | $96,500.00 |
| Equipment (entire project) | 1. One (1) Bucket Grinder<br><br>2. One (1) Tractor Loader<br><br>3. Sorting Machinery (trammel screen, and conveyor) | | $440,000.00 | $0 |
| | | CCI Project Subtotal | $1,045,000.00 | $246,500.00 |

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| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $61,000.00 | $40,000.00 |
| | | CCI Project Total | $1,106,000.00 | $286,500.00 |

| CCI Project Name and #: Project #7 – Pedestrian Pathway Improvements and Network Connectivity Project | Project Type: Active Transportation Program |
|---|---|
| Lead Entity: City of Ontario | |
| Project Description:<br>This project will construct three (3) missing sidewalk segments to provide pedestrian connections within residential neighborhoods to local uses, schools, parks, and transit stops. The three (3) sidewalks are: 1) Southside of Nocta St. east of Grove Ave. (133 linear feet), 2) Westside of Bon View Ave. south of Sunkist St. (166 linear feet), and 3) Northside of Nevada St. east of Euclid Ave. (135 linear feet). The City of Ontario will be responsible for the long-term operations and maintenance of the project. | |

| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
|---|---|---|---|---|
| Task 1: Design and Bid<br><br>Subtask A: Design and Specifications<br>Subtask B: Solicit Bids<br>Subtask C: Enter into Contract | 1. Final Design Plan/Specifications<br>2. Bid Package<br>3. Place on Planet Bids<br>4. Signed Contract | Month 1 – Month 10 | $0 | $90,522.54 |
| Task 2: Construction<br><br>Subtask A: Construction<br>Subtask B: Construction Management | 1. Pre-Construction Meeting<br>2. Construction completion of three (3) sidewalks:<br>a. <u>Southside of Nocta St. east of Grove Ave.</u><br>i. 133 linear feet of sidewalk and curb; and<br>ii. One (1) new street light<br>b. <u>Westside of Bon View Ave. south of Sunkist St.</u><br>i. 166 linear feet of sidewalk, curb, and landscape parkway;<br>ii. One (1) ADA ramp; and<br>iii. One (1) new street light<br>c. <u>Northside of Nevada St. east of Euclid Ave.</u><br>i. 135 linear feet of sidewalk | Month 11 – Month 16 | $141,799.00 | $118,080.00 |

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| | ii. One (1) new street light | | | |
| | | CCI Project Subtotal | $141,799.00 | $208,602.54 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $0 | $0 |
| | | CCI Project Total | $141,799.00 | $208,602.54 |

| CCI Project Name and #: Project #9 – Mission Boulevard Bike and Pedestrian Improvements | Project Type: Active Transportation Program |
|---|---|
| Lead Entity: City of Ontario | |
| Project Description:<br>This project will create five (5) miles of Class IV one-way Buffered Bike Lanes, and three (3) miles of sidewalks and pedestrian improvements on Mission Boulevard between Benson and Bon View Avenues. This project will include widening for the bike lane, bike detection at signalized intersections, ADA ramps, and functional landscaping. Landscaping will utilize California-native and low-water, drought tolerant plants and trees to sequester atmospheric carbon dioxide. Project will also include installation of bike repair kiosk. The City of Ontario will be responsible for the long-term operations and maintenance of the project. | |

| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
|---|---|---|---|---|
| Task 1: Environmental Clearance<br><br>Subtask A: Prepare Environmental Document | 1. Addendum or Negative Declaration | Completed 07/2018 | $0 | $5,065.10 |
| Task 2: Design and Bid<br><br>Subtask A: Hire Design Professionals<br>Subtask B: Prepare Civil and Landscape Plans<br>Subtask C: Right of Way Acquisition<br>Subtask D: Coordinate with RR<br>Subtask E: Coordinate with CalTrans<br>Subtask F: Solicit Bids<br>Subtask G: Enter into Contract | 1. Request for Proposals, Contracts<br>2. Plans and Specifications<br>3. ROW Documents, ROW purchased<br>4. Approved Plans by Railroad<br>5. Approved Plans by CalTrans<br>6. Final Bid Package / Put on Planet Bid<br>7. Executed Contract | Month 1 – Month 12 | $0 | $830,061.44 |
| Task 3: Construction<br><br>Subtask A: Construction<br>Subtask B: Construction Management | 1. Construction Improvements<br>2. Construction completion of:<br>a. Five (5) miles of one-way Class IV Buffered Bike Lanes; and<br>b. Three (3) miles of sidewalks and pedestrian improvements on Mission | Month 13 – Month 24 | $5,698,469.00 | $195,069.68 |

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| | Boulevard between Benson and Bon View Avenues<br><br>3. Completion of project elements:<br>a. Bike lane widening;<br>b. Bike detection at signalized intersections;<br>c. 89 new street lights;<br>d. 43 ADA ramps;<br>e. Seven (7) pedestrian refuges;<br>f. Nine (9) ramp domes;<br>g. One (1) fire hydrant relocation;<br>h. Drainage improvements at 18 locations; bike repair kiosk; and<br>i. Functional landscaping | | | |
| | | CCI Project Subtotal | $5,698,469.00 | $1,030,196.22 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $0 | $0 |
| | | CCI Project Total | $5,698,469.00 | $1,030,196.22 |

| Non-CCI Project #: Project #10 – Small Business Support Program | Lead Entity: Inland Empire Small Business Development Center<br>Co-applicants: City of Ontario, County of San Bernardino | | |
|---|---|---|---|
| Project Description:<br>This program will utilize leveraged funding to create a small business support program to attract and retain small businesses in downtown Ontario. The program will feature small business incubator space along with maker space and will provide improved pathways to prosperity for residents of the project area. | | | |
| Task | Deliverable(s) | Timeline | Leverage Funds |
| Task 1: Establish business creation/retention program in project area<br><br>Subtask A: Quarterly outreach to businesses within project area | 1. Connect with a minimum of ten (10) businesses | Month 1 - 24 | $128,892.29 |
| Task 2: Operational business incubator space in project area<br><br>Subtask A: Develop Marketing strategy for incubator<br>Subtask B: Enroll four entrepreneurs into incubator<br>Subtask C: Four entrepreneurs complete incubator program and form businesses | 1. Contract with four (4) new businesses participating in incubator program<br><br>2. Four (4) new businesses complete incubator program | Month 1 - 24 | $766,604.00 |
| Task 3: Operational Maker Space in project area<br><br>Subtask A: Secure funding from external grant<br>Subtask B: Purchase equipment for Maker Space<br>Subtask C: Create Maker Space within existing city facility | 1. Establish a Maker Space | Month 1 - 24 | $104,993.11 |
| | | Non-CCI Project Total | $1,000,489.40 |
| Non-CCI Project #: Project #11 – Healthy Ontario Program | Lead Entity: City of Ontario<br>Co-applicants: Huerta del Valle, Partners for Better Health | | |

| Project Description:<br>This initiative will utilize existing programming to educate and equip residents of the project area to pursue healthy lifestyles, and to the informed, connected, and empowered within the community. | | | |
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| Task | Deliverable(s) | Timeline | Leverage Funds |
| Task 1: Outreach and Health Education Community Engagement Team<br><br>Subtask A: Network Weaver & Program Assistant<br>Subtask B: Five (5) Community Health Worker Team<br>Subtask C: Zum Up Team of Health Coaches | 1. Connects Heal Zone residents and Stakeholders to community resources, physical activities opportunities and public health | 07/2018 – Month 3 | $223,219.96 |
| Task 2: Marketing, Promotional, and Meeting and Media Collateral<br><br>Subtask A: Host Monthly Healthy Ontario Meetings<br>Subtask B: Print marketing materials and provide translation equipment<br>Subtask C: Create meeting and media collateral | 1. Host 15 Healthy Ontario Meetings<br>2. Print agendas and all meeting materials<br>3. Print all outreach materials | 07/2018 – Month 3 | $10,374.99 |
| Task 3: Media, Communication Strategies & Evaluation<br><br>Subtask A: Strategic Communication and Media Technical Assistance<br>Subtask B: Evaluation Technical Assistance<br>Subtask C: Support Community Engagement Team | 1. Saturate the Heal Zone and Project area with strategic TCC communications and media messaging<br>2. Support the creation of new community engagement zones with appropriate data collection. | 07/2018 – Month 3 | $74,999.98 |
| Task 4: Healthy Food Access<br><br>Subtask A: Create Cold Storage Facility<br>Subtask B: Food Access Point and Health Education | 1. Sustain organic food access and education for residents in the Heal Zone and greater TCC project area. | 07/2018 – Month 3 | $24,999.99 |

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| Subtask C: Community Supported Agricultural farmstand | | | |
| | | Non-CCI Project Total | $333,594.92 |

| Community Engagement Plan | Lead Entity: City of Ontario<br>Co-applicant: Partners for Better Health (PBH) | | | |
|---|---|---|---|---|
| Plan Description:<br>The Community Engagement Plan is a multi-layered, integrated approach to community engagement throughout the implementation period that will improve outcomes and sustain efforts for the project area. The Healthy Ontario Initiative, which includes 12 resident leaders and multi-sector partners, will function as the neighborhood council and serve as a conduit for receiving and transmitting feedback from culturally/linguistically-appropriate outreach venues and project stakeholders. Activities include conducting public meetings/workshops; surveys; focus groups; door-to-door canvassing that will inform residents about housing and workforce development opportunities, solar upgrades, transportation improvements, and urban farming opportunities; Community Health Improvement Association meetings; outreach to existing community groups; outreach to youth; a project website; and social media messaging. | | | | |
| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
| Task 1: Integrate shared equity models between resident leaders and TCC stakeholders at governance level.<br>Subtask A: Connect residents with TCC Trustee Board<br>Subtask B: Hold twelve (12) focus groups<br>Subtask C: Conduct two (2) World Cafes; eight (8) outreach activities with the Community Health Improvement Association (CHIA) | 1. Prepare TCC Trustee minutes and meeting documentation<br>2. Ensure TCC residents are participating in collaboration<br>3. Educate resident leaders on Ontario Together. People, Places, Prosperity (OTPPP) strategies and evaluation metrics<br>4. Subtask A: Minutes; shared decision-making models; defined roles<br>5. Subtask B: Focus group data, videos; collateral materials; perception measurements<br>6. Subtask C: Collateral materials; shared decision-making model; meeting notes; implementation strategies | Month 1 – Month 24 | $23,480.00 | $1,632.00 |
| Task 2: Create Shared Equity Model (residents/STKH*)<br>Subtask A: Create six (6) surveys | 1. Common definition of equity with action items by Project Type<br>2. Subtask A: Validated surveys and survey data | Month 3 – Month 16 | $28,640.00 | $1,632.00 |

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| Subtask B: Release forty five (45) targeted social media messages<br><br>Subtask C: Hold thirty six (36) public workshops (travel trainings, Organics project, tenants rights workshops, housing workshops. CE team will not provide these, but will make referrals.<br><br>Subtask D: Conduct a minimum of two (2) outreach events to inform TCC area residents on how to apply and the timeline to apply for the affordable housing units.<br><br>Subtask E: Assist residents in applying for affordable housing units<br><br>Subtask F: Provide a minimum of one (1) resident training on tenant rights and responsibilities<br><br>Subtask G: Provide travel training program for residents on how to apply for transit passes and how to use public transit<br><br>Subtask H: Provide a minimum of one (1) outreach event to connect TCC area residents to apply for job opportunities related to the construction and operation of the affordable housing units<br><br>Subtask I: Provide bicycle ridership training for use in conjunction with the downtown mobility hub. | 3. Subtask B: Social media messages, community-participatory videos; dosage data<br><br>4. Subtask C: Data, notes, collateral materials, shared metrics for positive change; number of residents engaged<br><br>5. Subtasks D - I: Number of residents engaged | | | |
| Task 3: Residents collaborate and transform neighborhoods<br><br>Subtask A: Create Downtown CE Zones for house meetings<br><br>Subtask B: Recruit, train and deploy CE "street teams"<br><br>Subtask C: Convene Community Health Improvement Association (CHIA) Meetings | 1. Maps, disparities data analysis, “street team” team documents<br><br>2. Subtask A: Zone maps and engagement protocol; 64 house meetings<br><br>3. Subtask B: Four (4) community health workers, training curriculum, CP data | Month 3 – Month 11 | $113,855.00 | $1,632.00 |

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| Subtask D: Conduct a minimum of two (2) outreach events to inform TCC area residents on how to apply and the timeline to apply for the affordable housing units.<br>Subtask E: Conduct outreach to inform residents about opportunities to apply for affordable housing units<br>Subtask F: Conduct outreach to make residents aware of a minimum of one (1) resident training on tenant rights and responsibilities (training provided by a TCC partner). Subtask G: Provide training and information related to participation in the solar program (single-family and multi-family)<br>Subtask H: Provide outreach meeting on career path for jobs related to the organics program and connect residents to job training programs | 4. Subtask C: Report on number of CHIA meetings across zones, number of resident leaders, meeting notes/data<br>5. Subtask D: Number of residents engaged<br>6. Subtask E: Number of residents engaged<br>7. Subtask F: Number of residents engaged | | | |
| Task 4: Integrate business partners + provide media support<br>Subtask A: Conduct eight (8) outreach activities<br>Subtask B: Rx for Transformation materials<br>Subtask C: Two (2) community-participatory videos | 1. A minimum of four (4) new business partners added; media collateral<br>2. Subtask A: Report on number of businesses and residents engaged; collateral from activities, 5% community saturation.<br>3. Subtask B: Culturally sensitive TCC materials<br>4. Subtask C: bilingual impact videos (Pre- +post-) | Month 3 – Month 23 | $20,040.00 | $1,000.00 |
| | | Community Engagement Plan Subtotal | $186,015.00 | $5,896.00 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $0 | $0 |
| | | Community Engagement Plan Total | $186,015.00 | $5,896.00 |

| Workforce Development Plan | Lead Entity: City of Ontario<br>Co-applicants: San Bernardino County, Promise Scholars, Ontario-Montclair School District |
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Plan Description:
The Workforce Development Plan will create a workforce development sub-program pertaining to green and healthcare jobs for the project are within the existing County workforce development program, create a satellite office for workforce development staff within Downtown Ontario, and create a permanent workforce development program within downtown.

| Task | Deliverable(s) | Timeline | Grant Funds | Leverage Funds |
|---|---|---|---|---|
| Task 1: Create workforce development sub-program pertaining to green and healthcare jobs for TCC Project Area within existing County workforce development program<br>Subtask A: Create outreach strategy to promote services<br>Subtask B: Institute training and job placement arrangements with green and healthcare employers<br>Subtask C: In partnership with Promise Scholars, initiate career-opportunity encounters with Ontario-Montclair School District and create a project area-specific scholarship program | 1. Report on number of individuals served at satellite office, and number of events held at OMSD.<br>2. Report on the number of email blasts/social media posts/other forms of outreach to market services.<br>3. Report on number of individuals that completed training programs<br>4. Report on number of individuals that were placed in jobs.<br>5. Report on the number of students that completed Free Application for Financial Student Aid (FAFSA) applications, individuals served at satellite office, and number of events held at OMSD. | Month 1 – Month 36 | $0 | $59,171.20 |
| Task 2: Create satellite office for workforce development staff within Downtown Ontario<br>Subtask A: Create temporary space for County workforce employee within existing City facility<br>Subtask B: Create permanent space for County workforce employee within Downtown Ontario | 1. Operational workforce development office in the TCC Project Area. | Month 1 – Month 24 | $0 | $25,515.36 |
| Task 3: Create permanent workforce development program within downtown Ontario<br>Subtask A: Enter into contract with San Bernardino County for full-time workforce development services within the TCC Project Area | 1. Operational workforce development office in Downtown Ontario operated by County employee. | Month 1 – Month 12 | $238,271.00 | $0 |

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| | | Workforce Development Plan Subtotal | $238,271.00 | $84,686.56 |
| Grant Administration* | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding | Grant Term | $0 | $0 |
| | | Workforce Development Plan Total | $238,271.00 | $84,686.56 |

| Displacement Avoidance Plan | Lead Entity: City of Ontario<br>Co-applicant: Ontario Housing Authority | | |
|---|---|---|---|
| Plan Description:<br>The Displacement Avoidance Plan includes affordable housing production of 175 affordable housing units, inclusionary zoning incentives for the production of affordable housing development, affordable housing preservation, tenant rights education, development of no-cost and low-cost business development and retention programs, an increased visibility of the small business development program. | | | |
| Task | Deliverable(s) | Timeline | Leverage Funds |
| Policy 1: Affordable Housing Production<br><br>Subtask A: Construct a 101-unit affordable housing development at Virginia Avenue and Holt Boulevard. (Developer: National Community Renaissance of California)<br><br>Subtask B: Continue efforts to secure financial gap funding for the construction of 75-unit affordable housing development at Holt Boulevard and Vine Avenue. (Developer: Related Companies of California)<br><br>Subtask C: Conduct informational workshops within the TCC Project Area to inform residents of deadlines and application procedures to applying for new constructed affordable housing units.<br><br>Subtask D: Track affordable housing production citywide to determine efforts in conjunction with Regional Housing Needs Assessment (RHNA) goals. | 1. Subtask A: Certificate of Occupancy for affordable housing development at Virginia Avenue and Holt Boulevard<br>2. Subtask B: Certificate of Occupancy for affordable housing development at Holt Boulevard and Vine Avenue<br>3. Subtask C: Meeting agendas, sign-in sheets, and number of area residents that initially move-in to new affordable units for 101 units<br>4. Subtask D: Annual report confirming total affordable housing production during project term | Month 1 – Month 60 | $32,548,614.92 |
| Policy 2: Inclusionary Zoning Incentives<br><br>Subtask A: Actively market land owned by the Ontario Housing Authority for affordable housing within the TCC Project Area and financial incentives for the production of affordable housing development, including Density Bonus Agreements, Planned Unit Developments (PUD), reduction of Development Impact Fees (DIF) for qualified affordable housing units. | 1. Marketing flyer and distribution list<br>2. Annual tracking report tracking number of affordable housing units issued certificate of occupancy, number of density bonus agreements, PUD, and number of units built with reduced DIF calculations and the value of the reductions to the projects | Month 1 – Month 60 | $0 |

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|---|---|---|---|
| Policy 3: Affordable Housing Preservation<br><br>Subtask A: Implement Community Improvement Team Homeowner Rehabilitation Loan and Emergency Grant Program<br><br>Subtask B: Administer the Jack Galvin Mobile Home Park Accord | 1. Subtask A: Provide direct marketing through City of Ontario Code Enforcement Department's Community Improvement Team the Homeowner Rehabilitation Loan and Emergency Grant Program<br><br>2. Subtask B: Annually review and approve all requests for modifications to the space rent amounts for mobile home parks participating in the Jack Galvin Mobile Home Park Accord | Month 1 – Month 60 | $233,355.20 |
| Policy 4: Tenant Rights Education<br><br>Subtask A: Provide increased number of tenant rights education classes throughout the TCC Project Area on an annual basis.<br><br>Subtask B: Conduct annual vulnerability assessments that create displacement pressure within the TCC Project Area for tenants. | 1. Subtask A: Annual tracking report on number of tenant rights education classes compared to baseline year (2017), number of participants per class, and locations<br><br>2. Subtask B: Annual tracking report on vulnerability assessments including but not limited to housing cost burden, vacancy rates, number of complaints received by Inland Fair Housing and Mediation Board (IFHMB) within the TCC Project Area by residents, number of request from homeless or at-risk for homelessness received by Mercy House in the City of Ontario from residents within TCC Project Area. | Month 1 – Month 60 | $45,890.08 |
| Policy 5: Development of no-cost and low cost business development and retention programs with established local, state, and federal partners<br><br>Subtask A: Provide direct assistance to small businesses through Ontario Strike Team Assistance, which consists of departments from throughout the City to facilitate the attraction, expansion, and retention of businesses. | 1. Annual tracking report on number of new business permits issued and renewed during the program term compared to baseline year (2017)<br><br>2. Annual tracking report on number of meetings with existing small businesses from within the TCC Project Area<br><br>3. Develop website and marketing materials | Month 1 – Month 60 | $192,331.80 |
| Policy 6: Increased visibility of jurisdiction's small business assistance program<br><br>Subtask A: Identify and resolve issues related to small businesses within the TCC Project Area.<br><br>Subtask B: Conduct business visits and surveys to assess the health and needs of the business. | 1. Subtask A: Annual reporting on identified issues and resolution related to small businesses within the TCC area.<br><br>2. Subtask B: Annual reporting on number of business visits and survey results; annual reporting on number of building permits issued with TCC area related to businesses. | Month 1 – Month 60 | $57,513.60 |
| | | Displacement Avoidance Plan Total | $33,077.705.60 |

## EXHIBIT C – SPECIAL TERMS AND CONDITIONS

### PART 1 – Transformative Plans

A. Community Engagement

Grantee is required by AB 2722 to ensure meaningful community engagement of the TCC Project area residents and key stakeholders in all phases of implementation;

Grantee will conduct and oversee community engagement for the entirety of the TCC Project;

Grantee will report to SGC on community engagement related activities; and,

Grantee will develop a process to collect and address complaints or concerns related to TCC Project implementation.

B. Displacement Avoidance

Grantee is required by AB 2722 to implement strategies to reduce economic displacement risk within the TCC Project area;

Grantee will pursue strategies during grant implementation that will prevent against the displacement of existing households in the TCC Project area;

Grantee will pursue strategies during grant implementation that will prevent against the displacement of existing small businesses in the TCC Project area; and

Grantee will report to SGC on key milestones related to the adoption and implementation of the displacement avoidance policies annually; and

Grantee certifies that no relocation will take place beyond that which was included in submitted relocation plan.

C. Workforce Development

The TCC Program Guidelines require Grantee to establish goals for workforce training, employment, and local business expansion for the TCC Project area;

Grantee will conduct or oversee workforce development activities for the entirety of the TCC Project; and,

Grantee will report to SGC on workforce development related activities.

D. Indicator Tracking and Reporting Requirements

Grantee is required by AB 2722 to track and monitor greenhouse gas (GHG) reductions, co-benefits, and outcome indicators;

Grantee may be required to re-estimate GHG emission reductions for each California Climate Investment (CCI) funded project using California Air Resources Board's (CARB) Greenhouse Gas Quantification Methodology for the Strategic Growth Council Transformative Climate Communities Program for Fiscal Year 2016-17;

Grantee will indicate how each CCI and non-CCI Project satisfies criteria for being located within and benefitting disadvantaged and low-income communities and/or low-income households using the criteria specified, per the project type, in the Benefit Criteria Tables available at www.arb.ca.gov/cci-resources;

Grantee will track and report indicators on an annual basis, at the point when the projects become operational, and at project closeout. Outcome reporting will be required until the end of the performance period. Reporting templates and Co-Benefit indicators are posted on the CARB CCI Quantification, Benefits,

and Reporting Materials webpage and CCI Co-benefit Assessment Methodology webpage, respectively; and,.

Grantee will be required to share information on project outcomes per CARB requirements including job benefits. Grantee and partners are required to report information on employment outcomes from awarded projects that provide jobs or job training. The requested data includes information on the quantity and quality of jobs, including wages and credentials provided through training programs. This information may be readily available for projects where funding recipients are already tracking employment data using standardized methods (e.g., certified payroll systems).

Grantee is required to track each indicator specified in the Indicator Tracking Tables (Attachment E-4), organized by CCI Project and Transformative Plan type. The following terms apply to Grantee's tracking and reporting process.

Purpose: The information reported by Grantee will be used by the Evaluator (Evaluation Technical Assistance) to help Grantee complete reporting forms as required by the California Air Resources Board. The Evaluator may use the information to help assess TCC site progress and results, with highlights that could be shared broadly with TCC stakeholders and interested parties.

Data source: Grantee must track the indicators listed in Attachment E-4 using their direct access to the data needed to measure these indicators. In the tables, specific types of project documentation are suggested for tracking each indicator.

Frequency: Grantee must continuously track (as relevant) the indicators and report on them annually to the Evaluator and the Strategic Growth Council. Prior to project completion, Grantee will report on progress, such as "X number of housing units are in the X stage of development." Upon project completion, Grantee will report a final number.

Collaboration: Grantee must also help the Evaluator track additional indicators to complete their evaluations. These additional indicators will be determined during project implementation. For example, the Evaluator will design surveys with feedback from Grantee; then Grantee--through TCC project activities--may have the opportunity to distribute surveys to community members, and the Evaluator will analyze the survey results. The evaluators will work with grantees to stay within the budgeted time and resources for tracking indicators agreed upon signing the contract throughout the grant term and performance period.

Reporting protocols: The Evaluator will provide Grantee with guidance on reporting protocols and will also provide reporting templates for Grantee's use.

Designated liaison: Grantee and any Lead Entity should designate a point-of-contact who can liaise with the Evaluator to fulfill the tracking and reporting requirements. The Evaluator may also request to speak with staff from co-applicant entities, as applicable, to inform the program evaluation. Grantee will assist in facilitating avenues for direct communication between the co-applicants and the Evaluator if requested (i.e., providing contact information when necessary).

Site-specific and additional details: The Evaluator may provide Grantee with a list of additional site-specific indicators to track if the projects or plans in these sites require indicators that deviate from or expand upon those detailed in Attachment E-4. The Evaluator will also provide a list of required inputs to any necessary estimator tools that will be used for the evaluation. If an indicator or input to a given tool is not relevant to Grantee's particular project, Grantee should report "N/A" for the indicator or input.

## Part 2 – Project-Specific Terms and Conditions

Grantee certifies that it will ensure that the Lead Entity of each CCI Project adheres to the following requirements:

A. Low Carbon Transit Operations Program

*Zero-Emission Vehicle Projects*

Procured vehicles must support the system performance of the improved service lines as described in the Budget and Schedule of Deliverables throughout the Project Completion and Performance Periods.

Lead Entity must provide SGC with the current and proposed service plan including routes, service frequency, and number of vehicles deployed on each route within 60 calendar days of Grant Agreement execution. The Lead Entity must quantify the planned number of additional vehicle miles to be operated by zero-emission vehicle (ZEV) buses compared against the baseline service level.

Lead Entity must provide SGC with the existing schedules and proposed changes to the affected service lines at least 90 calendar days before initiating service. The service plans should include weekday, weekend, and special event services and maintain service frequency levels consistent with the Work Plan. The schedules should document efforts to coordinate service with other transit services.

B. Active Transportation Program

If the TCC Project is not on state-owned right-of-way, the project must be constructed in accordance with the Local Assistance Procedures Manual, Chapter 11.2 Design Guidance for Local Assistance Projects, New and Reconstruction Projects design standards for local agency streets and roads, incorporated here by this reference.

C. Low Carbon Transportation: Car Sharing and Mobility

*Vehicle and Equipment Specifications*

Lead Entity must purchase or lease eligible light-duty passenger vehicles or medium-duty passenger or shuttle vans that are zero emission or near-zero emission vehicles, which include plug-in hybrid electric vehicles (PHEV), battery electric vehicles (BEV), and fuel cell electric vehicles (FCEV). Changes to the fleet after grant execution may be made subject to prior written approval by SGC. Additional vehicle requirements:

i. May be purchased or leased (2-year minimum lease period).

ii. May be new or used.

iii. Must be a four passenger vehicle or more.

iv. New vehicles must be eligible for the Clean Vehicle Rebate Project (CVRP) or the California Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP), but they cannot participate in those projects, i.e., they cannot receive rebates from CVRP2 or vouchers from HVIP3.

v. Used vehicles that have participated in CVRP or HVIP and have fully complied with CVRP and HVIP requirements are eligible.

vi. Must be registered in California.

vii. No modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (California Vehicle Code (CVC) Section 27156).

viii. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or zero-emission vehicle is not eligible.

ix. Vehicle title cannot be salvaged (as defined in CVC Section 544).

Lead Entity may purchase and install electric vehicle supply equipment (EVSE) to provide electricity for BEVs and PHEVs, as applicable. EVSE equipment may be:

i. Installed in commercial or residential locations.

ii. May include ports for bicycle charging if the project design includes electric bicycles.

iii. Level 2: rated up to 240 volts AC, up to 60 amps, and up to 14.4 kW.

iv. Level 3: high voltage AC or DC with the capability to charge the vehicle to approximately 80 percent capacity within 30 minutes.

The Lead Entity may purchase Class 1 or Class 2 electric bicycles and supporting equipment for the bicycle sharing complement to the car sharing system. Electric bicycles and equipment should comply with the following:

i. Purchase and install electric bicycle charging equipment to provide electricity for electric bicycles, no more than one per bicycle, as applicable.

ii. Purchase bicycle locking stations, no more than one per bicycle, as applicable.

iii. May purchase bicycle helmets for use of electric bicycle.

Lead Entity must establish secure and safe home base parking for project vehicles and optional electric bicycles within the Project Area.

*Program Requirements*

Lead Entity must develop policy and process to evaluate potential vehicle drivers, bicycle riders, vanpool riders, and subsidy recipients, as follows:

i. Enroll all vehicle drivers, bicyclists, carpool/vanpool riders (non-driver participants), and subsidy recipients and ensure that they:

   a. Complete an Initial Participant Survey upon enrollment.

   b. Complete trip surveys and participate in research as requested by Lead Entity.

   c. Pay project fees to use the car sharing system, as determined by Lead Entity.

ii. Ensure enrolled vehicle drivers also meet the requirements below:

   a. Possess a current driver's license.

   b. Meet minimum requirements to drive a project vehicle as required by Lead Entity and the insurance provider, to be developed in conjunction with SGC.

iii. Ensure enrolled bicyclists satisfactorily complete a bicycle safety training program (as approved by SGC).

iv. Participants become ineligible upon any of the following events:

   a. Vehicle driver or bicycle rider participant becomes ineligible per terms of insurance.

   b. Vehicle driver's license lapses or is revoked.

   c. Vehicle or bicycle rider is determined to be an unsafe or impaired driver by the Lead Entity.

   d. Participant causes damage to a vehicle, bicycle, EVSE or other project property, at the discretion of Lead Entity or SGC.

e. Non-payment of project fees to use the car sharing system, to participate in the project, or to receive subsidies, as required by the Lead Entity.

f. Non-compliance with project requirements, at the discretion of Lead Entity or SGC.

Lead Entity must develop, administer, and maintain a user-friendly vehicle reservation system; at a minimum, provide telephone-based, person-to-person reservation fulfillment.

Lead Entity must develop policies and procedures documents and flow charts that describe Lead Entity's administrative actions for evaluating and processing participants, reservations, vehicle maintenance, and data gathering and reporting.

Lead Entity must establish and maintain records of participants, vehicles, EVSE, optional electric bicycles and chargers, fuel, maintenance, and other records, as follows:

i. Identify participant data that is confidential and develop measures to keep this data confidential.

ii. Develop a systematic process and schedule to back-up participant, reservation database(s) on a daily basis at a minimum.

iii. Develop and enforce security measures to safeguard Project database(s).

iv. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.

D. Low Income Weatherization

*Single-Family Residences*

i. Single-family homes occupied by property owners are eligible for energy efficiency and Solar Photovoltaic (PV) installations. Single-family homes occupied by tenants are eligible for only energy efficiency installations.

ii. Lead Entity must have single-family property owners certify that they will not raise the rent of any property with energy efficiency and/or Solar PV installations for a period of two (2) years from the date of installation because of the increased value of the unit due solely to the installations provided (allowable factors for rent increase can include an actual increase in property taxes, actual cost of amortizing other improvements to the property accomplished after the date of work completed by the Partner and/or subcontractor, or actual increases in expenses of maintaining and operating this property). Additionally, the property owner must acknowledge and agree that the property is not for sale at the time of qualifying for the installations and will not be offered for sale or otherwise distributed or is not in foreclosure for at least sixty (60) calendar days following the completion of the installations.

iii. Household income eligibility must be established at either 80 percent of the Area Median Income (AMI), or 80 percent of the State Median Income (SMI), whichever results in a higher allowable maximum income.

iv. The following types of buildings will not be eligible for installations:

a. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;

b. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;

c. Buildings that are structurally unsound or condemned;

d. Buildings under a legal cloud or importuned by illegal activity;

e. Buildings that have been modified under LIWP, the Low-Income Home Energy Assistance Program (LIHEAP) or Department of Energy (DOE) federal programs within the past four (4) years, do not qualify for energy efficiency measures, with the exception of assessment for and installation of Solar Water Heating, and may receive Solar PV, if qualified.

v. Buildings that have received only LIWP-funded Solar PV may qualify for energy efficiency measures.

vi. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.

vii. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.

viii. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.

ix. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

*Multi-Family Residences*

i. Multi-family properties, deed restricted and/or subsidized properties must provide regulatory agreements with the applicable local agency showing compliance with the income eligibility requirements. For market rate properties, Lead Entity must require the property owner or manager not to evict or commence any eviction proceeding against any tenant(s) of any qualifying unit in the building, except for cause and subject to all legal requirements and procedures for any such eviction and/or proceeding.

ii. Lead Entity must ensure that the property owner or manager certify that the rents for the qualified low-income units will not be increased for a period of two (2) years because of the energy efficiency and/or Solar PV installations and/or major capital improvements. Lead Entity must also require the property owner or manager agree that any units which are designated as vacant as of the effective date of the installations, must be rented to or occupied by a household at an income level such that at least 66 percent of households residing at the property earn less than 80 percent AMI or 80 percent of SMI, whichever results in a higher allowable maximum income.

iii. The following types of buildings will not be eligible:

a. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;

b. Buildings with significant energy efficiency upgrades installed within the previous five (5) years, unless energy savings goals can be attained at a reasonable cost through the implementation of additional measures;

c. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;

d. Buildings that are structurally unsound or condemned;

e. Buildings likely to be sold as evidenced by position in the market and refinancing cycle;

f. Buildings under a legal cloud or importuned by illegal activity;

g. Property under single ownership, including closely held affiliates that, in the aggregate, total more than 1,000 units receiving energy efficiency and/or Solar PV installations.

h. Buildings that have previously received LIWP-funded energy efficiency measures within the past four (4) years do not qualify for additional energy efficiency measures, with the exception of assessment for and installation of the following:

I. Solar Water Heating

II. Solar PV

iv. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.

v. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.

vi. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.

vii. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

*Assessment, Certification, and Compliance Requirements for both Single- and Multi-Family Residences*

i. Lead Entity must keep records of project assessments, certifications, and compliance. Lead Entity may refer to the Department of Community Services and Development's (CSD) Low-Income Weatherization Program (LIWP) standards and forms for examples of information to collect and record retention. Information collected must include, but is not limited to:

a. Intake forms with information including, but not limited to household income, household members, eligibility, and energy service currently used;

b. Property owner consent to receive energy efficiency and/or Solar PV installations;

c. Property owner certification to comply with Single-Family Residence and Multi-Family Residence requirements outlined above;

d. Confirmation that property owner has been informed of potential hazardous materials exposure during energy efficiency and/or Solar PV installations, as such hazards are identified;

e. Documentation that a building assessment has been completed (pre-and-post project completion).

f. Property owner confirmation that proposed energy efficiency and/or Solar PV installations were received and installed properly;

g. Documentation showing why energy efficiency and/or Solar PV installations were deferred or denied, as applicable;

h. Documentation of compliance with the Department of Public Health's Renovation, Repair, and Painting Rule (RRP) (40 Code of Federal Regulations 745), as applicable;

i. Documentation of trainings taken by certified renovators (per RRP), as applicable.

*Operations and Maintenance for both Single- and Multi-Family Residences*

i. The Lead Entity is responsible for providing verbal and written instructions for each installation to the property owner describing proper operation, maintenance requirements, system components, warranty information, programming of controls, and safety considerations, as applicable. This must occur prior to project completion. All work must be in accordance with the CSD LIWP Measure Standards. SGC will provide the Grantee with a reference document.

ii. The Lead Entity must establish and maintain policies and procedures for handling complaints in accordance with the CSD LIWP Measure Standards.

   a. The policies and procedures shall be in writing and shall be provided to interested individuals upon request. Complaints may include, but are not limited to, equipment failure during the warranty period, and incorrect installation of equipment. The Lead Entity should retain records of all complaints, and how they were resolved, in the event of an audit.

*Deferral Policy for both Single- and Multi-Family Residences*

i. Conditions may exist which cannot be mitigated because corrections exceed the scope of this program or cannot be achieved in a cost-effective manner. In these instances, contractors shall install feasible measures and, as applicable, refer the property owner to other agencies/programs for additional assistance. Once conditions have been corrected, installations for which the property qualifies may be installed. Presence of any of the conditions below shall require deferral of all installation activities:

   a. Mechanical, electrical, or plumbing system is in such disrepair that failure is imminent.

   b. An environmental condition exists that endangers the occupants or contractor workers. (Example: standing water/sewage, mold, friable asbestos, etc.).

   c. Evidence of significant infestation of rodents, insects, and/or other vermin is present.

   d. Moisture conditions within the building are severe and infiltration reduction measures are not feasible.

   e. Building is condemned, is under remodeling or rehabilitation, or has structural issues.

   f. Building has unsafe air quality. (Examples: sewage, significant animal feces in the building, improperly stored chemicals, combustible materials, or other fire hazards present a danger to the occupants or workers, etc.)

   g. Building is pre-1978 construction and paint is seriously degraded and/or damaged, creating a hazardous condition with paint chips or dust.

   h. Manufactured housing registration is not current or in good standing, and a Department of Housing and Community Development permit will not be granted.

   i. Occupant has a known health condition/s that would be made worse by installation activities.

   j. Maintenance or housekeeping practices limit access of workers to the property for diagnostics or services.

   k. Property owner refusal of Combustion Appliance Safety (CAS) testing

   l. Hazardous combustion appliance conditions that cannot be remedied through repair or replacement.

   m. Property owner is uncooperative, abusive, or threatening to installation personnel.

   n. Illegal activities are taking place in the property.

ii. A contractor may need to defer some or all services when unsafe conditions require repairs or replacements that exceed the scope or funding of this program (known as a limited deferral). When this occurs, the contractor shall provide written and photographic documentation of the condition. Once conditions have been corrected, measures for which the property qualifies may be installed.

E. Water Energy

All equipment must be certified Energy Star or equivalent products.

F. Urban Greening

If the project includes habitat restoration or landscaping, the plant palette must include native, low-water, and/or drought-resistant vegetation.

Lead Entity must provide maintenance on all plants planted (including replacement) for at least three (3) years after project completion. Lead Entity must also prepare and submit to SGC a plan for the long-term care for the plants.

G. Urban and Community Forestry

The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.

Lead Entity shall cause all trees planted (including replacement) to be maintained for at least three years after project completion. Lead Entity must also prepare and submit to SGC a plan for the long-term care for the trees.

Any tree planting within the project must adhere to the CAL FIRE Guideline Specifications for Selecting, Planting, and Early Care of Young Trees ("CAL FIRE"), available at http://calfire.ca.gov/resource_mgt/downloads/CALFIRE_Nursery_Standards_and_Specs11_12.pdf. Trees requiring replacement per CAL FIRE must be made at the Lead Entity's cost.

Projects may not use synthetic fertilizer. Organic fertilizers (e.g. compost, manure) may be used.

H. Organics and Food Waste Prevention and Rescue

Projects must be located in California and result in:

i. Reductions in GHG emissions compared to existing practice of landfilling of California-generated green or food materials (for organics), or the production, processing, packaging, distribution, and landfilling of California-generated food materials (for food waste prevention and rescue); and

i. Increases in quantity (tons) of California-generated green materials, or food materials, newly diverted from landfill disposal or ADC use, and composted or digested (for organics), or increases in quantity (tons) of California-generated food materials, newly diverted from landfill and prevented or rescued from disposal (for food waste prevention and rescue).

For the purpose of this program, "newly diverted" means the tons of materials that are currently being landfilled that will instead be diverted as a result of this project.

EXHIBIT D – AHSC SPECIAL TERMS AND CONDITIONS

## 1. Purpose

This Exhibit is entered into for the purpose of reimbursing Grantee or Lead Entity, as appropriate, for the making of a loan of its own funds for the development, operation and maintenance of a residential rental Affordable Housing Development (AHD) Capital Project.

The financial assistance from the TCC Program shall be in the form of a reimbursement-based grant to Grantee, upon receipt of required documentation evidencing that Grantee or Lead Entity has made a loan of its own funds to construct a residential rental Affordable Housing Development, evidenced by a promissory note, secured by a deed of trust and subject to a regulatory agreement driven from TCC and AHSC Guidelines between the Borrower and Grantee. The purpose of the Loan is to ensure that the rental Affordable Housing Development is constructed, owned, managed, maintained and operated in accordance with the requirements of the TCC Program, and as identified in the Application, and to ensure that certain residential units therein shall be occupied by eligible households at affordable rents as defined in the TCC Guidelines and AHSC Guidelines for the full term of the Loan, regardless of sale or transfer of the Property or prepayment of the Loan. To further effect this purpose, if Borrower is an entity other than the Developer identified in the Application, SGC may require the Developer to enter into a Sponsor Operating Guaranty as a condition of closing the Loan.

## 2. Incorporated Regulations and Guidelines

The currently adopted and applicable Uniform Multifamily Regulations ("UMRs") as may be amended from time to time, all as set forth in the California Code of Regulations, Title 25, and the Multifamily Housing Program ("MHP") authorized and governed by Sections 50675 through 50675.14 of the Health and Safety Code and the regulations promulgated there under in 25 CCR 7300, *et seq.* are hereby incorporated by reference in their totality into this Agreement.

Conflicting provisions of this Grant Agreement notwithstanding, the AHSC Guidelines shall apply, except the following provisions shall supersede the AHSC Guidelines: the reimbursement provisions of this Grant Agreement; the current UMRs shall apply; Grant Agreement shall not be subject to a .42 % mandatory payment; and Grantee shall bear all Loan oversight responsibilities.

## 3. Eligible Activities and Work

i. Grantee will only receive reimbursement for Work (as herein defined) performed for eligible activities as authorized by the TCC Guidelines and AHSC Guidelines. Grantee shall ensure that all Work is performed according to the AHSC Guidelines.

ii. Grantee shall perform, or cause to be performed, the funded activities described in the Scope of Work in the Application, incorporated herein by reference, including applicable AHD Capital Projects, Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transportation-Related Amenities (TRA), Active Transportation programs, Transit Ridership programs, and criteria air pollutant programs (the "Work"). All written materials or alterations submitted as addenda to the original Application and which were approved in writing by SGC are hereby incorporated as part of the Application. SGC reserves the right to review and approve all Work to be performed by Grantee, its Borrower, Lead Entity, contractors, and subgrantees in relation to this Grant Agreement. Any proposed revision to the Work may require an amendment to this Grant Agreement.

iii. In the event the AHD Capital Project component is not completed pursuant to TCC Program requirements, the HRI, STI, TRA, Active Transportation programs, Transit Ridership programs, and criteria air pollutant programs and program costs would no longer qualify for funding under this Grant Agreement.

iv. Work for this Exhibit D shall consist of two components:

1. Making a Loan of Grantee's own funds for the development and construction by or on behalf of Sponsor of the Affordable Housing Development designated in the Application which is to be developed and constructed by the Borrower, or other developer, as provided in the Application, and meeting the criteria described in Exhibit B.

2. Developing the non-AHD components to fulfil the AHSC program requirements as defined by the AHSC Program.

v. For the purposes of performing the Work, SGC agrees to reimburse the amount(s) identified in Exhibit B. Unless amended, SGC shall not be liable for any costs for Work in excess of this amount, nor any unauthorized or ineligible costs.

2. Performance Milestones for AHD Component

Grantee shall ensure the completion of the AHD Performance Milestones set forth in Exhibit B by the designated dates. Grantee may apply to SGC for an extension of these timelines based on good cause shown and best efforts and assurances from Grantee for timely completion of the remaining Milestones. SGC may delay reimbursement if Grantee fails to timely complete the Milestones.

3. Reimbursement for AHD Component

The bimonthly invoicing provision of this Grant Agreement in Exhibit A, Part 2, Section 14 notwithstanding, Grantee shall submit reimbursement requests on an annual basis or after each 25% increment of the requested fund has been spent, whichever comes first. Reimbursement requests must include reporting on the Milestones achieved per Exhibit B.

4. Reimbursement for non-AHD Component

Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transportation-Related Amenities (TRA), Active Transportation programs, Transit Ridership programs, and criteria air pollutant programs will follow the payment schedule set for all non-AHSC CCI Projects.

5. Timing

i. Grantee shall ensure the close the construction financing approved by SGC as indicated in the Grant Agreement and commence, or cause to be commenced, the construction of the Affordable Housing Development and, upon SGC's request, timely provide evidence of same by submission of recorded deeds of trust for all construction financing (except for AHP funds), payment of all construction lender fees, issuance of building permits (a grading permit does not suffice to meet this requirement) and notice to proceed delivered to the contractor. If no construction lender is involved, and the project is receiving low-income housing tax credits, evidence must be submitted that the equity partner has been admitted to the ownership entity, and that an initial disbursement of funds has occurred.

ii. Grantee shall close its Loan to Borrower on or before five years from the grant execution day. Any extension to the Loan closing deadline will require an amendment to this Grant Agreement.

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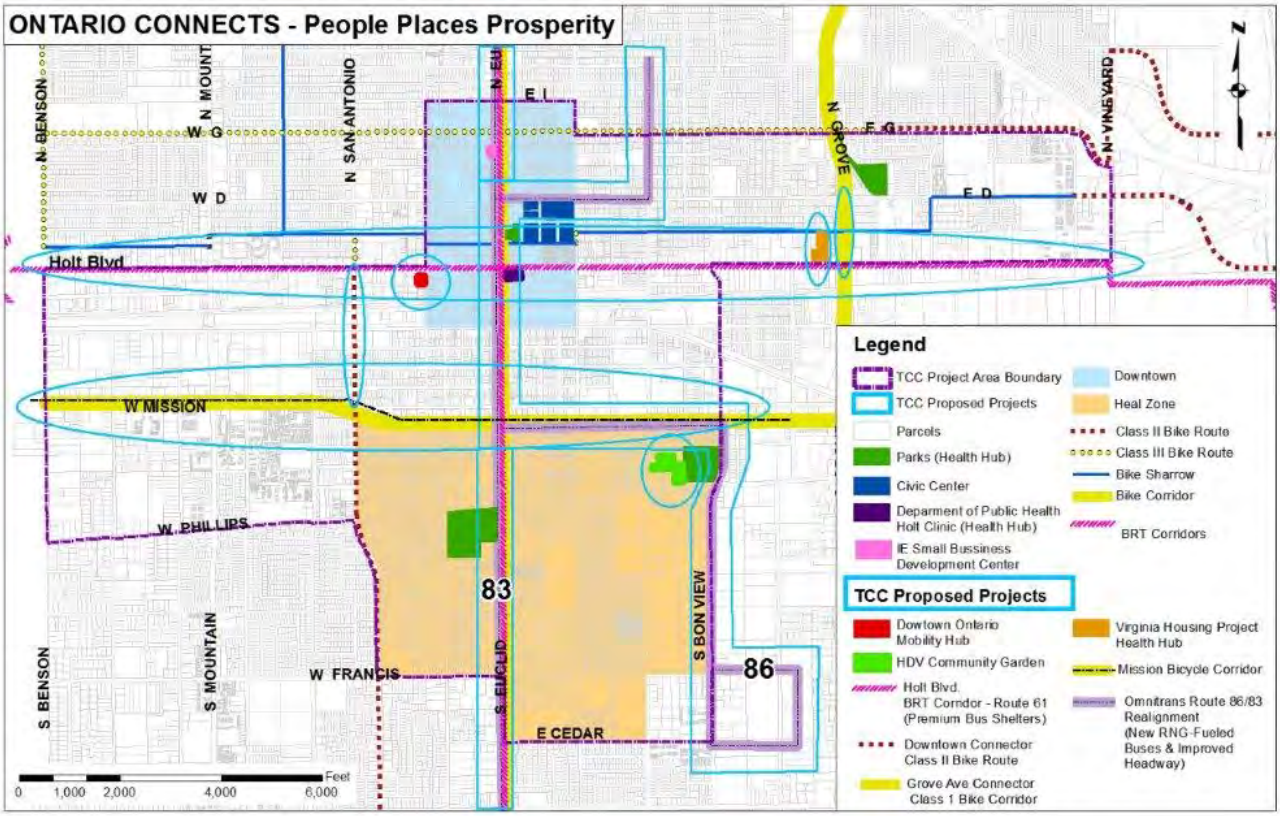
Attachment E-1: TCC Project Area Map



Attachment E-2: Invoicing and Reporting Templates

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[EACH INVOICE MUST BE PRINTED ON GRANTEE LETTERHEAD]

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
BIMONTHLY INVOICE

| | | | |
|---|---|---|---|
| Grantee: | | Grant Number: | |
| Period: [#] | Period Dates: | (Start Date) | (End Date) |
| Authorized Signatory (Name): | | (Position) | |
| By signing this I certify that work has been completed in accordance with the Grant Agreement and that the total below reflects actual costs incurred. | | | |
| Signature: | | Date: | |

| CCI Project or Transformative Plan | Grant Funds Spent [PROJECT SUBTOTAL] |
|---|---|
| CCI #1 | |
| CCI #2 | |
| CCI #3 | |
| CCI #4 | |
| CCI #5 | |
| CCI #6 | |
| CCI #7 | |
| CCI #8 | |
| CCI #9 | |
| CCI #10 | |
| CCI #11 | |
| CCI #12 | |
| CCI #13 | |
| CCI #14 | |
| CCI #15 | |
| CCI #16 | |
| CCI #17 | |
| CCI #18 | |
| Community Engagement | |
| Workforce Development | |
| SUBTOTAL for this Period | |
| TOTAL to be reimbursed this Period | |

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
BIMONTHLY INVOICE DETAIL

| | | | | |
|---|---|---|---|---|
| Grantee: | | | Grant Number: | |
| Period: [#] | | Period Dates: | (Start Date) | (End Date) |
| Project # and Name: | | Project Lead: | | |

| TASK | COST CATEGORY | AMOUNT | SUPPORTING DOCUMENTATION [PAGE NUMBER] |
|---|---|---|---|
| 1 | PERSONNEL | | |
| | SUBCONTRACTORS | | |
| | SUPPLIES/MATERIALS | | |
| | EQUIPMENT | | |
| | TRAVEL | | |
| | INDICATOR TRACKING | | |
| | OTHER DIRECT COSTS | | |
| | Subtotal | | |
| 2 | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | Subtotal | | |
| 3 | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | Subtotal | | |
| | PROJECT SUBTOTAL | | |

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
BIMONTHLY PROGRESS REPORT

| | | |
|---|---|---|
| Grantee: | | Grant Number: |
| Period #: | Reporting Period: (Start Date) to (End Date) | |
| Authorized Signatory: (Name) | (Position) | |
| By signing this I certify that work has been completed in accordance with the Grant Agreement and that the total below reflects actual costs incurred. | | |
| Signature: | | Date: |

Summarize work completed during the reporting period:

| CCI Project/CEP/WDP | | Project Lead: | |
|---|---|---|---|
| Task & Subtask | Description of Work Completed | Grant Funds Spent | Leverage Funds Spent |
| | *Please refer to specific deliverables in the Budget and Work Plan.* | | |
| | | | |
| | | | |
| | | | |
| | Total Funds Spent this Period: | | |

| Non-CCI Project/DAP | | Project Lead: |
|---|---|---|
| Task & Subtask | Description of Work Completed | Leverage Funds Spent |
| | | |
| | | |
| | | |
| | | |
| | Total Funds Spent this Period: | |

| STATUS UPDATE | | | |
|---|---|---|---|
| CCI PROJECT/CEP/WDP or NON-CCI PROJECT/DAP | On Schedule (Y/N) | Within Budget (Y/N) | Corrective Plan or Action, if needed |
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TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
ANNUAL DETAILED LEVERAGE FUNDING REPORT

| | | |
|---|---|---|
| Grantee: | | Grant Number: |
| Period #: | Reporting Period: (Start Date) to (End Date) | |
| Authorized Signatory: (Name) | (Position) | |
| By signing this I certify that the information below is accurate, that leverage funding has been spent in in accordance with the TCC Grant Agreement and that the total below reflects actual costs incurred. | | |
| Signature: | | Date: |

| Funding Source | Total Committed | CCI Project, Non-CCI Project, or Transformative Plan | Total Spent during Reporting Period |
|---|---|---|---|
| | | | |
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Attachment E-3: Reporting Schedule

| PROJECT COMPLETION PERIOD REPORTS | | | | | |
|---|---|---|---|---|---|
| REPORTING PERIOD | | BIMONTHLY PROGRESS REPORT | ANNUAL REPORTS (Progress, Leverage Funding, Equipment Inventory) | DETAILED WORK PLAN AND BUDGET | DUE DATE |
| START | END | | | | |
| November 1, 2018 | December, 2018 | X | | | January 30 2019 |
| January 1, 2019 | February 28, 2019 | X | | | March 30 2019 |
| March 1, 2019 | April 30, 2019 | X | | | May 30 2019 |
| May 1, 2019 | June 30, 2019 | X | | | July 30 2019 |
| July 1, 2019 | August 30, 2019 | X | | | September 30 2019 |
| September 1, 2019 | October 30, 2019 | X | X | X | November 30 2019 |
| November 1, 2019 | December 31, 2019 | X | | | January 30 2020 |
| January 1, 2020 | February 29, 2020 | X | | | March 30 2020 |
| March 1, 2020 | April 30, 2020 | X | | | May 30 2020 |
| May 1, 2020 | June 30, 2020 | X | | | July 30 2020 |
| July 1, 2020 | August 30, 2020 | X | | | September 30 2020 |
| September 1, 2020 | October 30, 2020 | X | X | X | November 30 2020 |
| November 1, 2020 | December 31, 2020 | X | | | January 30 2021 |
| January 1, 2021 | February 28, 2021 | X | | | March 30 2021 |
| March 1, 2021 | April 30, 2021 | X | | | May 30 2021 |
| May 1, 2021 | June 30, 2021 | X | | | July 30 2021 |
| July 1, 2021 | August 30, 2021 | X | | | September 30 2021 |
| September 1, 2021 | October 30, 2021 | X | X | X | November 30 2021 |
| November 1, 2021 | December 31, 2021 | X | | | January 30 2022 |
| January 1, 2022 | February 28, 2022 | X | | | March 30 2022 |
| March 1, 2022 | April 30, 2022 | X | | | May 30 2022 |
| May 1, 2022 | June 30, 2022 | X | | | July 30 2022 |
| July 1, 2022 | August 30, 2022 | X | | | September 30 2022 |
| September 1, 2022 | October 30, 2022 | X | X | X | November 30 2022 |
| November 1, 2022 | December 31, 2022 | X | | | January 30 2023 |
| January 1, 2023 | February 28, 2023 | X | | | March 30 2023 |
| March 1, 2023 | April 30, 2023 | X | | | May 30 2023 |
| May 1, 2023 | June 30, 2023 | X | | | July 30 2023 |
| July 1, 2023 | August 30, 2023 | X | | | September 30 2023 |
| September 1, 2023 | October 30, 2023 | N/A | X – FINAL REPORT | N/A | November 30 2023 |

| CARB and SGC INDICATOR TRACKING REPORTS | | | | |
|---|---|---|---|---|
| REPORTING PERIOD | | ANNUAL INDICATOR REPORT | INVOICE | Due Date |
| START | END | | | |
| Reporting during the Project Completion Period* | | | | |
| Grant Start Date | October 31, 2019 | X | Bi-monthly | October 30, 2019 |
| November 1, 2019 | October 31, 2020 | X | Bi-monthly | October 30, 2020 |
| November 1, 2020 | October 31, 2021 | X | Bi-monthly | October 30, 2021 |
| November 1, 2021 | October 31, 2022 | X | Bi-monthly | October 30, 2022 |
| November 1, 2022 | October 31, 2023 | X | Bi-monthly | October 30, 2023 |
| Reporting during the Performance Period if applicable | | | | |
| November 1, 2023 | October 31, 2024 | X | X | October 30, 2024 |
| November 1, 2024 | October 31, 2025 | X | X | October 30, 2025 |
| November 1, 2025 | March 1, 2026 | X | X | Feb 30, 2026 |

Attachment E-4: Indicator Tracking Tables

Indicators listed below should be reported annually and after project close out and during the performance period.

| Affordable Housing and Sustainable Communities (AHSC) | |
|---|---|
| Indicator | Data Source |
| Housing units [# constructed by size of unit]* | Project documentation<br>(e.g., design plans) |
| Affordable housing units [# constructed by size of unit]* | Project documentation<br>(e.g., design plans) |
| Trees planted [#, species, location]* | Project documentation<br>(e.g., landscaping invoices) |
| Net density [Dwelling units / acre]* | Project documentation<br>(e.g., design plans) |
| % of housing units occupied | Project documentation<br>(e.g., rental agreements) |
| % of income restricted housing units occupied | Project documentation<br>(e.g., rental agreements) |
| Installed solar photovoltaic capacity (kW) | Project documentation<br>(e.g., installation invoices) |
| Number of energy efficiency measures installed by measure type and building type | Project documentation<br>(e.g., installation invoices) |

| Project / Plan Type: Affordable Housing and Sustainable Communities (AHSC) | |
|---|---|
| Project Name: AHSC - Virginia/Holt | |
| Indicator | Data Source |
| New RNG buses purchased | Project documentation<br>(e.g., procurement records) |
| Transit departures added | Project documentation<br>(e.g., service schedules) |
| Transit stops added | Project documentation<br>(e.g., service schedules) |
| Premium bus shelters added | Project documentation<br>(e.g., installation records) |
| Standard bus shelters added | Project documentation<br>(e.g., installation records) |
| Custom bus shelters added | Project documentation<br>(e.g., installation records) |
| Real time messaging boards added | Project documentation<br>(e.g., installation records) |
| Amenities added at the mobility hub | Project documentation<br>(e.g., installation records) |
| Multi-use bike/pedestrian trails added | Project documentation<br>(e.g., project design plans) |
| Transit training programs offered<br>(by language) | Project documentation<br>(e.g., meeting agendas) |
| Transit training graduates | Project documentation<br>(e.g., sign in sheets) |

| Project / Plan Type: Displacement Avoidance Plan (DAP) | |
|---|---|
| Indicator | Data Source |
| Number of affordable units built under density bonus agreements | Project documentation (e.g., agreement paperwork) |
| Number of market rate units built under density bonus agreements | Project documentation (e.g., agreement paperwork) |
| Number of affordable units built under reduced development impact fees | Project documentation (e.g., fee waivers) |
| Number of market rate units built under reduced development impact fees | Project documentation (e.g., fee waivers) |
| Number of workshops to inform residents about affordable housing opportunities | Project documentation (e.g., agendas) |
| Number of residents engaged at workshops about affordable housing opportunities | Project documentation (e.g., sign-in sheets) |
| Number of tenant's rights education classes held | Project documentation (e.g., agendas) |
| Number of residents participating in tenant's rights education classes | Project documentation (e.g., sign-in sheets) |
| Number of foreclosure prevention events for homeowners and owners of multi-unit dwellings (MUDs) | Project documentation (e.g., agendas) |
| Number of homeowners and MUD owners who attend/participate in foreclosure prevention workshops | Project documentation (e.g., sign-in sheets) |
| Number of site visits conducted to assess the health and needs of businesses | Project documentation (e.g., assessments) |

| Project / Plan Type: Active Transportation Program (ATP) Projects | |
|---|---|
| Indicator | Data Source |
| Linear feet and location of bike lanes installed, by class | Project documentation (e.g., project design plans) |
| Linear feet and location of pedestrian pathways completed | Project documentation (e.g., project design plans) |
| Number and location of American Disabilities Act (ADA) standard ramps installed | Project documentation (e.g., project design plans) |
| Number and location of signalized intersections installed with bike detection | Project documentation (e.g., project design plans) |

| Project / Plan Type: Active Transportation Program (ATP) | |
|---|---|
| Project Name: Pedestrian Pathway Improvement and Network Connectivity Project | |
| Indicator | Data Source |
| Number of transit stops connected to new sidewalks (by transit route) | Project documentation (e.g., design plans) |
| Number of transit stops connected to new bike lanes (by transit route) | Project documentation (e.g., design plans) |
| Number of hardscaped amenities added along sidewalks (by type) | Project documentation (e.g., design plans) |
| Number of hardscaped amenities added along bike lanes (by type) | Project documentation (e.g., design plans) |
| Project Name: Mission Boulevard Bike and Pedestrian Improvements | |
| Indicator | Data Source |
| Number of transit stops connected to new sidewalks (by transit route) | Project documentation (e.g., design plans) |
| Number of transit stops connected to new bike lanes (by transit route) | Project documentation (e.g., design plans) |
| Number of hardscaped amenities added along sidewalks (by type) | Project documentation (e.g., design plans) |
| Number of hardscaped amenities added along bike lanes | Project documentation |

| | |
|---|---|
| (by type) | (e.g., design plans) |
| Trees planted[1] | Project documentation[2]<br>(e.g. landscaping invoices) |
| Square feet of other vegetation planted[3] | Project documentation<br>(e.g. design plans) |
| Square feet of permeable surfaces added[4] | Project documentation<br>(e.g. design plans) |
| Number of training activities related to tree/vegetation maintenance | Project documentation<br>(e.g. training records) |
| Number of stakeholders trained on tree/vegetation maintenance | Project documentation<br>(e.g. training records) |

[1] Not including trees that may be planted through the Urban Canopy project.

[2] Including locations of trees (X,Y coordinates) and whether the tree shades a building or not (yes/no).

[3] Not including vegetation planted through the Urban Canopy project.

[4] Not including other permeable surfaces added through the Urban Canopy project.

| Project / Plan Type: Low Carbon Transit Operations Program (LCTOP) Projects | |
|---|---|
| Indicator | Data Source |
| Free / reduced cost transit passes issued | Project documentation<br>(e.g., procurement records) |
| Number and type (make, model) of electric vehicles added to public transit fleet | Project documentation<br>(e.g., procurement records) |
| Number and type (make, model) of alternative fuel vehicles added to public transit fleet (by fuel type) | Project documentation<br>(e.g., procurement records) |
| Additional departure times added by transit route separated by transit type | Project documentation<br>(e.g., service schedules) |
| Additional stops added by transit route | Project documentation<br>(e.g., service schedules) |
| Installed solar photovoltaic capacity (kW) | Project documentation<br>(e.g., installation invoices) |
| Number and type of energy efficiency measures adopted / installed | Project documentation<br>(e.g., installation records) |

| Project / Plan Type: Low Carbon Transit Operations Program (LCTOP) | |
|---|---|
| Project Name: Transit Pass Program / Travel Training / Route 83 Expansion | |
| Indicator | Data Source |
| Number of transit training programs held (by language) | Project documentation (e.g., training agendas) |
| Number of stakeholders engaged at each transit training | Project documentation (e.g., sign in sheets) |
| Additional electric bus VMT | Project documentation (e.g., fleet mileage reports) |
| Additional revenue miles | Transit agency data on bus service |
| Additional revenue hours | Transit agency data on bus service |

| Project / Plan Type: Urban Greening (UG) Projects and Urban Community Forestry (UCF) Projects | |
|---|---|
| Indicator | Data Source |
| Trees planted [#, species, location]* | Project documentation<br>(e.g. landscaping invoices) |
| Square feet of other vegetation planted | Project documentation<br>(e.g. design plans) |
| Square feet of permeable surfaces added | Project documentation<br>(e.g. design plans) |
| Number of training activities related to tree/vegetation maintenance | Project documentation<br>(e.g. training records) |
| Number of residents trained on tree/vegetation maintenance | Project documentation<br>(e.g. training records) |

| Project / Plan Type: Urban and Community Forestry (UCF) | |
|---|---|
| Project Name: Urban Canopy | |
| Indicator | Data Source |
| Number of community events held to educate residents on how to plant trees<br>(by language) | Project documentation<br>(e.g., training agendas) |
| Number of residents invited to each community event on how to plant trees | Project documentation<br>(e.g., mailing lists) |
| Number of residents engaged at each community event on how to plant trees | Project documentation<br>(e.g., sign in sheets) |

| Project / Plan Type: Low Income Weatherization Program (LIWP) Projects | |
|---|---|
| Indicator | Data Source |
| Number of solar PV systems installed by building type | Project documentation<br>(e.g., installation invoices) |
| Installed solar photovoltaic capacity (kW) | Project documentation<br>(e.g., installation invoices) |

| | |
|---|---|
| Number of solar water heating systems installed by building type | Project documentation (e.g., installation invoices) |
| Number of fossil fuel based water heating systems replaced by type | Project documentation (e.g., installation invoices) |
| Number of energy efficiency measures installed by type of measure and building type | Project documentation (e.g., installation invoices) |
| Number of site visits to assess energy efficiency potential by building type | Project documentation (e.g. assessment paperwork) |
| Number of site visits to assess solar PV potential by building type | Project documentation (e.g. assessment paperwork) |
| Number of site visits to assess solar water heating potential by building type | Project documentation (e.g. assessment paperwork) |
| Number of individuals trained on energy efficiency measures by building type | Project documentation (e.g. training records) |
| Number of individuals trained on solar PV maintenance by building type | Project documentation (e.g. training records) |
| Number of individuals trained on solar water heating system maintenance by building type | Project documentation (e.g. training records) |

| Project / Plan Type: Low Income Weatherization Program (LIWP) | |
|---|---|
| Project Name: Ontario Shines | |
| Subtask: Multi-Family Solar PV | |
| Indicator | Data Source |
| Number of housing developments contacted | Project documentation (e.g., mailing lists) |
| Number of meetings with affordable housing developers | Project documentation (e.g., meeting minutes) |
| Number of site visits conducted | Project documentation (e.g., assessment records) |
| Number of applications received | Project documentation (e.g., application records) |
| Number of applications approved | Project documentation (e.g., application records) |

| | |
|---|---|
| Number of contracts executed | Project documentation<br>(e.g., contracting records) |
| Subtask: Single-Family Solar PV - Solar PV Systems | |
| Indicator | Data Source |
| Number of households contacted | Project documentation<br>(e.g., mailing lists) |
| Number of site visits conducted | Project documentation<br>(e.g. assessment records) |
| Number of applications received | Project documentation<br>(e.g., application records) |
| Number of applications approved | Project documentation<br>(e.g., application records) |
| Number of contracts executed | Project documentation<br>(e.g., contracting records) |
| Subtask: Single-Family Solar PV - Roof Repairs | |
| Number of households contacted | Project documentation<br>(e.g., mailing lists) |
| Number of site visits conducted | Project documentation<br>(e.g. assessment records) |
| Number of applications received | Project documentation<br>(e.g., application records) |
| Number of applications approved | Project documentation<br>(e.g., application records) |
| Number of contracts executed | Project documentation<br>(e.g., contracting records) |
| Number of roof repairs by repair type | Project documentation<br>(e.g., contractor invoices) |

| Project / Plan Type: Food Waste Prevention and Rescue Program (FWPRP) / Organics Program (OP) | |
|---|---|
| Indicator | Data Source |
| Number of new food distribution facilitates in production (by location) | Project documentation<br>(e.g., building plans) |

| | |
|---|---|
| Number of new food processing facilities in production (by location) | Project documentation<br>(e.g., building plans) |
| Number of new organics recycling facilities<br>(by location) | Project documentation<br>(e.g., building plans) |
| Number of training events on food waste prevention and rescue | Project documentation<br>(e.g., agendas) |
| Number of training events on organics recycling | Project documentation<br>(e.g., agendas) |
| Number of businesses trained in food waste prevention/rescue | Project documentation<br>(e.g., sign-in sheets) |
| Number of businesses trained in organics recycling | Project documentation<br>(e.g., sign-in sheets) |
| Number of residents trained in food waste of prevention/rescue | Project documentation<br>(e.g., sign-in sheets) |
| Number of residents trained in organics recycling | Project documentation<br>(e.g., sign-in sheets) |
| Material diverted from landfills (tons)* | Delivery documentation<br>(e.g., weight receipts from certified scales, tonnage reports from haulers) or operational logs |
| Source reduction in food waste (tons)* | Prevention tracking documentation (e.g., plate waste audit) |
| Edible food rescued and donated (short tons/year)* | Delivery documentation<br>(e.g., weight receipts from certified scales, tonnage reports from haulers) |
| Renewable transportation fuel generation (gallons)* | Metered data, sales receipts, or operational logs |
| Renewable energy generation (kWh)* | Metered data, sales receipts, or operational logs |
| Renewable energy generation (scf)* | Metered data, sales receipts, or operational logs |
| Fossil fuel based transportation fuel use reductions (gallons)* | Mileage data or fueling receipts for vehicles (by make and model) associated with the pickup and delivery of waste |
| Diverted organic material sent for compositing (short tons/year) | Delivery documentation (e.g., weight receipts from certified scales, tonnage reports from haulers) or operational logs |
| Compost produced (short tons/year) | Operations data maintained by composting facilities<br>(e.g., sales receipts) |
| Waste digested (tons) | Delivery documentation (e.g., weight receipts from certified scales, tonnage reports from haulers) or operational logs |
| Residual material landfilled or used as alternative daily cover | Delivery documentation (e.g., weight receipts from certified scales, tonnage reports from haulers) or operational logs |

| Project / Plan Type: Organics Program (OP) | |
|---|---|
| Project Name: Ontario Carbon Farm | |
| Indicator | Data Source |
| Number of households contacted about the Neighborhood Food Waste Collection Pilot | Project documentation maintained by Huerta del Valle (e.g., mailing lists) |
| Number of *households enrolled in the* Neighborhood Food Waste Collection Pilot | Project documentation maintained by Huerta del Valle (e.g., enrollment records) |
| Number of businesses contacted about the Organics Commercial Food Waste Stream Collection Pilot | Project documentation maintained by Huerta del Valle (e.g., mailing lists) |
| Number of *businesses enrolled in the* the Organics Commercial Food Waste Stream Collection Pilot | Project documentation maintained by Huerta del Valle (e.g., enrollment records) |
| Number of agricultural and food education opportunities offered (by language) | Project documentation maintained by Huerta del Valle and Inland Empire Resource Conservation District (e.g., agendas) |
| Number of participants in each agricultural and food education opportunity offered | Project documentation maintained by Huerta del Valle and Inland Empire Resource Conservation District (e.g., mailing lists) |
| Number of stakeholders invited to each agricultural and food education opportunity | Project documentation maintained by Huerta del Valle and Inland Empire Resource Conservation District (e.g., sign in sheets) |
| Vacant lots converted to green space (number and size) | Project documentation maintained City of Ontario (e.g., pre/post photos.) |
| New farmland (number and size) | Project documentation maintained by Huerta del Valle and Sierra Vista (e.g., occupancy records, sites plans, etc.) |
| Restored farmland (number and size) | Project documentation maintained by Huerta del Valle and Sierra Vista (e.g., occupancy records, sites plans, etc.) |
| New community garden plots (number and size) | Project documentation maintained by Huerta del Valle (e.g., plot membership lists, site plans, etc.) |

| Project / Plan Type: Community Engagement Plan (CEP) for a Specific Project and overarching TCC Project Area |
|---|

| Indicator | Data Source |
|---|---|
| Number of community engagement events held [by language] | ( e.g. flyers in different language, photos) |
| Number of stakeholders engaged at each event | Project documentation<br>(e.g., sign in sheets) |
| Number of stakeholders engaged through the site's social media outreach | Project documentation<br>(e.g., social media followers) |
| Number of materials distributed to stakeholders<br>(by language) | Project documentation<br>(e.g., mailing lists) |
| Total number of people directly served by TCC projects | Project documentation<br>(e.g., project level registration lists) |
| Total number of volunteers who participated in project implementation | Project documentation<br>(e.g., volunteer sign-in sheets) |
| Total number of people who provided commentary or input on the project | Project documentation<br>(e.g., meeting minutes, written comments, etc.) |

| Project / Plan Type: Community Engagement Plan (CEP) | |
|---|---|
| Subtask: Integrate Shared Equity Models Between Resident Leaders and TCC Stakeholders at Governance Level | |
| Indicator | Data Source |
| Number of meetings between residents and TCC Trustee Board (by language) | Project documentation<br>(e.g., meeting minutes) |
| Number of residents invited to each TCC Trustee Board meetings | Project documentation<br>(e.g., mailing lists) |
| Number of residents engaged at each TCC Trustee Board meeting | Project documentation<br>(e.g., sign in sheets) |
| Number of focus groups held (by language) | Project documentation<br>(e.g., meeting minutes) |
| Number of stakeholders invited to each focus group | Project documentation<br>(e.g., mailing lists) |
| Number of stakeholders engaged at each focus group | Project documentation<br>(e.g., sign in sheets) |
| Number of World Cafes held (by language) | Project documentation<br>(e.g., meeting minutes) |

| | |
|---|---|
| Number of stakeholders invited to each World Cafe | Project documentation<br>(e.g., mailing lists) |
| Number of stakeholders engaged at each World Cafes | Project documentation<br>(e.g., sign in sheets) |
| Number of additional outreach activities conducted (by type of activity and by language) | Project documentation<br>(e.g., meeting minutes) |
| Number of stakeholders invited to each additional outreach activity conducted (by type of activity) | Project documentation<br>(e.g., mailing list) |
| Number of stakeholders engaged at each additional outreach activity conducted (by type of activity) | Project documentation<br>(e.g., sign in sheets) |
| Subtask: Create Shared Equity Model | |
| Indicator | Data Source |
| Number of surveys distributed (by language) | Project documentation<br>(e.g., mailing lists) |
| Number of surveys completed (by language) | Project documentation<br>(e.g., completed surveys) |
| Number of social media posts (by language) | Social media posts<br>(e.g., tweets, status updates, etc.) |
| Number of residents reached by each social media posts | Social media traffic<br>(e.g., followers, likes, etc.) |
| Number of public workshops held (by language) | Project documentation<br>(e.g., meeting agendas) |
| Number of stakeholders invited to each public workshop | Project documentation<br>(e.g., meeting agendas) |
| Number of stakeholders engaged at each public workshop | Project documentation<br>(e.g., meeting agendas) |
| Subtask: Residents Collaborate and Transform Neighborhood | |
| Indicator | Data Source |
| Number of house meetings held (by language) | Project documentation<br>(e.g., meeting agendas) |
| Number of stakeholders invited to house meetings | Project documentation<br>(e.g., mailing lists) |
| Number of stakeholders engaged at each house meeting | Project documentation<br>(e.g., sign in sheets) |
| Number of stakeholders recruited for the street team | Project documentation |

| | |
|---|---|
| | (e.g., mailing lists) |
| Number of stakeholders trained for the street team | Project documentation<br>(e.g., training records) |
| Number of stakeholders deployed through the street team | Project documentation<br>(e.g., staffing plans) |
| Number of additional outreach activities performed by the street team (by activity type) | Project documentation<br>(e.g., fieldwork notes) |
| Number of Community Health Improvement Association (CHIA) meetings held meetings held<br>(by language) | Project documentation<br>(e.g., meeting agendas) |
| Number of stakeholders invited to CHIA meetings | Project documentation<br>(e.g., mailing lists) |
| Number of stakeholders engaged at each CHIA meeting | Project documentation<br>(e.g., sign in sheets) |
| Subtask: Integrate Business Partners + Provide Media Support | |
| Indicator | Data Source |
| Number of outreach activities to integrate business partners | Project documentation<br>(e.g., activity agendas) |
| Number of stakeholders invited to outreach activities to integrate business partners | Project documentation<br>(e.g., mailing lists) |
| Number of stakeholders engaged through each outreach activities to integrate business partners | Project documentation<br>(e.g., sign in sheets) |
| Subtask: Educate and inform TCC Area Residents (AHSC) | |
| Indicator | Data Source |
| Number of outreach events about affordable housing opportunities (by language) | Project documentation<br>(e.g., meeting agendas) |
| Number of residents invited to outreach events for affordable housing opportunities | Project documentation<br>(e.g., mailing lists) |
| Number of residents engaged at the outreach events about affordable housing opportunities | Project documentation<br>(e.g., sign in sheets) |
| Number of stakeholders who apply to affordable housing opportunities | Project documentation<br>(e.g., application records) |
| Number of stakeholders personally assisted in applying for affordable housing opportunities | Project documentation<br>(e.g., application records) |

| | |
|---|---|
| Number of stakeholders that secure one of the affordable housing opportunities | Project documentation<br>(e.g., application records) |
| Number of trainings on tenant rights and responsibilities (by language) | Project documentation<br>(e.g., training agendas) |
| Number of stakeholders invited to trainings on tenants rights and responsibilities | Project documentation<br>(e.g., mailing lists) |
| Number of stakeholders engaged at trainings on tenant rights and responsibilities | Project documentation<br>(e.g., sign in sheets) |
| Number of stakeholders invited to each transit training | Project documentation<br>(e.g., mailing list) |
| Number of bicycle ridership trainings (by language) | Project documentation<br>(e.g., training agendas) |
| Number of stakeholders invited to bicycle ridership trainings | Project documentation<br>(e.g., mailing lists) |
| Number of stakeholders engaged at bicycle ridership trainings | Project documentation<br>(e.g., sign in sheets) |
| Number of stakeholders invited to outreach events on job opportunities related to construction and operation of affordable housing units | Project documentation<br>(e.g., mailing lists) |
| Subtask: Educate and inform TCC Area Residents (LCTOP) | |
| Indicator | Data Source |
| Number of stakeholders invited to each transit training | Project documentation<br>(e.g., mailing lists) |
| Subtask: Educate and inform TCC Area Residents (Organics) | |
| Indicator | Data Source |
| Number of trainings about participation in the carbon farm, diversion of household organic waste, and utilization of compost from the carbon farm<br>(by language) | Project documentation<br>(e.g., training agendas) |
| Number of residents invited to trainings about participation in the carbon farm, diversion of household organic waste, and utilization of compost from the carbon farm | Project documentation<br>(e.g., mailing lists) |
| Number of residents engaged in trainings about participation in the carbon farm, diversion of household organic waste, and utilization of compost from the carbon farm | Project documentation<br>(e.g., sign in sheets) |
| Number of stakeholders invited to outreach meetings on career path for jobs related to the organics program | Project documentation<br>(e.g., mailing lists) |

| Subtask: Educate and inform TCC Area Residents (LIWP) | |
|---|---|
| Indicator | Data Source |
| Number of trainings related to participation in the solar program | Project documentation<br>(e.g., training agendas) |
| Number of stakeholders invited to trainings related to the solar program | Project documentation<br>(e.g., mailing lists) |
| Number of stakeholders engaged in trainings related to the solar program | Project documentation<br>(e.g., sign in sheets) |
| Number of stakeholders invited to outreach meetings on career path for jobs related to the LIWP | Project documentation<br>(e.g., mailing lists) |

| Project / Plan Type: Workforce Development Plan (WDP)) for a Specific Project and overarching TCC Project Area<br>Job Training and High-Quality Employment | |
|---|---|
| Indicator | Data Source |
| Employment Activities | |
| Number of jobs supported with TCC project funds, disaggregated by job quality and access metrics[5] | Project documentation<br>(e.g., budgets, subcontractor invoices, payroll systems, certified payroll reports) |
| Number of implemented Community Benefits Agreements (CBA) / labor agreements / community workforce provisions that focus on high-quality employment | Project documentation<br>(e.g., agreement records) |
| Job Training Activities | |
| Number of job training opportunities instituted with partner employers | Project documentation<br>(e.g., memorandums of understanding) |
| Number of resource events around training opportunities | Project documentation<br>(e.g., agendas) |
| Number of individuals engaged at resource events around job training opportunities | Project documentation<br>(e.g., sign-in sheets) |
| Number of individuals who apply for job training opportunities | Project documentation<br>(e.g., job training applications) |

[5] Final list of job quality and access metrics will be provided by UCLA / UCB in a supplemental form.

| | |
|---|---|
| Number of individuals enrolled in job training opportunities | Project documentation<br>(e.g., enrollment paperwork) |
| Number of trainees that completed job training, disaggregated by training quality and access metrics[6] | Project documentation<br>(e.g., training records) |
| Job Placement Activities | |
| Number of job placement arrangements instituted with partner employers | Project documentation<br>(e.g., memorandums of understanding) |
| Number of resource events around job placement opportunities | Project documentation<br>(e.g., agendas) |
| Number of individuals engaged at resource events around job placement opportunities | Project documentation<br>(e.g., sign-in sheets) |
| Number of individuals who apply for job placement opportunities | Project documentation<br>(e.g., job placement applications) |
| Number of job placement participants placed in employment | Project documentation<br>(e.g., placement records) |

| Project / Plan Type: Workforce Development Plan (WDP) | |
|---|---|
| Subtask: Create Workforce Development Subprogram Pertaining to Green and Healthcare Jobs for Project Area within Exiting County Workforce | |
| Indicator | Data Source |
| Number of career-opportunity encounters held at the Ontario-Montclair School District | Project documentation<br>(e.g., encounter agendas) |
| Number of scholarships awarded by award amount and intended use | Project documentation<br>(e.g., scholarship records) |
| Subtask: Create Satellite Office for Workforce Development Staff within Downtown Ontario | |
| Indicator | Data Source |
| Number residents served at temporary satellite office for workforce development | Project documentation<br>(e.g., sign in sheets) |
| Number of residents served at permanent office for workforce development | Project documentation<br>(e.g., sign in sheets) |
| Subtask: Create Permanent Workforce Development Program within Downtown Ontario | |

[6] Final list of training quality and access metrics will be provided by UCLA / UCB in a supplemental form.

| Indicator | Data Source |
|---|---|
| Number of residents served by permanent workforce development program | Project documentation<br>(e.g., sign in sheets) |

| Project / Plan Type: Displacement Avoidance Plan (DAP) | |
|---|---|
| Indicator | Data Source |
| Number of complaints received by Inland Fair Housing and mediation Board (IFHMB)<br>(by complaint type) | Project documentation<br>(e.g., intake logs) |
| Number of households served by IFHMB who were able to maintain their housing<br>(by original complaint type) | Project documentation<br>(e.g., case files) |
| Number of requests from individuals who are homeless or at-risk of homelessness received by Mercy House (by service requested) | Project documentation<br>(e.g., intake logs) |
| Number of households served by Mercy House<br>(by service delivered) | Project documentation<br>(e.g., case files) |
| Subtask: Affordable Housing Production | |
| Indicator | Data Source |
| Number of affordable housing units built at Holt Blvd. and Vine Ave.<br>(by size of unit)[7] | Project documentation<br>(e.g., occupancy permits) |
| Subtask: Inclusionary Zoning Incentives | |
| Indicator | Data Source |
| Number of stakeholders contacted about land owned by Ontario Housing Authority that could be turned into affordable housing | Project documentation<br>(e.g., mailing lists) |
| Number of stakeholders contacted about financial incentives for affordable housing development | Project documentation<br>(e.g., mailing lists) |
| Subtask: Affordable Housing Preservation | |

[7] For a definition of affordable, see Appendix A of the FY 2017-18 AHSC Program Guidelines

| Indicator | Data Source |
|---|---|
| Number of residents contacted about the Community Improvement Team Homeowner Rehabilitation Loan Program | Project documentation (e.g., mailing lists) |
| Number of applications for the Community Improvement Team Homeowner Rehabilitation Loan Program | Project documentation (e.g., loan applications) |
| Number of Community Improvement Team Homeowner Rehabilitation Loans awarded | Project documentation (e.g., loan paperwork) |
| Number of applications for the Community Improvement Homeowner Rehabilitation Emergency Grant Program | Project documentation (e.g., grant applications) |
| Number of Community Improvement Homeowner Rehabilitation EMergency Grant Program | Project documentation (e.g., grant disbursement) |
| Number of rent reductions approved in mobile home parks that are participating in the Jack Galvin Mobile Home Park Accord | Project documentation (e.g., request records) |
| Subtask: Tenants Rights Education | |
| Indicator | Data Source |
| Number of vulnerability assessments conducted | Project documentation (e.g., assessment reports) |
| Subtask: Development of No-Cost and Low-Cost Business Development and Retention Programs with Established Local, State, and Federal Partners | |
| Indicator | Data Source |
| Number of small businesses contacted about Ontario Strike Team Assistance | Project documentation (e.g., mailing lists) |
| Number of small businesses engaged through the Ontario Strike Team Assistance | Project documentation (e.g., meeting notes) |
| Subtask: Increased Visibility of Jurisdiction's Small Business Assistance Program | |
| Indicator | Data Source |
| Number of site visits conducted to assess the health and needs of businesses | Project documentation (e.g., assessment reports) |
| Number of surveys conducted to assess the health and needs of businesses | Project documentation (e.g., meeting notes) |

Project / Plan Type: Leveraged Project

| Project Name: Small Business Support Program | |
|---|---|
| Indicator | Data Source |
| Increase in businesses located in TCC project area | Business license data<br>(e.g., licensing records) |
| Subtask: Establish Business Creation/Retention Program in Project Area | |
| Indicator | Data Source |
| Number of businesses contacted through outreach activities for the business creation/retention program | Project documentation<br>(e.g., mailing lists) |
| Number of businesses engaged through outreach activities for the business creation/retention program | Project documentation<br>(e.g., meeting records) |
| Subtask: Operational Business Incubator Space in Project Area | |
| Indicator | Data Source |
| Number of entrepreneurs/ businesses enrolled in the incubator program | Project documentation<br>(e.g., enrollment records) |
| Number of entrepreneurs/ businesses completing the incubator program | Project documentation<br>(e.g., completion certificates) |
| Subtask: Operational Maker Space in Project Area | |
| Indicator | Data Source |
| Number of entrepreneurs/ businesses enrolled in the Maker Space program | Project documentation<br>(e.g., enrollment records) |
| Equipment purchased for the Maker Space<br>(number of pieces of equipment purchased by type) | Project documentation<br>(e.g., enrollment records) |

| Project / Plan Type: Leveraged Project | |
|---|---|
| Project Name: Healthy Ontario Initiative | |
| Subtask: Outreach and Health Education Community Engagement Team | |
| Indicator | Data Source |
| Number of residents engaged through the Network Weaver | Project documentation<br>(e.g., field notes) |

| | |
|---|---|
| Number of residents engaged through the Community Health Worker Team | Project documentation (e.g., field notes) |
| Number of residents engaged through the Team of Health Coaches | Project documentation (e.g., field notes) |
| Subtask: Marketing, Promotional, and Meeting and Media Collateral | |
| Indicator | Data Source |
| Number of Healthy Ontario Meetings held (by language) | Project documentation (e.g., meeting agendas) |
| Number of residents invited to Healthy Ontario Meetings | Project documentation (e.g., mailing lists) |
| Number of residents engaged at Healthy Ontario Meetings | Project documentation (e.g., sign in sheets) |
| Subtask: Media, Communication Strategies & Evaluation | |
| Indicator | Data Source |
| Number of people contacted with strategic TCC communications | Project documentation (e.g., mailing lists) |
| Subtask: Healthy Food Access | |
| Indicator | Data Source |
| Number of new cold storage facilities added for healthy food access | Project documentation (e.g., equipment invoices) |
| Number of food access educational events held (by language) | Project documentation (e.g., meeting agendas) |
| Number of residents invited to food access educational events | Project documentation (e.g., mailing lists) |
| Number of residents engaged at food access educational events | Project documentation (e.g., sign in sheets) |
| Number of residents invited to participate in the community supported agriculture project | Project documentation (e.g., mailing lists) |
| Number of residents participating in community supported agriculture project | Project documentation (e.g., member lists) |

Attachment E-5: Authorized Signatory Template

# AUTHORIZED SIGNATORY FORM

I hereby verify that I am an authorized Grantee representative and signatory and as such can sign and/or delegate authorization to sign and bind the Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

---

Grantee Authorized Signatory:

Name: _____ Title: _____
*(Type or Print Name)*

Signature: _____ Date: _____

---

Delegated Authorized Signatories:

1. Name: _____ Title: _____
*(Type or Print Name)*

Signature: _____ Date: _____

Document(s) Authorized to sign: ☐ All Grant Related Documents *or* ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☐ Reports
☐ Invoices ☐ Other _____

---

2. Name: _____ Title: _____
*(Type or Print Name)*

Signature: _____ Date: _____

Document(s) Authorized to sign: ☐ All Grant Related Documents *or* ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☐ Reports
☐ Invoices ☐ Other _____

Attachment E-6: Project Representatives

Direct all programmatic inquiries to:

| | |
|---|---|
| **State Agency:**<br>Office of Planning and Research / Strategic Growth Council | **Grantee:**<br>City of Ontario |
| **Grant Manager**:<br>Saharanaz Mirzazad, TCC Grant Manager | **Grant Manager**: |
| **Address:**<br>1400 Tenth Street<br>Sacramento, CA 95814 | **Address:** |
| **Phone:** (916) 322-3932 | **Phone:** |
| **Email:** saharnaz.mirzazad@sgc.ca.gov | **Email:** |

Direct all contracting inquiries to:

| | |
|---|---|
| **Contact Officer:**<br>Blake A. Deering, Senior Contracts Manager | **Contract Officer:** |
| **Address:** 1400 Tenth Street<br>Sacramento, CA 95814 | **Address:** |
| **Phone:** (916) 322-3714 | **Phone:** |
| **Email:** blake.deering@sgc.ca.gov | **Email:** |

Direct all financial inquiries to:

| | |
|---|---|
| **Finance Contact:**<br>Susan McAuliffe, Business Services Officer | **Finance Contact:** |
| **Address:** 1400 Tenth Street<br>Sacramento, CA 95814 | **Address:** |
| **Phone:** (916) 445-9712 | **Phone:** |
| **Email:** susan.mcauliffe@opr.ca.gov | **Email:** |

Direct all administrative inquiries to:

| | |
|---|---|
| **Administrative Contact:**<br>Kevin Peth, Senior Administrator | **Administrative Contact:** |
| **Address:** 1400 Tenth Street<br>Sacramento, CA 95814 | **Address:** |
| **Phone:** (916) 324-6665 | **Phone:** |
| **Email:** kevin.peth@sgc.ca.gov | **Email:** |

Attachment E-7: Payee Data Record STD 204 Form

This page was intentionally left blank. See the following page(s).

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

# PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

**1**

**INSTRUCTIONS:** Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this **fully completed** form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement.

**NOTE:** Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.

**2**

**BUSINESS NAME** *(As shown on your income tax return)*

**SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL** *(Name as shown on SSN or ITIN) Last, First, MI*

**E-MAIL ADDRESS**

**MAILING ADDRESS**

**BUSINESS ADDRESS**

| CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE |
|---|---|---|---|---|---|
| | | | | | |

**3**

**PAYEE ENTITY TYPE**

**CHECK ONE BOX ONLY**

**ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):** ___ - _____

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

**CORPORATION:**

◯ **MEDICAL** *(e.g., dentistry, psychotherapy, chiropractic, etc.)*

◯ **LEGAL** *(e.g., attorney services)*

◯ **EXEMPT** *(nonprofit)*

◯ **ALL OTHERS**

☐ **SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC** *(Disregarded Entity)*

**ENTER SSN OR ITIN:** ___ - __ - ____

*Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661)*

**NOTE:** Payment will not be processed without an accompanying taxpayer identification number.

**4**

**PAYEE RESIDENCY STATUS**

☐ **CALIFORNIA RESIDENT** - Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NON RESIDENT** *(see next page for more information)* - Payments to nonresidents for services may be subject to state income tax withholding.

◯ No services performed in California.

◯ Copy of Franchise Tax Board waiver of state withholding attached.

**5**

**I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.**

| AUTHORIZED PAYEE REPRESENTATIVE'S NAME *(Type or Print)* | TITLE | TELEPHONE *(include area code)* |
|---|---|---|
| | | |

| SIGNATURE | DATE | E-MAIL ADDRESS |
|---|---|---|
| | | |

**6**

**Please return completed form to:**

| DEPARTMENT/OFFICE | UNIT/SECTION |
|---|---|
| Office of Planning and Research | Strategic Growth Council |

| MAILING ADDRESS | TELEPHONE *(include area code)* | FAX |
|---|---|---|
| P.O. Box 3044 | 916-322-3714 | n/a |

| CITY | STATE | ZIP CODE | E-MAIL ADDRESS |
|---|---|---|---|
| Sacramento | CA | 95814-3044 | Contracts@sgc.ca.gov |

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

# PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

| | |
|---|---|
| **1** | **Requirement to Complete the Payee Data Record, STD 204**<br>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.<br>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC). |
| **2** | Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN.<br>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location. |
| **3** | Check only **one** box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.<br>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.<br>Payees must provide **one** of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corportations) will enter their FEIN. |
| **4** | **Are you a California resident or nonresident?**<br>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.<br>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.<br>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.<br>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.<br>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:<br>Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov<br>For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov |
| **5** | Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed. |
| **6** | This section must be completed by the state agency requesting the STD 204. |

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Attachment E-8: Contractor Certification Clauses

This page was intentionally left blank. See the following page(s).

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

| | |
|---|---|
| *Grantee/Bidder Firm Name (Printed)* | *Federal ID Number* |
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* | |
| *Date Executed* | *Executed in the County of* |

## GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. GRANTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the grant equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any grant period of less than a full year or 10% of its grant with the State.

Failure to make a good faith effort may be cause for non-renewal of a state grant for legal services, and may be taken into account when determining the award of future grants with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to enter into a grant agreement with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the grant have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or

the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For grants of $100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For grants of $100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a grant in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the grant while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a grant with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed grant within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate grantee performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all grantees that are not another state agency or other governmental entity.

Attachment E-9: Memorandum of Understanding

This page was intentionally left blank. See the following page(s).

**CONTRACT AGREEMENT**

between

| | |
|---|---|
| CONTRACTOR<br>Finishmaster, Inc.<br>115 W. Washington Street, Suite #700 South<br>Indianapolis, IN 46204<br><br>(hereinafter "CONTRACTOR")<br>Telephone: (909) 520-2440<br>Email: sanchezj@finishmaster.com<br><br>Remit Address<br>4024 Burgess Way<br>Riverside, CA 92501 | **CONTRACT DOCUMENTS**<br><br>**CONTRACT NO. MNT19-42A**<br><br>**<u>Paint and Body Shop Supplies</u>** |
| And | Contract Amount: $10,000.00 |
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>(hereinafter "OMNITRANS") | <u>Omnitrans Project Manager</u>:<br>Name: Victoria Chesney<br>Title: Maintenance Supervisor<br>Telephone: (909) 379-7184<br>Email: Victoria.Chesney@omnitrans.org<br><br><u>Contract Administrator</u>:<br>Name: Angelica Jara<br>Title: Contracts Review Analyst<br>Telephone: (909) 379-7246<br>Email: angelica.jara@omnitrans.org |

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ATTACHMENT A – SCOPE OF WORK

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This Agreement is made and entered into as of this 19 day of July 2019, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Finishmaster, Inc. (hereinafter referred to as "CONTRACTOR").

## RECITALS

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

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

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

## 1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

## 2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through July 18, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from July 19, 2021 through July 18, 2024, which period encompasses the Initial Term and the Option Year One, Option Year Two, and Option Year Three.

## 3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

## 4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Ten Thousand Dollars ($ 10,000.00), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

## 5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

Accountspayable@omnitrans.org
Contracts@omnitrans.org

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

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

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

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

C. TITLE

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

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

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

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

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

## 6. AUDIT AND INSPECTION OF RECORDS

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

## 7. NOTIFICATION

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

| To OMNITRANS: | To CONTRACTOR: |
|---|---|
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>Attn: Angelica Jara<br>Contract Review Analyst | Finishmaster, Inc.<br>4024 Burgess Way<br>Riverside, CA 92501<br>Attn: Joel Sanchez<br>Project Manager |

## 8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

### A. OMNITRANS' Project Manager

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

Project Manager: Victoria Chesney, Maintenance Supervisor

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

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

   1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

   2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

   3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

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

| Name | Role |
|---|---|
| Joel Sanchez | Project Manager |
| | |
| | |

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

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

## 9. DISPUTE RESOLUTION

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

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

## 10. TERMINATION FOR CONVENIENCE

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

## 11. TERMINATION FOR BREACH OF AGREEMENT

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

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. ASSIGNMENT

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

## 13. SUBCONTRACTING

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

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

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

## 14. INDEPENDENT CONTRACTOR

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

## 15. INSURANCE

### A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

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

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

2) **Deductibles or Self-Insured Retention (SIR)**

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

3) **Other Insurance Provisions**

   **a. Commercial General Liability and Automobile Liability**

   Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name <u>Omnitrans, its officers, officials, employees, agents and volunteers</u> as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or

used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

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

**b. Workers' Compensation**

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

**c. Care, Custody, and Control**

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

4) **Acceptability of Insurers**

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

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

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

7) **Notification of Terminated Insurance**

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

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured*.

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured*.

10) ☒ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## 16. INDEMNITY

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

## 17. REVISIONS IN SCOPE OF WORK

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

## 18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## 19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

## 20. OWNERSHIP RIGHTS

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

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

## 21. WORK FOR HIRE

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

## 22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

## 23. EQUAL OPPORTUNITY

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

## 24. STANDARD OF PERFORMANCE

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

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

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

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

## 26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

## 27. COMPLIANCE WITH LAW

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

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

## 28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## 29. PUBLIC RECORDS ACT

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

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## 30. WAIVER/INVALIDITY

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

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

## 31. FORCE MAJEURE

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

## 32. CONFIDENTIALITY

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

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

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

## 34. GOVERNING LAW

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

## 35. MODIFICATIONS TO AGREEMENT

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

## 36. LICENSING, PERMITS AND INSPECTION COSTS

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

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

## 37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFQ-MNT19-42R and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated April 25, 2019 and its Appendices, Exhibits, Attachments.

## 38. ENTIRE AGREEMENT

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

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

| OMNITRANS | Finishmaster, Inc. |
|---|---|
| _____ | _____ |
| P. Scott Graham<br>CEO/General Manager | Matthew VonGunten<br>Controller |
| _____ | _____ |
| Date | Date |
| | Federal Tax I.D. No. 38-2252096 |

CM _____

# EXHIBIT 1
# MNT19-42A
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **PAINT, SEALER, PRIMER, COATING, CLEANER** | | | | | |
| 1 | PRIMER | 1 | GALLON | 12 | CROMAX | |
| 2 | PRIMER SURFACE - GRAY | 1 | GALLON | 12 | CROMAX | LE3004S |
| 3 | BASE COAT - RED | 1 | GALLON | 3 | CROMAX PRO | 0200CP - PANTONE 187C |
| 4 | BASE COAT - SILVER | 1 | GALLON | 6 | CROMAX PRO | WBC0201 CP4 - PANTONE PRO VOC-LE AP 0.9 |
| 5 | BASE COAT - BLUE (sbX) | 1 | GALLON | 3 | CROMAX PRO | L1750CP - PANTONE 286C |
| 6 | BASE COAT - BLUE | 1 | GALLON | 3 | CROMAX PRO | BS538 CP1 - PANTONE 660C |
| 7 | BASE COAT - GREEN | 1 | GALLON | 12 | CROMAX PRO | M4967 CP3 EF - PANTONE 369C |
| 8 | BASE COAT - WHITE | 1 | GALLON | 10 | CROMAX PRO | WBC 493703 CP3 - DUPONT 830652 EF L0007 |
| 9 | CLEAR COAT - NON-STOP | 1 | GALLON | 20 | CROMAX PRO | LE5600S |
| 10 | ACTIVATOR | 1 | GALLON | 5 | CROMAX PRO | WB 2075 |
| 11 | REDUCER - MID TEMP | 1 | GALLON | 5 | CROMAX PRO | LE3075S |
| 12 | ACTIVATOR - HIGH TEMP 90F + | 1 | GALLON | 5 | CROMAX PRO | LE5605S |
| 13 | REDUCER | 1 | GALLON | 5 | CROMAX PRO | LE5675S |
| 14 | CONTROLLER - STANDARD | 1 | GALLON | 5 | CROMAX PRO | WB 2040 |
| | **PAINT SUPPLIES** | | | | | |
| 15 | STANDARD KIT - LIDS | 25 | PKG | 10 | 3M | 16000 |
| 16 | PPS/LINER - PAINT GUN LINER | 25 | BOX | 10 | 3M | 16301 |
| 17 | 4" PLASTIC SPREADER | 1 | EACH | 25 | NO PREF | GLE1204 |
| 18 | 32OZ MIXING CUPS | 100 | BOX | 50 | NO PREF | GLE932 |
| 19 | BLUE BLEAD PREP TACK | 12 | BOX | 10 | NO PREF | GSN20008C |
| 20 | AEROSOL GUN CLEANER, 15 OZ | 1 | EACH | 40 | KLEEN STRIP | KLEENGC11131 |
| 21 | 3 - 9/16" ACID BRUSH | 1 | EACH | 50 | NO PREF | MAC7-3/EA |
| 22 | (SINGLE) OXFORD BRUSH | 1 | EACH | 50 | NO PREF | MACB100 |
| 23 | 20 X 25 ECO OVERSPRAY ARRESTOR, (40 PER CASE) | 50 | CASE | 5 | PAINT POCKETS | PPG-020-025-040 |
| | **GRINDING, SANDING, CUTTING, POLISHING** | | | | | |
| 24 | 5" FIBER DISC, 36 GRIT SANDPAPER | 20 | PKG | 10 | NO PREF | N/A |
| 25 | 5" FIBER DISC, 24 GRIT SANDPAPER | 20 | PKG | 10 | NO PREF | N/A |
| 26 | 2" 36 GRIT GREEN CORPS | 25 | BOX | 10 | 3M | 1397 |
| 27 | 2" 24 GRIT GREEN CORPS ABRASIVE DISC | 25 | BOX | 10 | 3M | 1398 |
| 28 | P80 GRIT 8' STIKIT DISC | 25 | BOX | 10 | 3M | 1549 |
| 29 | P80 GRIT 2-3/4" X16" | 50 | PKG | 10 | 3M | 1791 |
| 30 | P400 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1811 |
| 31 | P320 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1812 |
| 32 | P220 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1815 |
| 33 | P150 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1817 |
| 34 | P80 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1820 |
| 35 | P80 GRIT IMPERIAL HOOK & LOOP | 40 | BOX | 10 | 3M | 1850 |
| 36 | P36 GRIT IMPERIAL HOOK & LOOP | 40 | BOX | 10 | 3M | 1853 |
| 37 | 36 GRIT 5" X 7/8" FIBRE DISC | 1 | EACH | 100 | 3M | 1914 |
| 38 | 24 GRIT 5" X 7/8" FIBRE DISC | 1 | EACH | 100 | 3M | 1915 |
| 39 | 3 X 1/32 X 3/8 CUT OFF | 1 | EACH | 100 | 3M | 1989 |
| 40 | P80 GRIT 2-3/4" X 17-1/2" | 25 | BOX | 10 | 3M | 2220 |
| 41 | P80 GRIT 2-3/4" X 16" | 25 | BOX | 10 | 3M | 2702 |
| 42 | 2-3/4 X 5" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5207 |
| 43 | 2-3/4" X 7"-1/2" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5208 |

# EXHIBIT 1
# MNT19-42A
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **GRINDING, SANDING, CUTTING, POLISHING** | | | | | |
| 44 | 2-3/4" X 16" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5209 |
| 45 | 8" HOOKIT FOAM | 1 | EACH | 10 | 3M | 5723 |
| 46 | 8" FOAM POLISHING PAD | 1 | EACH | 10 | 3M | 5725 |
| 47 | 2-3/4" X 5" HOOKIT SOFT | 1 | EACH | 10 | 3M | 5742 |
| 48 | 8" HOOKIT DISC PAD D/F | 1 | EACH | 10 | 3M | 5781 |
| 49 | 36 GRIT 2-3/4" X 16" HOOKIT | 1 | EACH | 10 | 3M | |
| 50 | SCRATCHPADS GENERAL | 10 | PKG | 25 | SCOTCH-BRITE | 403R56 |
| 51 | SCRATCHPADS ULTRA FINE | 1 | EACH | 50 | SCOTCH-BRITE | 7448 |
| 52 | 6" SANDING DISC | 1 | EACH | 50 | SCOTCH-BRITE | 7467 |
| 53 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 54 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 55 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 56 | 6" DA SANDING DISC | 50 | BOX | 10 | 3M | |
| 57 | 6" DA SANDING DISC | 50 | BOX | 10 | 3M | |
| 58 | 6" DA SANDING DISC P1500 GRIT CLEAR COAT- FOAM BACKED | 100 | ROLL | 40 | 3M | 02088 |
| 59 | 6" DA SANDING DISC P3000 GRIT - FOAM BACKED | 100 | ROLL | 40 | 3M | 02085 |
| 60 | 9" X 11" WET/DRY SANDPAPER P400 GRIT | 250 | PKG | 5 | 3M | |
| 61 | 9" X 11" WET/DRY SANDPAPER P600 GRIT | 100 | PKG | 10 | 3M | |
| | **GENERAL SUPPLIES** | | | | | |
| 62 | BLACK/ BED LINER KIT | 1 | EACH | 3 | RAPTOR | UPO825 |
| 63 | 1/2" X 20 YD AUTOMOTIVE ATTACHMENT TAPE | 1 | EACH | 5 | 3M | 6380 |
| 64 | 1/2"X 20 YD AUTOMOTIVE ACRYLIC TAPE | 1 | EACH | 5 | 3M | 6382 |
| 65 | 1/4" X 20 YD ACRYLIC TAPE | 1 | EACH | 5 | 3M | 6386 |
| 66 | FLEXIBLE BUMPER COATER - LOW VOC | 1 | QUART | 5 | 3M | |
| 67 | HOOL AND LOOP FASTENER 12" X 1" CINCH STRAP | 10 | PKG | 5 | 3M | 6480 |
| 68 | 18" BLACK SLIP RESISTANT TAPE | 1 | EACH | 15 | 3M | 19299 |
| 69 | 2" CHIP BRUSH | 36 | BOX | 2 | | |
| 70 | AUTOMOTIVE PAINT MASKING TAPE 18MM | 1 | EACH | 50 | 3M SCOTCH | |
| 71 | AUTOMOTIVE PAINT MASKING TAPE 36MM | 1 | EACH | 50 | 3M SCOTCH | 26338 |
| 72 | RECLOSABLE FASTENING TAPE - TRANSLUCENT | 1 | EACH | 15 | 3M | 6463 |
| 73 | 1/4" PRECISION MASKING TAPE | 1 | EACH | 15 | 3M | 06525 |
| 74 | 1/4" BLUE MASKING TAPE | 1 | EACH | 15 | 3M SCOTCH | 6405 |
| 75 | AUTOMOTIVE PAINTING MASKING PAPER, 6" X 750' | 1 | EACH | 15 | 3M | 06706 |
| 76 | AUTOMOTIVE PAINTING MASKING PAPER, 12" X 750' | 1 | EACH | 15 | 3M | 06538 |
| 77 | AUTOMOTIVE PAINTING MASKING PAPER, 18" X 750' | 1 | EACH | 15 | 3M | 06539 |
| 78 | AUTOMOTIVE PAINTING MASKING PAPER, 36" X 750' | 1 | EACH | 15 | 3M | 6540 |
| 79 | ATTACHMENT TAPE, 7/8" X 20 YARDS | 1 | ROLL | 5 | 3M | |
| 80 | PAINT STRAINERS, FINE 190 MICRON FILTER TIPS NYLON MESH | 50 | PACK | 2 | TCP GLOBAL | PS-190B-50PK |
| 81 | PROTECTIVE PAINT OVERSPRAY SHEETING 20' x 250' | 1 | EACH | 3 | 3M | 06728 |
| 82 | WOOD PAINT PADDLES, 12"l x 1"w | 25 | BOX | 25 | CUSTOM SHOP | KUS MIX12-25 |
| 83 | SINGLE EDGE RAZOR BLADES | 100 | PKG | 10 | OEMTOOLS | 25181 |
| 84 | SHEET - MARINE PLYWOOD A-B-EXT APA 24" X 48" | 1 | EACH | 5 | NO PREF | N/A |
| 85 | APPLICATION SQUEEGEE - ORANGE | 1 | EACH | 24 | 3M SCOTCH | 71607 |
| 86 | APPLICATION SQUEEGEE - BLUE - 5 PACK | 1 | EACH | 24 | 3M SCOTCH | 71601 |

# EXHIBIT 1
# MNT19-42A
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **FILLERS, ADHESIVES, COMPOUNDS** | | | | | |
| 87 | AUTO GLASS URETHANE WINDSHIELD ADHESIVE | 1 | EACH | 25 | 3M | 8693 |
| 88 | STATIC MIXING NOZZLE 400ML - 6/BAG | 6 | PACK | 6 | 3M | 08193/ 08194 |
| 89 | STATIC MIXING NOZZLE 200ML - 6/BAG | 6 | PACK | 6 | 3M | 08193/ 08194 |
| 90 | RUBBING COMPOUND - SUPER DUTY | 1 | QUART | 5 | 3M | 5954 |
| 91 | RUBBING COMPOUND | 1 | QUART | 5 | 3M | 36060 |
| 92 | PLASTIC ADHESIVE WITH APPLICATOR AND NOZZLES | 1 | EACH | 24 | 3M | 4247 |
| 93 | SUPER FAST PLASTIC ADHESIVE + APPLICATOR/NOZZLES | 1 | EACH | 24 | 3M | 4747 |
| 94 | UNDERCOAT, 15OZ | 1 | EACH | 5 | 3M | 8882 |
| 95 | ADHESIVE REMOVER, 16OZ | 1 | EACH | 5 | 3M | 03618 |
| 96 | ALL METAL BODY FILLER REPAIR COMPOUND | 1 | QUART | 5 | EVERCOAT | 14060 |
| 97 | BODY FILLER | 1 | GALLON | 5 | 3M | 01131 |
| 98 | BONDO SPREADER, 5 INCH | 1 | EACH | 25 | NO PREF | N/A |
| 99 | FIBERGLASS CLOTH, 8' | 1 | EACH | 10 | NO PREF | N/A |
| 100 | FIBERGLASS MAT, 8' | 1 | EACH | 15 | 3M | 05837 |
| 101 | FIBERGLASS RESIN | 1 | GALLON | 5 | EVERCOAT | 100865 |
| 102 | LONG STRAND FIBERGLASS FILLER | 1 | GALLON | 5 | EVERCOAT | FGE 869 |
| 103 | SHORT STRAND FIBERGLASS FILLER | 1 | GALLON | 5 | EVERCOAT | FGE 622 |
| 104 | EPOXY PLASTIC REPAIR - MULTI PURPOSE, 6.75OZ | 1 | EACH | 15 | 3M | 05887 |
| 105 | URETHANE PLASTIC REPAIR - SEMI RIGID, 6.75OZ | 1 | EACH | 15 | 3M | 04240 |
| 106 | EPOXY BASED ADHESIVE/FILLER, 6.75OZ | 1 | EACH | 15 | 3M | 05885 |
| 107 | STRUCTURAL GUAZE REINFORCEMENT PATCH, 5" X 12' | 1 | ROLL | 10 | 3M | 04904 |
| 108 | WHITE ADHESIVE SEALANT | 1 | EACH | 30 | SIKAFLEX | SIKAFLEX 221 |
| 109 | BLACK ADHESIVE SEALANT | 1 | EACH | 30 | SIKAFLEX | SIKAFLEX 221 |
| 110 | WINDOW URETHANE ADHESIVE, 10.5OZ CARTRIDGE | 1 | EACH | 24 | 3M | 8609 |
| 111 | SUPER TRIM ADHESIVE, 19OZ AERESOL | 1 | EACH | 24 | | |

****Quantities listed are based on Omnitrans' past usage.**
**There is no guarantee of usage and orders shall be based on Omnitrans' needs.**

# ATTACHMENT C - PRICING
# MNT19-42A
# PAINT AND BODY SHOP SUPPLIES

Award pricing shall remain fixed for the Base Year Period (Base Years 1-2). Thereafter, pricing may be adjusted annually using the change (Increase or Decrease) of Consumer Price Index (CPI)

| SECTION 1 | | | | | | |
|---|---|---|---|---|---|---|
| **Item Num** | **Description** | **Min Order** | **Max Order** | **Unit of Measure** | **Price Per Unit** | **Comment** |
| 15 | STANDARD KIT - LIDS | 1 | 5 | CASE | $110.35 | Case Contains 50/lids & liners |
| 16 | PPS/LINER - PAINT GUN LINER | 1 | 5 | CASE | $110.35 | Case Contains 50/lids & liners |
| 19 | BLUE BLEAD PREP TACK | 1 | 120 | EACH | $0.56 | |
| 20 | AEROSOL GUN CLEANER | 1 | 40 | EACH | $5.26 | |
| 21 | 3 - 9/16" ACID BRUSH | 1 | 50 | EACH | $0.27 | |
| 22 | (SINGLE) OXFORD BRUSH | 1 | 1 | PACK | $56.53 | 144 per Pack |
| 23 | 20 X 25 ECO OVERSPRAY ARRESTOR, | 1 | 250 | EACH | $1.27 | Per Filter Price; 50 per Box |
| 26 | 2" 36 GRIT GREEN CORPS | 1 | 10 | BOX | $33.08 | 25 Disc per Box |
| 27 | 2" 24 GRIT GREEN CORPS ABRASIVE DISC | 1 | 10 | BOX | $34.89 | 25 Disc per Box |
| 28 | P80 GRIT 8' STIKIT DISC | 1 | 5 | BOX | $102.42 | 50 per Box |
| 29 | P80 GRIT 2-3/4" X16" | 1 | 20 | BOX | $27.73 | 25 Sheets per Box |
| 30 | P400 GRIT CLEAN SANDING | 1 | 10 | BOX | $41.12 | 50 Sheets per Box |
| 31 | P320 GRIT CLEAN SANDING | 1 | 10 | BOX | $39.93 | 50 Sheets per Box |
| 32 | P220 GRIT CLEAN SANDING | 1 | 10 | BOX | $39.19 | 50 Sheets per Box |
| 33 | P150 GRIT CLEAN SANDING | 1 | 10 | BOX | $39.40 | 50 Sheets per Box |
| 34 | P80 GRIT CLEAN SANDING | 1 | 10 | BOX | $46.02 | 50 per Box |
| 35 | P80 GRIT IMPERIAL HOOK & LOOP | 1 | 16 | BOX | $73.69 | 25 per Box |
| 37 | 36 GRIT 5" X 7/8" FIBRE DISC | 1 | 5 | PACK | $77.65 | 20 per Pack |
| 38 | 24 GRIT 5" X 7/8" FIBRE DISC | 1 | 5 | PACK | $79.32 | 20 per Pack |
| 39 | 3 X 1/32 X 3/8 CUT OFF | 1 | 10 | PACK | $28.73 | 10 Wheels per Pack |
| 40 | P80 GRIT 2-3/4" X 17-1/2" | 1 | 3 | BOX | $58.25 | 100 Sheets per Box |
| 41 | P80 GRIT 2-3/4" X 16" | 1 | 10 | BOX | $32.30 | 25 Sheets per Box |
| 47 | 2-3/4" X 5" HOOKIT SOFT | 1 | 10 | EACH | $26.08 | |
| 50 | SCRATCHPADS GENERAL | 1 | 13 | BOX | $19.25 | 20 per Box |
| 51 | SCRATCHPADS ULTRA FINE | 1 | 3 | BOX | $19.25 | 20 per Box |
| 52 | 6" SANDING DISC | 1 | 5 | BOX | $18.16 | 10 per Box |
| 58 | 6" DA SANDING DISC P1500 GRIT CLEAR COAT- FOAM BACKED | 1 | 160 | BOX | $58.05 | 25 per Box |
| 59 | 6" DA SANDING DISC P3000 GRIT - FOAM BACKED | 1 | 267 | BOX | $82.85 | 15 per Box |
| 62 | BLACK/ BED LINER KIT | 1 | 3 | EACH | $131.62 | |
| 63 | 1/2" X 20 YD AUTOMOTIVE ATTACHMENT TAPE | 1 | 5 | EACH | $32.74 | |
| 64 | 1/2"X 20 YD AUTOMOTIVE ACRYLIC TAPE | 1 | 5 | EACH | $33.39 | |
| 65 | 1/4" X 20 YD ACRYLIC TAPE | 1 | 5 | EACH | $19.13 | |
| 66 | FLEXIBLE BUMPER COATER - LOW VOC | 1 | 5 | EACH | $51.42 | |
| 67 | HOOL AND LOOP FASTENER 12" X 1" CINCH STRAP | 1 | 5 | BOX | $58.49 | 12 Units per Box |
| 69 | 2" CHIP BRUSH | 1 | 72 | EACH | $0.58 | |
| 73 | 1/4" PRECISION MASKING TAPE | 1 | 15 | EACH | $5.62 | |
| 74 | 1/4" BLUE MASKING TAPE | 1 | 15 | EACH | $8.85 | |
| 75 | AUTOMOTIVE PAINTING MASKING PAPER, 6" X 750' | 1 | 15 | EACH | $14.29 | |
| 76 | AUTOMOTIVE PAINTING MASKING PAPER, 12" X 750' | 1 | 15 | EACH | $28.61 | |
| 77 | AUTOMOTIVE PAINTING MASKING PAPER, 18" X 750' | 1 | 15 | EACH | $42.89 | |
| 78 | AUTOMOTIVE PAINTING MASKING PAPER, 36" X 750' | 1 | 15 | EACH | $85.91 | |
| 79 | ATTACHMENT TAPE, 7/8" X 20 YARDS | 1 | 5 | EACH | $50.73 | |
| 81 | PROTECTIVE PAINT OVERSPRAY SHEETING 20' x 250' | 1 | 3 | EACH | $54.33 | |
| 82 | WOOD PAINT PADDLES, 12"l x 1"w | 1 | 1 | CASE | $36.00 | 1,000 per Case |
| 83 | SINGLE EDGE RAZOR BLADES | 1 | 10 | BOX | $3.79 | 100 Blades per Box |
| 87 | AUTO GLASS URETHANE WINDSHIELD ADHESIVE | 1 | 25 | EACH | $9.54 | |
| 88 | STATIC MIXING NOZZLE 400ML - 6/BAG | 1 | 1 | BOX | $79.25 | 50 Units per Box |
| 89 | STATIC MIXING NOZZLE 200ML - 6/BAG | 1 | 6 | BOX | $11.70 | 6 Units per Box |
| 90 | RUBBING COMPOUND - SUPER DUTY | 1 | 5 | EACH | $20.53 | |
| 92 | PLASTIC ADHESIVE WITH APPLICATOR AND NOZZLES | 1 | 24 | EACH | $38.39 | |
| 93 | SUPER FAST PLASTIC ADHESIVE + APPLICATOR/NOZZLES | 1 | 24 | EACH | $19.20 | |
| 94 | UNDERCOAT, 17 oz | 1 | 5 | EACH | $14.01 | |
| 96 | ALL METAL BODY FILLER REPAIR COMPOUND | 1 | 5 | EACH | $31.50 | |
| 97 | BODY FILLER | 1 | 5 | EACH | $46.13 | |
| 101 | FIBERGLASS RESIN | 1 | 5 | EACH | $141.74 | |

# ATTACHMENT C - PRICING
# MNT19-42A
# PAINT AND BODY SHOP SUPPLIES

Award pricing shall remain fixed for the Base Year Period (Base Years 1-2). Thereafter, pricing may be adjusted annually using the change (Increase or Decrease) of Consumer Price Index (CPI)

**SECTION 1**

| Item Num | Description | Min Order | Max Order | Unit of Measure | Price Per Unit | Comment |
|---|---|---|---|---|---|---|
| 102 | LONG STRAND FIBERGLASS FILLER | 1 | 5 | EACH | $61.49 | |
| 103 | SHORT STRAND FIBERGLASS FILLER | 1 | 5 | EACH | $59.38 | |
| 104 | EPOXY PLASTIC REPAIR - MULTI PURPOSE, 6.75OZ | 1 | 15 | EACH | $39.39 | |
| 105 | URETHANE PLASTIC REPAIR - SEMI RIGID, 6.75OZ | 1 | 15 | EACH | $40.52 | |
| 106 | EPOXY BASED ADHESIVE/FILLER, 6.75OZ | 1 | 15 | EACH | $41.74 | |
| 107 | STRUCTURAL GUAZE REINFORCEMENT PATCH, 5" X 12' | 1 | 10 | EACH | $17.27 | |
| 110 | WINDOW URETHANE ADHESIVE, 10.5OZ CARTRIDGE | 1 | 24 | EACH | $17.53 | |
| 36 | P36 GRIT IMPERIAL HOOK & LOOP | 1 | 16 | BOX | $130.80 | 25 per Box |
| 17 | 4" PLASTIC SPREADER | 1 | 25 | EACH | $0.38 | |
| 18 | 32OZ MIXING CUPS | 1 | 5000 | EACH | $0.47 | |
| 42 | 2-3/4 X 5" HOOKIT SANDING BLOCK | 1 | 10 | EACH | $77.65 | |
| 43 | 2-3/4" X 7"-1/2" HOOKIT SANDING BLOCK | 1 | 10 | EACH | $79.90 | |
| 46 | 8" FOAM POLISHING PAD | 1 | 5 | PACK | $28.78 | 2 per Pack |
| 60 | 9" X 11" WET/DRY SANDPAPER P400 GRIT | 1 | 25 | SLEEVE | $46.11 | 50 Sheets per Sleeve |
| 61 | 9" X 11" WET/DRY SANDPAPER P600 GRIT | 1 | 20 | SLEEVE | $46.11 | 50 Sheets per Sleeve |
| 72 | RECLOSABLE FASTENING TAPE - TRANSLUCENT | 1 | 15 | EACH | $139.18 | |
| 85 | APPLICATION SQUEEGEE - ORANGE | 1 | 24 | EACH | $21.12 | |
| 86 | APPLICATION SQUEEGEE - BLUE - 5 PACK | 1 | 5 | PACK | $7.60 | 5 Units per Pack |
| 91 | RUBBING COMPOUND | 1 | 5 | EACH | $36.62 | |
| 98 | BONDO SPREADER, 5 INCH | 1 | 25 | EACH | $0.46 | |
| 99 | FIBERGLASS CLOTH, 8' | 1 | 10 | EACH | $28.66 | |
| 100 | FIBERGLASS MAT, 8' | 1 | 15 | EACH | $30.63 | |

Price quotations will be solicited from this bench for each purchase of the items listed below.

**SECTION 2**

| Item Num | Description | Min Order | Max Order | Unit of Measure | Price Per Unit | Comment |
|---|---|---|---|---|---|---|
| 1 | PRIMER | 1 | 12 | GALLON | $195.05 | LE3504 |
| 2 | PRIMER SURFACER - GRAY | 1 | 12 | GALLON | $181.05 | |
| 3 | BASE COAT - RED | 1 | 3 | GALLON | $632.66 | |
| 4 | BASE COAT - SILVER | 1 | 6 | GALLON | $632.66 | |
| 5 | BASE COAT sbX BLUE | 1 | 3 | GALLON | $383.00 | |
| 6 | BASE COAT - BLUE | 1 | 3 | GALLON | $383.00 | |
| 7 | BASE COAT - GREEN | 1 | 12 | GALLON | $507.32 | |
| 8 | BASE COAT - WHITE | 1 | 10 | GALLON | $383.00 | |
| 9 | CLEAR COAT - NON STOP | 1 | 20 | GALLON | $192.92 | |
| 10 | ACTIVATOR | 1 | 40 | PINT | $105.28 | |
| 11 | REDUCER - MID TEMP 60-90F | 1 | 20 | QUART | $89.18 | |
| 12 | ACTIVATOR - HIGH TEMP 90F + | 1 | 20 | QUART | $89.18 | |
| 13 | REDUCER | 1 | 20 | QUART | $70.31 | |
| 14 | CONTROLLER - STANDARD | 1 | 5 | GALLON | $139.61 | |

**ATTACHMENT A – SCOPE OF WORK**
**MNT19-42A**
**PAINT AND BODY SHOP SUPPLIES**

# I. SCOPE OF WORK

A. Body Shop Supplies

1. Contractor shall provide body shop supplies included but not limited to those on the attached spreadsheet (Exhibit 1). General List of body shop supplies include but not limited to:
   a. Grinding Supplies
   b. Sanding Supplies
   c. Cutting Supplies
   d. Polishing Supplies
   e. Fillers
   f. Adhesives
   g. Compounds

2. Quantities listed are based on Omnitrans' past usage. There is no guarantee of usage and orders shall be based on Omnitrans' needs. **Items listed shall be used for evaluation purposes only.**

3. Any reference to "Brand Names" is based on Omnitrans' past usage. "Brand Names" is used as a basis of design and to notify Bidders of items currently utilized.

4. Any substitutions for items that have been superseded and/or become obsolete shall be pre-approved by Omnitrans.

B. Paint and Paint Supplies

1. Contractor shall provide paint and paint supplies included but not limited to those on the attached spreadsheet (Exhibit 1).
   a. Quantities listed are based on Omnitrans' past usage. There is no guarantee of usage and orders shall be based on Omnitrans' needs. **Items listed shall be used for evaluation purposes only.**
   b. Any reference to "Brand Names" is based on Omnitrans' past usage. "Brand Names" is used as a basis of design and to notify Bidders of items currently utilized.

2. Contractor shall color match paint to Omnitrans colors.

3. Omnitrans shall provide paint samples as necessary.

4. Paint shall be tested by Omnitrans for the following characteristics:
   a. Paint Dry Time
   b. Ease of sanding
   c. Coverage and paint adhesion
   d. Degradation

5. Omnitrans reserves the right to change paint manufacturer for quality
6. Testing will take place in Omnitrans body shop facility by our painters.
7. Any substitutions for items that have been superseded and/or become obsolete shall be pre-approved by Omnitrans.

## II. GUARANTEE

A. Newly supplied and manufactured products shall provide a consistent and uniform color and sheen consistency for a period of not less than five (5) years.

B. Contractor shall provide a guarantee of product color reliability. Products shall be warranted against fading or other similar color shifts for a period of not less than two (2) years after application. Paint touch up activities during that period shall not be visible due to color or sheen changes of applied products.

C. All paint purchased by Omnitrans shall be fully mixed by Contractor and have no clumps, globs of unmixed paint. Such paint will be replaced or returned for credit issued to Omnitrans.

## III. DELIVERY

A. Contractor shall deliver all paint orders within forty-eight (48) hours of receipt of purchase order.

B. Delivery shall be made to the following address:

Omnitrans – East Valley
1700 W. 5th Street
San Bernardino, CA 92411

C. Any backorders over seven (7) business days shall be cancelled unless pre-approved by Omnitrans.

D. Packaging and labeling

1. All paint and related items must be packed in commercial containers of the type, size and kind appropriate for the product it contains and must be constructed to insure safe delivery and acceptance.

2. In compliance with South Coast Air Quality Management Rule 1151, paint related material shall have the Volatile Organic Compound (VOC) printed on the label as well as in the Safety Data Sheet(s) (SDS).

3. All packaging and all shipping practices are to be in complete compliance with all applicable federal, state and local laws and regulations.

4. All packages of paints and related items, including finishes, solvents, etc. must be labeled in compliance with the Global Harmonizing System (GHS) at a minimum, and include the following information:

   a. Quantity enclosed

   b. Materials shall be delivered in original, new and unopened packages and containers bearing manufacturer's name and label and the following information:

      i. Name or title of material
      ii. Product Description (Generic Classification or Binder Type)
      iii. Fed Spec. number, if applicable
      iv. Manufacturer's stock number and date of manufacturer
      v. Manufacturer's name
      vi. Contents by volume, for major pigment and vehicle constituents
      vii. Thinning instructions
      viii. Application instructions
      ix. Color name and number
      x. VOC Content
      xi. EPA # (where applicable)
      xii. Chemical Asterisk System (CAS) # (where applicable)
      xiii. Directions for use
      xiv. Recommended storage precautions

   c. The chemical or common name of substances listed in the "Right to Know List of Hazardous Chemicals " and the names of other substances that are among the five most predominant substances in the container.

## IV. REGULATION

A. Any product that poses potential hazards to personnel or property must have a warning label which conforms to all Federal and State requirements and the Community Right to Know Act. An antidote statement must be included where required. All products must comply with pertinent OSHA rules, regulations and guidelines.

B. Contractor shall provide all Safety Data Sheet(s) (SDS) for all chemical products prior to shipping to Omnitrans for review and approval, as applicable.

**CONTRACT AGREEMENT**

between

| | |
|---|---|
| CONTRACTOR<br>Smitty's Auto Paints of Hemet, Inc.<br>42540 Morningside Ct.<br>Hemet, CA 92544<br><br>(hereinafter "CONTRACTOR")<br>Telephone: (951) 925-5604<br>Email: smittysautopaint@verizon.net<br><br>Remit Address<br>427 E. Oakland Ave.<br>Hemet, CA 92543 | **CONTRACT DOCUMENTS**<br><br>**CONTRACT NO. MNT19-42B**<br><br>**<u>Paint and Body Shop Supplies</u>** |
| And | Contract Amount: $5,000.00 |
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>(hereinafter "OMNITRANS") | <u>Omnitrans Project Manager</u>:<br>Name: Victoria Chesney<br>Title: Maintenance Supervisor<br>Telephone: (909) 379-7184<br>Email: Victoria.Chesney@omnitrans.org<br><br><u>Contract Administrator</u>:<br>Name: Angelica Jara<br>Title: Contract Review Analyst<br>Telephone: (909) 379-7246<br>Email: angelica.jara@omnitrans.org |

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ATTACHMENT A – SCOPE OF WORK

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This Agreement is made and entered into as of this 19 day of July 2019, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Smitty's Auto Paints of Hemet, Inc. (hereinafter referred to as "CONTRACTOR").

## RECITALS

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

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

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

## 1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

## 2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through July 18, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from July 19, 2021 through July 18, 2024, which period encompasses the Initial Term and the Option Year One, Option Year Two, and Option Year Three.

## 3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

## 4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Five Thousand Dollars ($ 5,000.00), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

## 5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

Accountspayable@omnitrans.org
Contracts@omnitrans.org

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

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

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

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

C. TITLE

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

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

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

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

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

## 6. AUDIT AND INSPECTION OF RECORDS

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

## 7. NOTIFICATION

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

| To OMNITRANS: | To CONTRACTOR: |
|---|---|
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>Attn: Angelica Jara<br>Contract Review Analyst | Smitty's Auto Paints of Hemet, Inc.<br>427 E. Oakland Ave.<br>Hemet, CA 92543<br>Attn: Melissa Galletta<br>Corporate Secretary |

## 8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

### A. OMNITRANS' Project Manager

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

Project Manager: Victoria Chesney, Maintenance Supervisor

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

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

   1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

   2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

   3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

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

| Name | Role |
|---|---|
| Melissa Galletta | Corporate Secretary |
| Tiffany Markham | Treasurer |
| | |

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

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

## 9. DISPUTE RESOLUTION

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

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

## 10. TERMINATION FOR CONVENIENCE

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

## 11. TERMINATION FOR BREACH OF AGREEMENT

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

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. ASSIGNMENT

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

## 13. SUBCONTRACTING

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

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

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

## 14. INDEPENDENT CONTRACTOR

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

## 15. INSURANCE

### A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

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

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

2) **Deductibles or Self-Insured Retention (SIR)**

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

3) **Other Insurance Provisions**

   **a. Commercial General Liability and Automobile Liability**

   Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name <u>Omnitrans, its officers, officials, employees, agents and volunteers</u> as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or

used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

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

**b. Workers' Compensation**

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

**c. Care, Custody, and Control**

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

4) **Acceptability of Insurers**

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

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

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

7) **Notification of Terminated Insurance**

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

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured*.

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured*.

10) ☒ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## 16. INDEMNITY

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

## 17. REVISIONS IN SCOPE OF WORK

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

## 18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## 19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

## 20. OWNERSHIP RIGHTS

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

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

## 21. WORK FOR HIRE

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

## 22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

## 23. EQUAL OPPORTUNITY

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

## 24. STANDARD OF PERFORMANCE

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

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

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

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

## 26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

## 27. COMPLIANCE WITH LAW

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

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

## 28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## 29. PUBLIC RECORDS ACT

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

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## 30. WAIVER/INVALIDITY

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

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

## 31. FORCE MAJEURE

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

## 32. CONFIDENTIALITY

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

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

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

## 34. GOVERNING LAW

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

## 35. MODIFICATIONS TO AGREEMENT

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

## 36. LICENSING, PERMITS AND INSPECTION COSTS

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

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

## 37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFQ-MNT19-42R and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated April 23, 2019 and its Appendices, Exhibits, Attachments.

## 38. ENTIRE AGREEMENT

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

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

| OMNITRANS | Smitty's Auto Paints of Hemet, Inc. |
|---|---|
| _____ | _____ |
| P. Scott Graham<br>CEO/General Manager | Melissa Galletta<br>Corporate Secretary |
| _____ | _____ |
| Date | Date |
| | Federal Tax I.D. No. 33-0929262 |

CM _____

**ATTACHMENT A – SCOPE OF WORK**
**MNT19-42B**
**PAINT AND BODY SHOP SUPPLIES**

# I. SCOPE OF WORK

A. Body Shop Supplies

1. Contractor shall provide body shop supplies included but not limited to those on the attached spreadsheet (Exhibit 1). General List of body shop supplies include but not limited to:
   a. Grinding Supplies
   b. Sanding Supplies
   c. Cutting Supplies
   d. Polishing Supplies
   e. Fillers
   f. Adhesives
   g. Compounds

2. Quantities listed are based on Omnitrans' past usage. There is no guarantee of usage and orders shall be based on Omnitrans' needs. **Items listed shall be used for evaluation purposes only.**

3. Any reference to "Brand Names" is based on Omnitrans' past usage. "Brand Names" is used as a basis of design and to notify Bidders of items currently utilized.

4. Any substitutions for items that have been superseded and/or become obsolete shall be pre-approved by Omnitrans.

B. Paint and Paint Supplies

1. Contractor shall provide paint and paint supplies included but not limited to those on the attached spreadsheet (Exhibit 1).
   a. Quantities listed are based on Omnitrans' past usage. There is no guarantee of usage and orders shall be based on Omnitrans' needs. **Items listed shall be used for evaluation purposes only.**
   b. Any reference to "Brand Names" is based on Omnitrans' past usage. "Brand Names" is used as a basis of design and to notify Bidders of items currently utilized.

2. Contractor shall color match paint to Omnitrans colors.

3. Omnitrans shall provide paint samples as necessary.

4. Paint shall be tested by Omnitrans for the following characteristics:
   a. Paint Dry Time
   b. Ease of sanding
   c. Coverage and paint adhesion
   d. Degradation

5. Omnitrans reserves the right to change paint manufacturer for quality
6. Testing will take place in Omnitrans body shop facility by our painters.
7. Any substitutions for items that have been superseded and/or become obsolete shall be pre-approved by Omnitrans.

## II. GUARANTEE

A. Newly supplied and manufactured products shall provide a consistent and uniform color and sheen consistency for a period of not less than five (5) years.

B. Contractor shall provide a guarantee of product color reliability. Products shall be warranted against fading or other similar color shifts for a period of not less than two (2) years after application. Paint touch up activities during that period shall not be visible due to color or sheen changes of applied products.

C. All paint purchased by Omnitrans shall be fully mixed by Contractor and have no clumps, globs of unmixed paint. Such paint will be replaced or returned for credit issued to Omnitrans.

## III. DELIVERY

A. Contractor shall deliver all paint orders within forty-eight (48) hours of receipt of purchase order.

B. Delivery shall be made to the following address:
Omnitrans – East Valley
1700 W. 5th Street
San Bernardino, CA 92411

C. Any backorders over seven (7) business days shall be cancelled unless pre-approved by Omnitrans.

D. Packaging and labeling

1. All paint and related items must be packed in commercial containers of the type, size and kind appropriate for the product it contains and must be constructed to insure safe delivery and acceptance.

2. In compliance with South Coast Air Quality Management Rule 1151, paint related material shall have the Volatile Organic Compound (VOC) printed on the label as well as in the Safety Data Sheet(s) (SDS).

3. All packaging and all shipping practices are to be in complete compliance with all applicable federal, state and local laws and regulations.

4. All packages of paints and related items, including finishes, solvents, etc. must be labeled in compliance with the Global Harmonizing System (GHS) at a minimum, and include the following information:

   a. Quantity enclosed

   b. Materials shall be delivered in original, new and unopened packages and containers bearing manufacturer's name and label and the following information:

      i. Name or title of material
      ii. Product Description (Generic Classification or Binder Type)
      iii. Fed Spec. number, if applicable
      iv. Manufacturer's stock number and date of manufacturer
      v. Manufacturer's name
      vi. Contents by volume, for major pigment and vehicle constituents
      vii. Thinning instructions
      viii. Application instructions
      ix. Color name and number
      x. VOC Content
      xi. EPA # (where applicable)
      xii. Chemical Asterisk System (CAS) # (where applicable)
      xiii. Directions for use
      xiv. Recommended storage precautions

   c. The chemical or common name of substances listed in the "Right to Know List of Hazardous Chemicals " and the names of other substances that are among the five most predominant substances in the container.

## IV. REGULATION

A. Any product that poses potential hazards to personnel or property must have a warning label which conforms to all Federal and State requirements and the Community Right to Know Act. An antidote statement must be included where required. All products must comply with pertinent OSHA rules, regulations and guidelines.

B. Contractor shall provide all Safety Data Sheet(s) (SDS) for all chemical products prior to shipping to Omnitrans for review and approval, as applicable.

# EXHIBIT 1
# MNT19-42B
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **PAINT, SEALER, PRIMER, COATING, CLEANER** | | | | | |
| 1 | PRIMER | 1 | GALLON | 12 | CROMAX | |
| 2 | PRIMER SURFACE - GRAY | 1 | GALLON | 12 | CROMAX | LE3004S |
| 3 | BASE COAT - RED | 1 | GALLON | 3 | CROMAX PRO | 0200CP - PANTONE 187C |
| 4 | BASE COAT - SILVER | 1 | GALLON | 6 | CROMAX PRO | WBC0201 CP4 - PANTONE PRO VOC-LE AP 0.9 |
| 5 | BASE COAT - BLUE (sbX) | 1 | GALLON | 3 | CROMAX PRO | L1750CP - PANTONE 286C |
| 6 | BASE COAT - BLUE | 1 | GALLON | 3 | CROMAX PRO | BS538 CP1 - PANTONE 660C |
| 7 | BASE COAT - GREEN | 1 | GALLON | 12 | CROMAX PRO | M4967 CP3 EF - PANTONE 369C |
| 8 | BASE COAT - WHITE | 1 | GALLON | 10 | CROMAX PRO | WBC 493703 CP3 - DUPONT 830652 EF L0007 |
| 9 | CLEAR COAT - NON-STOP | 1 | GALLON | 20 | CROMAX PRO | LE5600S |
| 10 | ACTIVATOR | 1 | GALLON | 5 | CROMAX PRO | WB 2075 |
| 11 | REDUCER - MID TEMP | 1 | GALLON | 5 | CROMAX PRO | LE3075S |
| 12 | ACTIVATOR - HIGH TEMP 90F + | 1 | GALLON | 5 | CROMAX PRO | LE5605S |
| 13 | REDUCER | 1 | GALLON | 5 | CROMAX PRO | LE5675S |
| 14 | CONTROLLER - STANDARD | 1 | GALLON | 5 | CROMAX PRO | WB 2040 |
| | **PAINT SUPPLIES** | | | | | |
| 15 | STANDARD KIT - LIDS | 25 | PKG | 10 | 3M | 16000 |
| 16 | PPS/LINER - PAINT GUN LINER | 25 | BOX | 10 | 3M | 16301 |
| 17 | 4" PLASTIC SPREADER | 1 | EACH | 25 | NO PREF | GLE1204 |
| 18 | 32OZ MIXING CUPS | 100 | BOX | 50 | NO PREF | GLE932 |
| 19 | BLUE BLEAD PREP TACK | 12 | BOX | 10 | NO PREF | GSN20008C |
| 20 | AEROSOL GUN CLEANER, 15 OZ | 1 | EACH | 40 | KLEEN STRIP | KLEENGC11131 |
| 21 | 3 - 9/16" ACID BRUSH | 1 | EACH | 50 | NO PREF | MAC7-3/EA |
| 22 | (SINGLE) OXFORD BRUSH | 1 | EACH | 50 | NO PREF | MACB100 |
| 23 | 20 X 25 ECO OVERSPRAY ARRESTOR, (40 PER CASE) | 50 | CASE | 5 | PAINT POCKETS | PPG-020-025-040 |
| | **GRINDING, SANDING, CUTTING, POLISHING** | | | | | |
| 24 | 5" FIBER DISC, 36 GRIT SANDPAPER | 20 | PKG | 10 | NO PREF | N/A |
| 25 | 5" FIBER DISC, 24 GRIT SANDPAPER | 20 | PKG | 10 | NO PREF | N/A |
| 26 | 2" 36 GRIT GREEN CORPS | 25 | BOX | 10 | 3M | 1397 |
| 27 | 2" 24 GRIT GREEN CORPS ABRASIVE DISC | 25 | BOX | 10 | 3M | 1398 |
| 28 | P80 GRIT 8' STIKIT DISC | 25 | BOX | 10 | 3M | 1549 |
| 29 | P80 GRIT 2-3/4" X16" | 50 | PKG | 10 | 3M | 1791 |
| 30 | P400 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1811 |
| 31 | P320 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1812 |
| 32 | P220 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1815 |
| 33 | P150 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1817 |
| 34 | P80 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1820 |
| 35 | P80 GRIT IMPERIAL HOOK & LOOP | 40 | BOX | 10 | 3M | 1850 |
| 36 | P36 GRIT IMPERIAL HOOK & LOOP | 40 | BOX | 10 | 3M | 1853 |
| 37 | 36 GRIT 5" X 7/8" FIBRE DISC | 1 | EACH | 100 | 3M | 1914 |
| 38 | 24 GRIT 5" X 7/8" FIBRE DISC | 1 | EACH | 100 | 3M | 1915 |
| 39 | 3 X 1/32 X 3/8 CUT OFF | 1 | EACH | 100 | 3M | 1989 |
| 40 | P80 GRIT 2-3/4" X 17-1/2" | 25 | BOX | 10 | 3M | 2220 |
| 41 | P80 GRIT 2-3/4" X 16" | 25 | BOX | 10 | 3M | 2702 |
| 42 | 2-3/4 X 5" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5207 |
| 43 | 2-3/4" X 7"-1/2" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5208 |

# EXHIBIT 1
# MNT19-42B
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **GRINDING, SANDING, CUTTING, POLISHING** | | | | | |
| 44 | 2-3/4" X 16" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5209 |
| 45 | 8" HOOKIT FOAM | 1 | EACH | 10 | 3M | 5723 |
| 46 | 8" FOAM POLISHING PAD | 1 | EACH | 10 | 3M | 5725 |
| 47 | 2-3/4" X 5" HOOKIT SOFT | 1 | EACH | 10 | 3M | 5742 |
| 48 | 8" HOOKIT DISC PAD D/F | 1 | EACH | 10 | 3M | 5781 |
| 49 | 36 GRIT 2-3/4" X 16" HOOKIT | 1 | EACH | 10 | 3M | |
| 50 | SCRATCHPADS GENERAL | 10 | PKG | 25 | SCOTCH-BRITE | 403R56 |
| 51 | SCRATCHPADS ULTRA FINE | 1 | EACH | 50 | SCOTCH-BRITE | 7448 |
| 52 | 6" SANDING DISC | 1 | EACH | 50 | SCOTCH-BRITE | 7467 |
| 53 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 54 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 55 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 56 | 6" DA SANDING DISC | 50 | BOX | 10 | 3M | |
| 57 | 6" DA SANDING DISC | 50 | BOX | 10 | 3M | |
| 58 | 6" DA SANDING DISC P1500 GRIT CLEAR COAT- FOAM BACKED | 100 | ROLL | 40 | 3M | 02088 |
| 59 | 6" DA SANDING DISC P3000 GRIT - FOAM BACKED | 100 | ROLL | 40 | 3M | 02085 |
| 60 | 9" X 11" WET/DRY SANDPAPER P400 GRIT | 250 | PKG | 5 | 3M | |
| 61 | 9" X 11" WET/DRY SANDPAPER P600 GRIT | 100 | PKG | 10 | 3M | |
| | **GENERAL SUPPLIES** | | | | | |
| 62 | BLACK/ BED LINER KIT | 1 | EACH | 3 | RAPTOR | UPO825 |
| 63 | 1/2" X 20 YD AUTOMOTIVE ATTACHMENT TAPE | 1 | EACH | 5 | 3M | 6380 |
| 64 | 1/2"X 20 YD AUTOMOTIVE ACRYLIC TAPE | 1 | EACH | 5 | 3M | 6382 |
| 65 | 1/4" X 20 YD ACRYLIC TAPE | 1 | EACH | 5 | 3M | 6386 |
| 66 | FLEXIBLE BUMPER COATER - LOW VOC | 1 | QUART | 5 | 3M | |
| 67 | HOOL AND LOOP FASTENER 12" X 1" CINCH STRAP | 10 | PKG | 5 | 3M | 6480 |
| 68 | 18" BLACK SLIP RESISTANT TAPE | 1 | EACH | 15 | 3M | 19299 |
| 69 | 2" CHIP BRUSH | 36 | BOX | 2 | | |
| 70 | AUTOMOTIVE PAINT MASKING TAPE 18MM | 1 | EACH | 50 | 3M SCOTCH | |
| 71 | AUTOMOTIVE PAINT MASKING TAPE 36MM | 1 | EACH | 50 | 3M SCOTCH | 26338 |
| 72 | RECLOSABLE FASTENING TAPE - TRANSLUCENT | 1 | EACH | 15 | 3M | 6463 |
| 73 | 1/4" PRECISION MASKING TAPE | 1 | EACH | 15 | 3M | 06525 |
| 74 | 1/4" BLUE MASKING TAPE | 1 | EACH | 15 | 3M SCOTCH | 6405 |
| 75 | AUTOMOTIVE PAINTING MASKING PAPER, 6" X 750' | 1 | EACH | 15 | 3M | 06706 |
| 76 | AUTOMOTIVE PAINTING MASKING PAPER, 12" X 750' | 1 | EACH | 15 | 3M | 06538 |
| 77 | AUTOMOTIVE PAINTING MASKING PAPER, 18" X 750' | 1 | EACH | 15 | 3M | 06539 |
| 78 | AUTOMOTIVE PAINTING MASKING PAPER, 36" X 750' | 1 | EACH | 15 | 3M | 6540 |
| 79 | ATTACHMENT TAPE, 7/8" X 20 YARDS | 1 | ROLL | 5 | 3M | |
| 80 | PAINT STRAINERS, FINE 190 MICRON FILTER TIPS NYLON MESH | 50 | PACK | 2 | TCP GLOBAL | PS-190B-50PK |
| 81 | PROTECTIVE PAINT OVERSPRAY SHEETING 20' x 250' | 1 | EACH | 3 | 3M | 06728 |
| 82 | WOOD PAINT PADDLES, 12"l x 1"w | 25 | BOX | 25 | CUSTOM SHOP | KUS MIX12-25 |
| 83 | SINGLE EDGE RAZOR BLADES | 100 | PKG | 10 | OEMTOOLS | 25181 |
| 84 | SHEET - MARINE PLYWOOD A-B-EXT APA 24" X 48" | 1 | EACH | 5 | NO PREF | N/A |
| 85 | APPLICATION SQUEEGEE - ORANGE | 1 | EACH | 24 | 3M SCOTCH | 71607 |
| 86 | APPLICATION SQUEEGEE - BLUE - 5 PACK | 1 | EACH | 24 | 3M SCOTCH | 71601 |

# EXHIBIT 1
# MNT19-42B
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **FILLERS, ADHESIVES, COMPOUNDS** | | | | | |
| 87 | AUTO GLASS URETHANE WINDSHIELD ADHESIVE | 1 | EACH | 25 | 3M | 8693 |
| 88 | STATIC MIXING NOZZLE 400ML - 6/BAG | 6 | PACK | 6 | 3M | 08193/ 08194 |
| 89 | STATIC MIXING NOZZLE 200ML - 6/BAG | 6 | PACK | 6 | 3M | 08193/ 08194 |
| 90 | RUBBING COMPOUND - SUPER DUTY | 1 | QUART | 5 | 3M | 5954 |
| 91 | RUBBING COMPOUND | 1 | QUART | 5 | 3M | 36060 |
| 92 | PLASTIC ADHESIVE WITH APPLICATOR AND NOZZLES | 1 | EACH | 24 | 3M | 4247 |
| 93 | SUPER FAST PLASTIC ADHESIVE + APPLICATOR/NOZZLES | 1 | EACH | 24 | 3M | 4747 |
| 94 | UNDERCOAT, 15OZ | 1 | EACH | 5 | 3M | 8882 |
| 95 | ADHESIVE REMOVER, 16OZ | 1 | EACH | 5 | 3M | 03618 |
| 96 | ALL METAL BODY FILLER REPAIR COMPOUND | 1 | QUART | 5 | EVERCOAT | 14060 |
| 97 | BODY FILLER | 1 | GALLON | 5 | 3M | 01131 |
| 98 | BONDO SPREADER, 5 INCH | 1 | EACH | 25 | NO PREF | N/A |
| 99 | FIBERGLASS CLOTH, 8' | 1 | EACH | 10 | NO PREF | N/A |
| 100 | FIBERGLASS MAT, 8' | 1 | EACH | 15 | 3M | 05837 |
| 101 | FIBERGLASS RESIN | 1 | GALLON | 5 | EVERCOAT | 100865 |
| 102 | LONG STRAND FIBERGLASS FILLER | 1 | GALLON | 5 | EVERCOAT | FGE 869 |
| 103 | SHORT STRAND FIBERGLASS FILLER | 1 | GALLON | 5 | EVERCOAT | FGE 622 |
| 104 | EPOXY PLASTIC REPAIR - MULTI PURPOSE, 6.75OZ | 1 | EACH | 15 | 3M | 05887 |
| 105 | URETHANE PLASTIC REPAIR - SEMI RIGID, 6.75OZ | 1 | EACH | 15 | 3M | 04240 |
| 106 | EPOXY BASED ADHESIVE/FILLER, 6.75OZ | 1 | EACH | 15 | 3M | 05885 |
| 107 | STRUCTURAL GUAZE REINFORCEMENT PATCH, 5" X 12' | 1 | ROLL | 10 | 3M | 04904 |
| 108 | WHITE ADHESIVE SEALANT | 1 | EACH | 30 | SIKAFLEX | SIKAFLEX 221 |
| 109 | BLACK ADHESIVE SEALANT | 1 | EACH | 30 | SIKAFLEX | SIKAFLEX 221 |
| 110 | WINDOW URETHANE ADHESIVE, 10.5OZ CARTRIDGE | 1 | EACH | 24 | 3M | 8609 |
| 111 | SUPER TRIM ADHESIVE, 19OZ AERESOL | 1 | EACH | 24 | | |

****Quantities listed are based on Omnitrans' past usage.**
**There is no guarantee of usage and orders shall be based on Omnitrans' needs.**

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

# Required Clauses for All FTA-Assisted Third-Party Contracts and Subcontracts

**RR-01**
**NO FEDERAL OBLIGATION TO THIRD PARTIES ***

In connection with the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the Project.

**RR-02**
**FALSE OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD ***

A. Civil Fraud.
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, apply to the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

B. Criminal Fraud.
If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient

the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

C. 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-03**
**ACCESS TO THIRD PARTY CONTRACT RECORDS ***

A. Access to Third Party Contract Records.
The Recipient agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

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.

B. 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.

C. 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-04**

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

A. 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.

B. 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-05**

**CIVIL RIGHTS REQUIREMENTS (TITLE VI, ADA, EEO (EXCEPT SPECIAL DOL CONSTRUCTION CLAUSE ***

A. 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.

B. 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-06**
**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 agency's overall goal for DBE participation is 1%**.**

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.

# Required Clauses for Awards Exceeding $2,000

**RR-07**

**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 with 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-08**
**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.

# Required Clauses for Awards Exceeding $10,000

**RR-09**
**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 compete 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.

# Required Clauses for Awards Exceeding $25,000

**RR-010**

**SUSPENSION AND DEBARMENT***

A. 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.

B. 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.

# Awards Exceeding $100,000 by Statute

**RR-011**
**COMPLIANCE WITH FEDERAL LOBBYING POLICY ***

A. 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-012**
**CLEAN WATER AND CLEAN AIR REQUIREMENTS***

**A. 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.

B**.** **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-013**
**NON-CONSTRUCTION ACTIVITIES**

Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

# Required Clauses for Awards Exceeding the Simplified Acquisition Threshold ($150,000)

**RR-014**
**BUY AMERICA ***

A. 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.

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

**RR-015**

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

**Applicability to Contracts**

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

**Flow Down**

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

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

# Transport of Property or Persons

**RR-016**
**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 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-017**
**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.

# CONSTRUCTION ACTIVITIES

**RR-018**
**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 with 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-019**
**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-020
## 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 five (5) 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-021**
**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.

# NON-CONSTRUCTION ACTIVITIES

Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

# TRANSIT OPERATIONS

**RR-022**
**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.

## CHARTER BUS OPERATION

**Charter Service Operations.**
The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the Charter Service Agreement in its latest annual Certifications and Assurances to FTA and does conduct charter service operations prohibited by FTA's Charter Service regulations, the Recipient understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to FTA's Charter Service regulations.

## SCHOOL BUS OPERATIONS

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605 to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the School Transportation Agreement in its latest annual Certifications and Assurances to FTA and does conduct school transportation operations prohibited by FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent those regulations are consistent with 49 U.S.C. §§ 5323(f) or (g), the Recipient understands and agrees that: (1) the requirements of FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractor, or other participants in the project provide, (2) the definitions of FTA's School Bus Operations regulations will apply to the Recipient's school transportation operations, and (3) if there is a violation of FTA's School Bus Operations regulations, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), FTA will bar the Recipient, subrecipient, lessee, third party contractor, or other Project participant operating public transportation that has violated FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), from receiving Federal transit assistance in an amount FTA considers appropriate.

## RR-023
## 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

# PLANNING, RESEARCH, DEVELOPMENT AND DEMONSTRATION PROJECTS

**PATENT RIGHTS**

a. General. If any invention, improvement, or discovery of the Recipient or of any subrecipient, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.

b. Federal Rights. The Recipient agrees that its rights and responsibilities, and those of each

subrecipient, lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Recipient agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§ 200 *et seq*., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401, irrespective of the status of the Recipient, subrecipient, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).

c. License Fees and Royalties. FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq*., which applies to patent rights developed under a research project.

**RIGHTS IN DATA AND COPYRIGHTS**

a. Definition. The term "subject data," as used in this Section 18 of this Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" do not include financial reports, cost analyses, or other similar information used for Project administration.

b. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:

> (1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.
>
> (2) The restrictions on publication of Paragraph 18.b(1) of this Master Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The Recipient agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection 18.c of this Master Agreement. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's

consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:

(1) Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a subagreement, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a Recipient, subrecipient, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the Recipient agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Recipient agrees to provide other reports pertaining to the Project that FTA may request. The Recipient agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the Recipient of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of this Master Agreement, FTA may make available to any FTA recipient, subrecipient, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.a of this Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use when the costs thereof are financed with Federal assistance through an FTA capital program.

e. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq*., which applies to patent rights developed under a research project.

f. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

g. Restrictions on Access to Patent Rights. Nothing in Section 18 of this Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

h. Data Developed Without Federal Funding or Support. In connection with the Project, the Recipient may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the Recipient understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

i. Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the Recipient understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records).

# SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

### SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

To the extent required by Federal law, the State agrees that, in administering any Federal assistance Program or Project supported by the Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as may be applicable, and the amount of Federal assistance FTA provided.

# MISCELLANEOUS SPECIAL REQUIREMENTS

**RR-024**
**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-025**
**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.

**NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS**

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**RR-026**
**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.

# NOT INCLUDED IN UPDATED POLICY

**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**
**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-06**
**VETERANS PREFERENCE**

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

**END OF REGULATORY REQUIREMENTS**

# ATTACHMENT C - PRICING
# MNT19-42B
# PAINT AND BODY SHOP SUPPLIES

Award pricing shall remain fixed for the Base Year Period (Base Years 1-2). Thereafter, pricing may be adjusted annually using the change (Increase or Decrease) of Consumer Price Index (CPI)

**SECTION 1**

| Item Num | Description | Min Order | Max Order | Unit of Measure | Price Per Unit | Comment |
|---|---|---|---|---|---|---|
| 48 | 8" HOOKIT DISC PAD D/F | EACH | 1 | 10 | $44.83 | |
| 49 | 36 GRIT 2-3/4" X 16" HOOKIT | BOX | 1 | 1 | $69.68 | 25 Units per Box |
| 56 | 6" DA SANDING DISC | BOX | 1 | 10 | $46.24 | 50 Units per Box |
| 57 | 6" DA SANDING DISC | BOX | 1 | 10 | $60.12 | 50 Units per Box |
| 80 | PAINT STRAINERS, FINE 190 MICRON FILTER TIPS NYLON MESH | SLEEVE | 1 | 1 | $18.51 | 250 Units per Sleeve |
| 85 | APPLICATION SQUEEGEE - ORANGE | EACH | 1 | 24 | $20.49 | |
| 108 | WHITE ADHESIVE SEALANT | EACH | 1 | 30 | $7.99 | |
| 109 | BLACK ADHESIVE SEALANT | EACH | 1 | 30 | $7.99 | |
| 111 | SUPER TRIM ADHESIVE, 16.7 oz AERESOL | EACH | 1 | 24 | $19.60 | |
| 15 | STANDARD KIT - LIDS | CASE | 1 | 5 | $161.72 | 50 Units per Case |
| 16 | PPS/LINER - PAINT GUN LINER | CASE | 1 | 5 | $161.72 | 50 Units per Case |
| 19 | BLUE BLEAD PREP TACK | BOX | 1 | 10 | $9.36 | 12 Units per Box |
| 21 | 3 - 9/16" ACID BRUSH | EACH | 1 | 50 | $0.36 | |
| 22 | (SINGLE) OXFORD BRUSH | EACH | 1 | 50 | $0.57 | |
| 26 | 2" 36 GRIT GREEN CORPS | BOX | 1 | 10 | $35.62 | 25 Units per Box |
| 27 | 2" 24 GRIT GREEN CORPS ABRASIVE DISC | BOX | 1 | 10 | $37.58 | 25 Units per Box |
| 29 | P80 GRIT 2-3/4" X16" | BOX | 1 | 20 | $29.58 | 25 Units per Box |
| 30 | P400 GRIT CLEAN SANDING | BOX | 1 | 10 | $44.28 | 50 Units per Box |
| 31 | P320 GRIT CLEAN SANDING | BOX | 1 | 10 | $43.21 | 50 Units per Box |
| 32 | P220 GRIT CLEAN SANDING | BOX | 1 | 10 | $42.96 | 50 Units per Box |
| 33 | P150 GRIT CLEAN SANDING | BOX | 1 | 10 | $42.96 | 50 Units per Box |
| 34 | P80 GRIT CLEAN SANDING | BOX | 1 | 10 | $51.39 | 50 Units per Box |
| 39 | 3 X 1/32 X 3/8 CUT OFF | PACK | 1 | 20 | $30.94 | 5 Units per Pack |
| 40 | P80 GRIT 2-3/4" X 17-1/2" | BOX | 1 | 3 | $87.86 | 100 Units per Box |
| 44 | 2-3/4" X 16" HOOKIT SANDING BLOCK | EACH | 1 | 10 | $177.99 | |
| 45 | 8" HOOKIT FOAM | PACK | 1 | 5 | $31.00 | 2 per Pack |
| 50 | SCRATCHPADS GENERAL | BOX | 1 | 13 | $19.95 | 20 Units per Box |
| 51 | SCRATCHPADS ULTRA FINE | BOX | 1 | 3 | $20.73 | 20 Units per Box |
| 52 | 6" SANDING DISC | BOX | 1 | 5 | $19.56 | 10 Units per Box |
| 53 | 2 3/4 X 16 1/2 FILE SANDPAPER | BOX | 1 | 10 | $49.60 | 50 Units per Box |
| 54 | 2 3/4 X 16 1/2 FILE SANDPAPER | BOX | 1 | 10 | $49.60 | 50 Units per Box |
| 55 | 2 3/4 X 16 1/2 FILE SANDPAPER | BOX | 1 | 10 | $49.60 | 50 Units per Box |
| 58 | 6" DA SANDING DISC P1500 GRIT CLEAR COAT- FOAM BACKED | BOX | 1 | 160 | $62.52 | 25 Units per Box |
| 59 | 6" DA SANDING DISC P3000 GRIT - FOAM BACKED | BOX | 1 | 267 | $89.22 | 15 Units per Box |
| 62 | BLACK/ BED LINER KIT | EACH | 1 | 3 | $140.97 | |
| 63 | 1/2" X 20 YD AUTOMOTIVE ATTACHMENT TAPE | EACH | 1 | 5 | $35.26 | |
| 64 | 1/2"X 20 YD AUTOMOTIVE ACRYLIC TAPE | EACH | 1 | 5 | $35.96 | |
| 65 | 1/4" X 20 YD ACRYLIC TAPE | EACH | 1 | 5 | $20.60 | |
| 66 | FLEXIBLE BUMPER COATER - LOW VOC | QUART | 1 | 5 | $59.55 | |
| 67 | HOOL AND LOOP FASTENER 12" X 1" CINCH STRAP | BOX | 1 | 5 | $62.99 | 12 Units per Box |
| 70 | AUTOMOTIVE PAINT MASKING TAPE 18MM | EACH | 1 | 50 | $3.65 | |
| 71 | AUTOMOTIVE PAINT MASKING TAPE 36MM | EACH | 1 | 50 | $7.36 | |
| 73 | 1/4" PRECISION MASKING TAPE | EACH | 1 | 15 | $6.06 | |
| 74 | 1/4" BLUE MASKING TAPE | EACH | 1 | 15 | $9.53 | |
| 75 | AUTOMOTIVE PAINTING MASKING PAPER, 6" X 750' | EACH | 1 | 15 | $15.39 | |
| 76 | AUTOMOTIVE PAINTING MASKING PAPER, 12" X 750' | EACH | 1 | 15 | $30.81 | |
| 77 | AUTOMOTIVE PAINTING MASKING PAPER, 18" X 750' | EACH | 1 | 15 | $46.19 | |
| 78 | AUTOMOTIVE PAINTING MASKING PAPER, 36" X 750' | EACH | 1 | 15 | $92.51 | |
| 79 | ATTACHMENT TAPE, 7/8" X 20 YARDS | ROLL | 1 | 5 | $54.63 | |
| 87 | AUTO GLASS URETHANE WINDSHIELD ADHESIVE | EACH | 1 | 25 | $10.28 | |
| 89 | STATIC MIXING NOZZLE 200ML - 6/BAG | BOX | 1 | 6 | $12.60 | 6 Units per Box |
| 90 | RUBBING COMPOUND - SUPER DUTY | QUART | 1 | 5 | $22.11 | |
| 94 | UNDERCOAT, 17OZ | EACH | 1 | 5 | $15.09 | |
| 95 | ADHESIVE REMOVER, 12OZ | EACH | 1 | 5 | $9.32 | |
| 96 | ALL METAL BODY FILLER REPAIR COMPOUND | QUART | 1 | 5 | $38.44 | |
| 97 | BODY FILLER | GALLON | 1 | 5 | $49.67 | |

# ATTACHMENT C - PRICING
# MNT19-42B
# PAINT AND BODY SHOP SUPPLIES

Award pricing shall remain fixed for the Base Year Period (Base Years 1-2). Thereafter, pricing may be adjusted annually using the change (Increase or Decrease) of Consumer Price Index (CPI)

**SECTION 1**

| Item Num | Description | Min Order | Max Order | Unit of Measure | Price Per Unit | Comment |
|---|---|---|---|---|---|---|
| 102 | LONG STRAND FIBERGLASS FILLER | GALLON | 1 | 5 | $79.90 | |
| 103 | SHORT STRAND FIBERGLASS FILLER | GALLON | 1 | 5 | $66.22 | |
| 110 | WINDOW URETHANE ADHESIVE, 10.5OZ CARTRIDGE | EACH | 1 | 24 | $18.88 | |

Price quotations will be solicited from this bench for each purchase of the items listed below.

**SECTION 2**

| Item Num | Description | Min Order | Max Order | Unit of Measure | Price Per Unit | Comment |
|---|---|---|---|---|---|---|
| 1 | PRIMER | 1 | 12 | GALLON | $206.09 | |
| 2 | PRIMER SURFACER - GRAY | 1 | 12 | GALLON | $210.04 | |
| 3 | BASE COAT - RED | 1 | 3 | GALLON | $669.48 | |
| 4 | BASE COAT - SILVER | 1 | 6 | GALLON | $669.48 | |
| 5 | BASE COAT sbX BLUE | 1 | 3 | GALLON | **NO BID** | **NO BID** |
| 6 | BASE COAT - BLUE | 1 | 3 | GALLON | $405.28 | |
| 7 | BASE COAT - GREEN | 1 | 12 | GALLON | $669.48 | |
| 8 | BASE COAT - WHITE | 1 | 10 | GALLON | $405.28 | |
| 9 | CLEAR COAT - NON STOP | 1 | 20 | GALLON | $223.80 | |
| 10 | ACTIVATOR | 1 | 40 | PINT | $111.40 | |
| 11 | REDUCER - MID TEMP 60-90F | 1 | 20 | QUART | $103.44 | |
| 12 | ACTIVATOR - HIGH TEMP 90F + | 1 | 20 | QUART | $115.48 | |
| 13 | REDUCER | 1 | 20 | QUART | $75.80 | |
| 14 | CONTROLLER - STANDARD | 1 | 5 | GALLON | $147.72 | |

SUBJECT
**PROHIBITING WEAPONS IN THE WORKPLACE**

APPROVED BY OMNITRANS BOARD OF DIRECTORS

DATE: June 7, 2017

## I. Purpose

It is the policy of Omnitrans to maintain a work environment that is safe for all persons, including the community, and conducive to attaining high work standards. To achieve these objectives, the Agency prohibits the possession of firearms and weapons in the work place, regardless of any license or permit that an individual may have which otherwise authorizes the individual to carry firearms or weapons.

It is illegal and a criminal violation to possess weapons in public buildings (California Penal Code 171b and 171.7).

## II. Scope

This policy applies to all Omnitrans employees, including but not limited to staffing agency workers and contractors working for or with the Agency at any time, regardless of whether the Agency is the actual employer.

Possession of firearms and weapons is prohibited at all Omnitrans' offices, parking lots, agency vehicles and job sites, and in all Agency vehicles.

The following person/s are exempt from this policy as stated: a guard of a contract carrier operating an armored vehicle, and any law enforcement officer who is carrying out official duties engaged in protecting and preserving property or life within the scope of his or her employment.

Omnitrans will strictly enforce this policy. Violation of this policy will result in immediate disciplinary action, up to and including termination.

## III. Procedure

A. <u>COMMUNICATION OF POLICY</u>

(a) Each employee of the Agency shall receive a copy of this policy at the time of his/her hire and shall sign a copy of the acknowledgment. Employees who were employed before the effective date of this policy shall also receive a copy of this policy and shall sign a copy of the acknowledgment. A copy of the signed acknowledgment and of all new and revised policies throughout the employee's employment shall be maintained in each employee's personnel file.

(b) A copy of this policy shall be attached to each contractor's contract, and shall become a part of its contract. The contractor shall be responsible for communicating this policy to its employees and any subcontractors to which the contractor sublets any portion of its contract.

B. PROHIBITED CONDUCT

(a) The transportation of firearms or weapons in Agency vehicles is prohibited. This includes but is not limited to:

(1) to and from work,
(2) when conducting Agency business,
(3) at all times in Agency-owned or leased vehicles.

(b) The possession or carrying of permitted and non-permitted firearms or weapons while at Agency buildings, parking lots, sponsored events, and job sites.

(c) Exception: Power actuated tools which are manufactured for the use of fastening building materials and sanctioned tools for the purpose of performing Agency job duties are not subject to this policy.

C. SEARCH

(a) Omnitrans reserves the right to conduct reasonable, unannounced searches of Agency premises and personal searches of employees and others while entering, on, or leaving Agency premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers, and baggage. Searches will be conducted when the Agency has a reasonable suspicion to believe that a particular employee may be in possession of a weapon or firearm.

(b) “Reasonable suspicion” is defined as a suspicion that is based on specific personal observations such as an employee’s manner, disposition, behavior, speech, information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances.

(c) Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection. Refusal violates Agency policy and constitutes an act of insubordination constituting disciplinary action, up to and including separation of the employment relationship. Non-employees who refuse to allow an inspection will not be permitted on Agency premises and will be required to immediately leave the premises. Employees will be relieved of all duties while pending investigation.

D. DISCIPLINE

(a) Violations of any portion of this policy will subject the employee to discipline,

up to and including separation of employment.

(b) Violations by a contractor's employee or subcontractor of any portion of this policy may constitute a breach of contract and regardless will mandate the immediate removal of the contractor's employee from Agency premises, prohibition against the individual accessing Agency premises in the future, and may also constitute a breach of contract.

E. REPORT OF VIOLATIONS

1. Employee Violations

Employees are required to report violations of this policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it. An employee who believes that another employee may be in violation of this policy must report the alleged violation to the employee's manager or supervisor, the department director, security, or the appropriate departmental Human Resources representative.

Departments are responsible for implementing this policy. The Agency will promptly investigate allegations of violations of this policy.

Omnitrans reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law.

Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, offices, purses, briefcases, bags, toolboxes, and lunch bags.

Searches of the employee's work area and belongings, as described above, may be conducted by the Security & Emergency Preparedness Coordinator, or designee. Searches of all types, including surrounding agency property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this policy may be confiscated. Refusal to permit a search may result in discipline, up to and including separation.

2. Visitor Violations

Visitors are not allowed to carry a weapon on the premises. Any visitor carrying a weapon into a posted no-carry agency facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor

poses an immediate risk to security or safety, law enforcement shall be notified immediately by calling 9-911. The visitor shall be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

F. FALSE REPORTS

Employees making intentionally false and malicious complaints of weapons in the workplace will be subject to disciplinary action, up to and including separation and/or will be reported to the proper authorities as appropriate.

G. ROLES AND RESPONSIBILITIES

Employees are responsible for understanding and complying with the Policy Prohibiting Weapons in the Workplace.

Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to the agency's Security & Emergency Preparedness Coordinator at 909-379-7117 prior to bringing the item(s) to Omnitrans work sites and events, as well as agency-owned or leased facilities or vehicles.

H. SAFETY FIRST

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from agency premises.

An individual's continued non-compliance after being properly informed of the law (California Penal Code 171 (b)) will result in notification to law enforcement and discipline, up to and including separation of employment. Employees should notify security immediately.

An employee who feels an imminent danger to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Immediately contact law enforcement by calling 9-911 and security at 909-379-7117.

I. ANTI-RETALIATION PROVISION

Omnitrans strictly prohibits any retaliation against an employee who has reported a possible breach of policy. If an employee feels that he or she has been subjected to retaliation in violation of this policy, the employee must immediately report it to his or her supervisor or other designated Human Resources representative.

J. DEFINITIONS

1. **Firearm or weapon includes, but is not limited to:** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant.
    - A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
    - A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
    - A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
    - Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
    - Any destructive device;
    - Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
    - An electric weapon such as a taser gun;
    - Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm;
    - Any knife that is carried with intention or calculation to produce death or great bodily harm having a blade length in excess of four (4) inches, the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands. Switchblades are specifically prohibited. (Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)

2. **Office**: All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the agency.

3. **Parking lot**: All lots at permanent facility, park and rides, lots at project sites, any lot that the agency designates as a parking lot that is not at a permanent facility or project site.

4. **Agency vehicle**: All agency-owned buses/vehicles, all agency-leased buses/vehicles, all agency-rental buses/vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.

5. **Search**: To examine in order to find something concealed.

6. **Job sites**: Any and all locations where the agency conducts business.

SIGNS

1. At each entrance to buildings, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter a building, parking lot, or project site.

2. Signs shall have wording or pictogram that prohibits firearms, weapons and give notice of video surveillance. Signs shall be vandalism resistant and of the quality that they will not fade due to the elements.

# EXHIBIT 1
# MNT19-42B
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **PAINT, SEALER, PRIMER, COATING, CLEANER** | | | | | |
| 1 | PRIMER | 1 | GALLON | 12 | CROMAX | |
| 2 | PRIMER SURFACE - GRAY | 1 | GALLON | 12 | CROMAX | LE3004S |
| 3 | BASE COAT - RED | 1 | GALLON | 3 | CROMAX PRO | 0200CP - PANTONE 187C |
| 4 | BASE COAT - SILVER | 1 | GALLON | 6 | CROMAX PRO | WBC0201 CP4 - PANTONE PRO VOC-LE AP 0.9 |
| 5 | BASE COAT - BLUE (sbX) | 1 | GALLON | 3 | CROMAX PRO | L1750CP - PANTONE 286C |
| 6 | BASE COAT - BLUE | 1 | GALLON | 3 | CROMAX PRO | BS538 CP1 - PANTONE 660C |
| 7 | BASE COAT - GREEN | 1 | GALLON | 12 | CROMAX PRO | M4967 CP3 EF - PANTONE 369C |
| 8 | BASE COAT - WHITE | 1 | GALLON | 10 | CROMAX PRO | WBC 493703 CP3 - DUPONT 830652 EF L0007 |
| 9 | CLEAR COAT - NON-STOP | 1 | GALLON | 20 | CROMAX PRO | LE5600S |
| 10 | ACTIVATOR | 1 | GALLON | 5 | CROMAX PRO | WB 2075 |
| 11 | REDUCER - MID TEMP | 1 | GALLON | 5 | CROMAX PRO | LE3075S |
| 12 | ACTIVATOR - HIGH TEMP 90F + | 1 | GALLON | 5 | CROMAX PRO | LE5605S |
| 13 | REDUCER | 1 | GALLON | 5 | CROMAX PRO | LE5675S |
| 14 | CONTROLLER - STANDARD | 1 | GALLON | 5 | CROMAX PRO | WB 2040 |
| | **PAINT SUPPLIES** | | | | | |
| 15 | STANDARD KIT - LIDS | 25 | PKG | 10 | 3M | 16000 |
| 16 | PPS/LINER - PAINT GUN LINER | 25 | BOX | 10 | 3M | 16301 |
| 17 | 4" PLASTIC SPREADER | 1 | EACH | 25 | NO PREF | GLE1204 |
| 18 | 32OZ MIXING CUPS | 100 | BOX | 50 | NO PREF | GLE932 |
| 19 | BLUE BLEAD PREP TACK | 12 | BOX | 10 | NO PREF | GSN20008C |
| 20 | AEROSOL GUN CLEANER, 15 OZ | 1 | EACH | 40 | KLEEN STRIP | KLEENGC11131 |
| 21 | 3 - 9/16" ACID BRUSH | 1 | EACH | 50 | NO PREF | MAC7-3/EA |
| 22 | (SINGLE) OXFORD BRUSH | 1 | EACH | 50 | NO PREF | MACB100 |
| 23 | 20 X 25 ECO OVERSPRAY ARRESTOR, (40 PER CASE) | 50 | CASE | 5 | PAINT POCKETS | PPG-020-025-040 |
| | **GRINDING, SANDING, CUTTING, POLISHING** | | | | | |
| 24 | 5" FIBER DISC, 36 GRIT SANDPAPER | 20 | PKG | 10 | NO PREF | N/A |
| 25 | 5" FIBER DISC, 24 GRIT SANDPAPER | 20 | PKG | 10 | NO PREF | N/A |
| 26 | 2" 36 GRIT GREEN CORPS | 25 | BOX | 10 | 3M | 1397 |
| 27 | 2" 24 GRIT GREEN CORPS ABRASIVE DISC | 25 | BOX | 10 | 3M | 1398 |
| 28 | P80 GRIT 8' STIKIT DISC | 25 | BOX | 10 | 3M | 1549 |
| 29 | P80 GRIT 2-3/4" X16" | 50 | PKG | 10 | 3M | 1791 |
| 30 | P400 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1811 |
| 31 | P320 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1812 |
| 32 | P220 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1815 |
| 33 | P150 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1817 |
| 34 | P80 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1820 |
| 35 | P80 GRIT IMPERIAL HOOK & LOOP | 40 | BOX | 10 | 3M | 1850 |
| 36 | P36 GRIT IMPERIAL HOOK & LOOP | 40 | BOX | 10 | 3M | 1853 |
| 37 | 36 GRIT 5" X 7/8" FIBRE DISC | 1 | EACH | 100 | 3M | 1914 |
| 38 | 24 GRIT 5" X 7/8" FIBRE DISC | 1 | EACH | 100 | 3M | 1915 |
| 39 | 3 X 1/32 X 3/8 CUT OFF | 1 | EACH | 100 | 3M | 1989 |
| 40 | P80 GRIT 2-3/4" X 17-1/2" | 25 | BOX | 10 | 3M | 2220 |
| 41 | P80 GRIT 2-3/4" X 16" | 25 | BOX | 10 | 3M | 2702 |
| 42 | 2-3/4 X 5" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5207 |
| 43 | 2-3/4" X 7"-1/2" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5208 |

# EXHIBIT 1
# MNT19-42B
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **GRINDING, SANDING, CUTTING, POLISHING** | | | | | |
| 44 | 2-3/4" X 16" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5209 |
| 45 | 8" HOOKIT FOAM | 1 | EACH | 10 | 3M | 5723 |
| 46 | 8" FOAM POLISHING PAD | 1 | EACH | 10 | 3M | 5725 |
| 47 | 2-3/4" X 5" HOOKIT SOFT | 1 | EACH | 10 | 3M | 5742 |
| 48 | 8" HOOKIT DISC PAD D/F | 1 | EACH | 10 | 3M | 5781 |
| 49 | 36 GRIT 2-3/4" X 16" HOOKIT | 1 | EACH | 10 | 3M | |
| 50 | SCRATCHPADS GENERAL | 10 | PKG | 25 | SCOTCH-BRITE | 403R56 |
| 51 | SCRATCHPADS ULTRA FINE | 1 | EACH | 50 | SCOTCH-BRITE | 7448 |
| 52 | 6" SANDING DISC | 1 | EACH | 50 | SCOTCH-BRITE | 7467 |
| 53 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 54 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 55 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 56 | 6" DA SANDING DISC | 50 | BOX | 10 | 3M | |
| 57 | 6" DA SANDING DISC | 50 | BOX | 10 | 3M | |
| 58 | 6" DA SANDING DISC P1500 GRIT CLEAR COAT- FOAM BACKED | 100 | ROLL | 40 | 3M | 02088 |
| 59 | 6" DA SANDING DISC P3000 GRIT - FOAM BACKED | 100 | ROLL | 40 | 3M | 02085 |
| 60 | 9" X 11" WET/DRY SANDPAPER P400 GRIT | 250 | PKG | 5 | 3M | |
| 61 | 9" X 11" WET/DRY SANDPAPER P600 GRIT | 100 | PKG | 10 | 3M | |
| | **GENERAL SUPPLIES** | | | | | |
| 62 | BLACK/ BED LINER KIT | 1 | EACH | 3 | RAPTOR | UPO825 |
| 63 | 1/2" X 20 YD AUTOMOTIVE ATTACHMENT TAPE | 1 | EACH | 5 | 3M | 6380 |
| 64 | 1/2"X 20 YD AUTOMOTIVE ACRYLIC TAPE | 1 | EACH | 5 | 3M | 6382 |
| 65 | 1/4" X 20 YD ACRYLIC TAPE | 1 | EACH | 5 | 3M | 6386 |
| 66 | FLEXIBLE BUMPER COATER - LOW VOC | 1 | QUART | 5 | 3M | |
| 67 | HOOL AND LOOP FASTENER 12" X 1" CINCH STRAP | 10 | PKG | 5 | 3M | 6480 |
| 68 | 18" BLACK SLIP RESISTANT TAPE | 1 | EACH | 15 | 3M | 19299 |
| 69 | 2" CHIP BRUSH | 36 | BOX | 2 | | |
| 70 | AUTOMOTIVE PAINT MASKING TAPE 18MM | 1 | EACH | 50 | 3M SCOTCH | |
| 71 | AUTOMOTIVE PAINT MASKING TAPE 36MM | 1 | EACH | 50 | 3M SCOTCH | 26338 |
| 72 | RECLOSABLE FASTENING TAPE - TRANSLUCENT | 1 | EACH | 15 | 3M | 6463 |
| 73 | 1/4" PRECISION MASKING TAPE | 1 | EACH | 15 | 3M | 06525 |
| 74 | 1/4" BLUE MASKING TAPE | 1 | EACH | 15 | 3M SCOTCH | 6405 |
| 75 | AUTOMOTIVE PAINTING MASKING PAPER, 6" X 750' | 1 | EACH | 15 | 3M | 06706 |
| 76 | AUTOMOTIVE PAINTING MASKING PAPER, 12" X 750' | 1 | EACH | 15 | 3M | 06538 |
| 77 | AUTOMOTIVE PAINTING MASKING PAPER, 18" X 750' | 1 | EACH | 15 | 3M | 06539 |
| 78 | AUTOMOTIVE PAINTING MASKING PAPER, 36" X 750' | 1 | EACH | 15 | 3M | 6540 |
| 79 | ATTACHMENT TAPE, 7/8" X 20 YARDS | 1 | ROLL | 5 | 3M | |
| 80 | PAINT STRAINERS, FINE 190 MICRON FILTER TIPS NYLON MESH | 50 | PACK | 2 | TCP GLOBAL | PS-190B-50PK |
| 81 | PROTECTIVE PAINT OVERSPRAY SHEETING 20' x 250' | 1 | EACH | 3 | 3M | 06728 |
| 82 | WOOD PAINT PADDLES, 12"l x 1"w | 25 | BOX | 25 | CUSTOM SHOP | KUS MIX12-25 |
| 83 | SINGLE EDGE RAZOR BLADES | 100 | PKG | 10 | OEMTOOLS | 25181 |
| 84 | SHEET - MARINE PLYWOOD A-B-EXT APA 24" X 48" | 1 | EACH | 5 | NO PREF | N/A |
| 85 | APPLICATION SQUEEGEE - ORANGE | 1 | EACH | 24 | 3M SCOTCH | 71607 |
| 86 | APPLICATION SQUEEGEE - BLUE - 5 PACK | 1 | EACH | 24 | 3M SCOTCH | 71601 |

# EXHIBIT 1
# MNT19-42B
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **FILLERS, ADHESIVES, COMPOUNDS** | | | | | |
| 87 | AUTO GLASS URETHANE WINDSHIELD ADHESIVE | 1 | EACH | 25 | 3M | 8693 |
| 88 | STATIC MIXING NOZZLE 400ML - 6/BAG | 6 | PACK | 6 | 3M | 08193/ 08194 |
| 89 | STATIC MIXING NOZZLE 200ML - 6/BAG | 6 | PACK | 6 | 3M | 08193/ 08194 |
| 90 | RUBBING COMPOUND - SUPER DUTY | 1 | QUART | 5 | 3M | 5954 |
| 91 | RUBBING COMPOUND | 1 | QUART | 5 | 3M | 36060 |
| 92 | PLASTIC ADHESIVE WITH APPLICATOR AND NOZZLES | 1 | EACH | 24 | 3M | 4247 |
| 93 | SUPER FAST PLASTIC ADHESIVE + APPLICATOR/NOZZLES | 1 | EACH | 24 | 3M | 4747 |
| 94 | UNDERCOAT, 15OZ | 1 | EACH | 5 | 3M | 8882 |
| 95 | ADHESIVE REMOVER, 16OZ | 1 | EACH | 5 | 3M | 03618 |
| 96 | ALL METAL BODY FILLER REPAIR COMPOUND | 1 | QUART | 5 | EVERCOAT | 14060 |
| 97 | BODY FILLER | 1 | GALLON | 5 | 3M | 01131 |
| 98 | BONDO SPREADER, 5 INCH | 1 | EACH | 25 | NO PREF | N/A |
| 99 | FIBERGLASS CLOTH, 8' | 1 | EACH | 10 | NO PREF | N/A |
| 100 | FIBERGLASS MAT, 8' | 1 | EACH | 15 | 3M | 05837 |
| 101 | FIBERGLASS RESIN | 1 | GALLON | 5 | EVERCOAT | 100865 |
| 102 | LONG STRAND FIBERGLASS FILLER | 1 | GALLON | 5 | EVERCOAT | FGE 869 |
| 103 | SHORT STRAND FIBERGLASS FILLER | 1 | GALLON | 5 | EVERCOAT | FGE 622 |
| 104 | EPOXY PLASTIC REPAIR - MULTI PURPOSE, 6.75OZ | 1 | EACH | 15 | 3M | 05887 |
| 105 | URETHANE PLASTIC REPAIR - SEMI RIGID, 6.75OZ | 1 | EACH | 15 | 3M | 04240 |
| 106 | EPOXY BASED ADHESIVE/FILLER, 6.75OZ | 1 | EACH | 15 | 3M | 05885 |
| 107 | STRUCTURAL GUAZE REINFORCEMENT PATCH, 5" X 12' | 1 | ROLL | 10 | 3M | 04904 |
| 108 | WHITE ADHESIVE SEALANT | 1 | EACH | 30 | SIKAFLEX | SIKAFLEX 221 |
| 109 | BLACK ADHESIVE SEALANT | 1 | EACH | 30 | SIKAFLEX | SIKAFLEX 221 |
| 110 | WINDOW URETHANE ADHESIVE, 10.5OZ CARTRIDGE | 1 | EACH | 24 | 3M | 8609 |
| 111 | SUPER TRIM ADHESIVE, 19OZ AERESOL | 1 | EACH | 24 | | |

****Quantities listed are based on Omnitrans' past usage.**
**There is no guarantee of usage and orders shall be based on Omnitrans' needs.**

# ATTACHMENT C - PRICING
# MNT19-42B
# PAINT AND BODY SHOP SUPPLIES

Award pricing shall remain fixed for the Base Year Period (Base Years 1-2). Thereafter, pricing may be adjusted annually using the change (Increase or Decrease) of Consumer Price Index (CPI)

**SECTION 1**

| Item Num | Description | Min Order | Max Order | Unit of Measure | Price Per Unit | Comment |
|---|---|---|---|---|---|---|
| 48 | 8" HOOKIT DISC PAD D/F | EACH | 1 | 10 | $44.83 | |
| 49 | 36 GRIT 2-3/4" X 16" HOOKIT | BOX | 1 | 1 | $69.68 | 25 Units per Box |
| 56 | 6" DA SANDING DISC | BOX | 1 | 10 | $46.24 | 50 Units per Box |
| 57 | 6" DA SANDING DISC | BOX | 1 | 10 | $60.12 | 50 Units per Box |
| 80 | PAINT STRAINERS, FINE 190 MICRON FILTER TIPS NYLON MESH | SLEEVE | 1 | 1 | $18.51 | 250 Units per Sleeve |
| 85 | APPLICATION SQUEEGEE - ORANGE | EACH | 1 | 24 | $20.49 | |
| 108 | WHITE ADHESIVE SEALANT | EACH | 1 | 30 | $7.99 | |
| 109 | BLACK ADHESIVE SEALANT | EACH | 1 | 30 | $7.99 | |
| 111 | SUPER TRIM ADHESIVE, 16.7 oz AERESOL | EACH | 1 | 24 | $19.60 | |
| 15 | STANDARD KIT - LIDS | CASE | 1 | 5 | $161.72 | 50 Units per Case |
| 16 | PPS/LINER - PAINT GUN LINER | CASE | 1 | 5 | $161.72 | 50 Units per Case |
| 19 | BLUE BLEAD PREP TACK | BOX | 1 | 10 | $9.36 | 12 Units per Box |
| 21 | 3 - 9/16" ACID BRUSH | EACH | 1 | 50 | $0.36 | |
| 22 | (SINGLE) OXFORD BRUSH | EACH | 1 | 50 | $0.57 | |
| 26 | 2" 36 GRIT GREEN CORPS | BOX | 1 | 10 | $35.62 | 25 Units per Box |
| 27 | 2" 24 GRIT GREEN CORPS ABRASIVE DISC | BOX | 1 | 10 | $37.58 | 25 Units per Box |
| 29 | P80 GRIT 2-3/4" X16" | BOX | 1 | 20 | $29.58 | 25 Units per Box |
| 30 | P400 GRIT CLEAN SANDING | BOX | 1 | 10 | $44.28 | 50 Units per Box |
| 31 | P320 GRIT CLEAN SANDING | BOX | 1 | 10 | $43.21 | 50 Units per Box |
| 32 | P220 GRIT CLEAN SANDING | BOX | 1 | 10 | $42.96 | 50 Units per Box |
| 33 | P150 GRIT CLEAN SANDING | BOX | 1 | 10 | $42.96 | 50 Units per Box |
| 34 | P80 GRIT CLEAN SANDING | BOX | 1 | 10 | $51.39 | 50 Units per Box |
| 39 | 3 X 1/32 X 3/8 CUT OFF | PACK | 1 | 20 | $30.94 | 5 Units per Pack |
| 40 | P80 GRIT 2-3/4" X 17-1/2" | BOX | 1 | 3 | $87.86 | 100 Units per Box |
| 44 | 2-3/4" X 16" HOOKIT SANDING BLOCK | EACH | 1 | 10 | $177.99 | |
| 45 | 8" HOOKIT FOAM | PACK | 1 | 5 | $31.00 | 2 per Pack |
| 50 | SCRATCHPADS GENERAL | BOX | 1 | 13 | $19.95 | 20 Units per Box |
| 51 | SCRATCHPADS ULTRA FINE | BOX | 1 | 3 | $20.73 | 20 Units per Box |
| 52 | 6" SANDING DISC | BOX | 1 | 5 | $19.56 | 10 Units per Box |
| 53 | 2 3/4 X 16 1/2 FILE SANDPAPER | BOX | 1 | 10 | $49.60 | 50 Units per Box |
| 54 | 2 3/4 X 16 1/2 FILE SANDPAPER | BOX | 1 | 10 | $49.60 | 50 Units per Box |
| 55 | 2 3/4 X 16 1/2 FILE SANDPAPER | BOX | 1 | 10 | $49.60 | 50 Units per Box |
| 58 | 6" DA SANDING DISC P1500 GRIT CLEAR COAT- FOAM BACKED | BOX | 1 | 160 | $62.52 | 25 Units per Box |
| 59 | 6" DA SANDING DISC P3000 GRIT - FOAM BACKED | BOX | 1 | 267 | $89.22 | 15 Units per Box |
| 62 | BLACK/ BED LINER KIT | EACH | 1 | 3 | $140.97 | |
| 63 | 1/2" X 20 YD AUTOMOTIVE ATTACHMENT TAPE | EACH | 1 | 5 | $35.26 | |
| 64 | 1/2"X 20 YD AUTOMOTIVE ACRYLIC TAPE | EACH | 1 | 5 | $35.96 | |
| 65 | 1/4" X 20 YD ACRYLIC TAPE | EACH | 1 | 5 | $20.60 | |
| 66 | FLEXIBLE BUMPER COATER - LOW VOC | QUART | 1 | 5 | $59.55 | |
| 67 | HOOL AND LOOP FASTENER 12" X 1" CINCH STRAP | BOX | 1 | 5 | $62.99 | 12 Units per Box |
| 70 | AUTOMOTIVE PAINT MASKING TAPE 18MM | EACH | 1 | 50 | $3.65 | |
| 71 | AUTOMOTIVE PAINT MASKING TAPE 36MM | EACH | 1 | 50 | $7.36 | |
| 73 | 1/4" PRECISION MASKING TAPE | EACH | 1 | 15 | $6.06 | |
| 74 | 1/4" BLUE MASKING TAPE | EACH | 1 | 15 | $9.53 | |
| 75 | AUTOMOTIVE PAINTING MASKING PAPER, 6" X 750' | EACH | 1 | 15 | $15.39 | |
| 76 | AUTOMOTIVE PAINTING MASKING PAPER, 12" X 750' | EACH | 1 | 15 | $30.81 | |
| 77 | AUTOMOTIVE PAINTING MASKING PAPER, 18" X 750' | EACH | 1 | 15 | $46.19 | |
| 78 | AUTOMOTIVE PAINTING MASKING PAPER, 36" X 750' | EACH | 1 | 15 | $92.51 | |
| 79 | ATTACHMENT TAPE, 7/8" X 20 YARDS | ROLL | 1 | 5 | $54.63 | |
| 87 | AUTO GLASS URETHANE WINDSHIELD ADHESIVE | EACH | 1 | 25 | $10.28 | |
| 89 | STATIC MIXING NOZZLE 200ML - 6/BAG | BOX | 1 | 6 | $12.60 | 6 Units per Box |
| 90 | RUBBING COMPOUND - SUPER DUTY | QUART | 1 | 5 | $22.11 | |
| 94 | UNDERCOAT, 17OZ | EACH | 1 | 5 | $15.09 | |
| 95 | ADHESIVE REMOVER, 12OZ | EACH | 1 | 5 | $9.32 | |
| 96 | ALL METAL BODY FILLER REPAIR COMPOUND | QUART | 1 | 5 | $38.44 | |
| 97 | BODY FILLER | GALLON | 1 | 5 | $49.67 | |

# ATTACHMENT C - PRICING
# MNT19-42B
# PAINT AND BODY SHOP SUPPLIES

Award pricing shall remain fixed for the Base Year Period (Base Years 1-2). Thereafter, pricing may be adjusted annually using the change (Increase or Decrease) of Consumer Price Index (CPI)

**SECTION 1**

| Item Num | Description | Min Order | Max Order | Unit of Measure | Price Per Unit | Comment |
|---|---|---|---|---|---|---|
| 102 | LONG STRAND FIBERGLASS FILLER | GALLON | 1 | 5 | $79.90 | |
| 103 | SHORT STRAND FIBERGLASS FILLER | GALLON | 1 | 5 | $66.22 | |
| 110 | WINDOW URETHANE ADHESIVE, 10.5OZ CARTRIDGE | EACH | 1 | 24 | $18.88 | |

Price quotations will be solicited from this bench for each purchase of the items listed below.

**SECTION 2**

| Item Num | Description | Min Order | Max Order | Unit of Measure | Price Per Unit | Comment |
|---|---|---|---|---|---|---|
| 1 | PRIMER | 1 | 12 | GALLON | $206.09 | |
| 2 | PRIMER SURFACER - GRAY | 1 | 12 | GALLON | $210.04 | |
| 3 | BASE COAT - RED | 1 | 3 | GALLON | $669.48 | |
| 4 | BASE COAT - SILVER | 1 | 6 | GALLON | $669.48 | |
| 5 | BASE COAT sbX BLUE | 1 | 3 | GALLON | **NO BID** | **NO BID** |
| 6 | BASE COAT - BLUE | 1 | 3 | GALLON | $405.28 | |
| 7 | BASE COAT - GREEN | 1 | 12 | GALLON | $669.48 | |
| 8 | BASE COAT - WHITE | 1 | 10 | GALLON | $405.28 | |
| 9 | CLEAR COAT - NON STOP | 1 | 20 | GALLON | $223.80 | |
| 10 | ACTIVATOR | 1 | 40 | PINT | $111.40 | |
| 11 | REDUCER - MID TEMP 60-90F | 1 | 20 | QUART | $103.44 | |
| 12 | ACTIVATOR - HIGH TEMP 90F + | 1 | 20 | QUART | $115.48 | |
| 13 | REDUCER | 1 | 20 | QUART | $75.80 | |
| 14 | CONTROLLER - STANDARD | 1 | 5 | GALLON | $147.72 | |

**ATTACHMENT A – SCOPE OF WORK**
**MNT19-42B**
**PAINT AND BODY SHOP SUPPLIES**

# I. SCOPE OF WORK

A. Body Shop Supplies

1. Contractor shall provide body shop supplies included but not limited to those on the attached spreadsheet (Exhibit 1). General List of body shop supplies include but not limited to:
   a. Grinding Supplies
   b. Sanding Supplies
   c. Cutting Supplies
   d. Polishing Supplies
   e. Fillers
   f. Adhesives
   g. Compounds

2. Quantities listed are based on Omnitrans' past usage. There is no guarantee of usage and orders shall be based on Omnitrans' needs. **Items listed shall be used for evaluation purposes only.**

3. Any reference to "Brand Names" is based on Omnitrans' past usage. "Brand Names" is used as a basis of design and to notify Bidders of items currently utilized.

4. Any substitutions for items that have been superseded and/or become obsolete shall be pre-approved by Omnitrans.

B. Paint and Paint Supplies

1. Contractor shall provide paint and paint supplies included but not limited to those on the attached spreadsheet (Exhibit 1).
   a. Quantities listed are based on Omnitrans' past usage. There is no guarantee of usage and orders shall be based on Omnitrans' needs. **Items listed shall be used for evaluation purposes only.**
   b. Any reference to "Brand Names" is based on Omnitrans' past usage. "Brand Names" is used as a basis of design and to notify Bidders of items currently utilized.

2. Contractor shall color match paint to Omnitrans colors.

3. Omnitrans shall provide paint samples as necessary.

4. Paint shall be tested by Omnitrans for the following characteristics:
   a. Paint Dry Time
   b. Ease of sanding
   c. Coverage and paint adhesion
   d. Degradation

5. Omnitrans reserves the right to change paint manufacturer for quality
6. Testing will take place in Omnitrans body shop facility by our painters.
7. Any substitutions for items that have been superseded and/or become obsolete shall be pre-approved by Omnitrans.

## II. GUARANTEE

A. Newly supplied and manufactured products shall provide a consistent and uniform color and sheen consistency for a period of not less than five (5) years.

B. Contractor shall provide a guarantee of product color reliability. Products shall be warranted against fading or other similar color shifts for a period of not less than two (2) years after application. Paint touch up activities during that period shall not be visible due to color or sheen changes of applied products.

C. All paint purchased by Omnitrans shall be fully mixed by Contractor and have no clumps, globs of unmixed paint. Such paint will be replaced or returned for credit issued to Omnitrans.

## III. DELIVERY

A. Contractor shall deliver all paint orders within forty-eight (48) hours of receipt of purchase order.

B. Delivery shall be made to the following address:
Omnitrans – East Valley
1700 W. 5th Street
San Bernardino, CA 92411

C. Any backorders over seven (7) business days shall be cancelled unless pre-approved by Omnitrans.

D. Packaging and labeling

1. All paint and related items must be packed in commercial containers of the type, size and kind appropriate for the product it contains and must be constructed to insure safe delivery and acceptance.

2. In compliance with South Coast Air Quality Management Rule 1151, paint related material shall have the Volatile Organic Compound (VOC) printed on the label as well as in the Safety Data Sheet(s) (SDS).

3. All packaging and all shipping practices are to be in complete compliance with all applicable federal, state and local laws and regulations.

4. All packages of paints and related items, including finishes, solvents, etc. must be labeled in compliance with the Global Harmonizing System (GHS) at a minimum, and include the following information:

   a. Quantity enclosed

   b. Materials shall be delivered in original, new and unopened packages and containers bearing manufacturer's name and label and the following information:

      i. Name or title of material
      ii. Product Description (Generic Classification or Binder Type)
      iii. Fed Spec. number, if applicable
      iv. Manufacturer's stock number and date of manufacturer
      v. Manufacturer's name
      vi. Contents by volume, for major pigment and vehicle constituents
      vii. Thinning instructions
      viii. Application instructions
      ix. Color name and number
      x. VOC Content
      xi. EPA # (where applicable)
      xii. Chemical Asterisk System (CAS) # (where applicable)
      xiii. Directions for use
      xiv. Recommended storage precautions

   c. The chemical or common name of substances listed in the "Right to Know List of Hazardous Chemicals " and the names of other substances that are among the five most predominant substances in the container.

## IV. REGULATION

A. Any product that poses potential hazards to personnel or property must have a warning label which conforms to all Federal and State requirements and the Community Right to Know Act. An antidote statement must be included where required. All products must comply with pertinent OSHA rules, regulations and guidelines.

B. Contractor shall provide all Safety Data Sheet(s) (SDS) for all chemical products prior to shipping to Omnitrans for review and approval, as applicable.

**CONTRACT AGREEMENT**

between

| | |
|---|---|
| CONTRACTOR<br>Sunbelt Sports Paint, Inc.<br>13808 E. Imperial HWY Ste 340<br>Santa Fe Springs, CA 90670<br><br>(hereinafter "CONTRACTOR")<br>Telephone: (562) 404-9600<br>Email: true-colors@mail.com<br><br>Remit Address<br>PO Box 3422<br>Huntington Beach, CA 92605 | **CONTRACT DOCUMENTS**<br><br>**CONTRACT NO. MNT19-42C**<br><br>**<u>Paint and Body Shop Supplies</u>** |
| And | Contract Amount: $5,000.00 |
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>(hereinafter "OMNITRANS") | <u>Omnitrans Project Manager</u>:<br>Name: Victoria Chesney<br>Title: Maintenance Supervisor<br>Telephone: (909) 379-7184<br>Email: Victoria.Chesney@omnitrans.org<br><br><u>Contract Administrator</u>:<br>Name: Angelica Jara<br>Title: Contract Review Analyst<br>Telephone: (909) 379-7246<br>Email: angelica.jara@omnitrans.org |

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ATTACHMENT A – SCOPE OF WORK

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This Agreement is made and entered into as of this 19 day of July 2019, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Sunbelt Sports Paint, Inc. (hereinafter referred to as "CONTRACTOR").

## RECITALS

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

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

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

## 1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

## 2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through July 18, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from July 19, 2021 through July 18, 2024, which period encompasses the Initial Term and the Option Year One, Option Year Two, and Option Year Three.

## 3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

## 4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Five Thousand Dollars ($ 5,000.00), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

## 5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

Accountspayable@omnitrans.org
Contracts@omnitrans.org

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

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

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

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

C. TITLE

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

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

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

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

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

## 6. AUDIT AND INSPECTION OF RECORDS

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

## 7. NOTIFICATION

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

| To OMNITRANS: | To CONTRACTOR: |
|---|---|
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>Attn: Angelica Jara<br>Contract Review Analyst | Sunbelt Sports Paint, Inc.<br>13808 E Imperial HWY Ste 340<br>Santa Fe Springs, CA 90670<br>Attn: Marian Stan<br>Manager |

## 8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

### A. OMNITRANS' Project Manager

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

Project Manager: Victoria Chesney, Maintenance Supervisor

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

b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

   1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

   2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

   3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. **Contractor's Key Personnel**

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

| Name | Role |
|---|---|
| Marian Stan | Manager |
| | |
| | |

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

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

## 9. DISPUTE RESOLUTION

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

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

## 10. TERMINATION FOR CONVENIENCE

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

## 11. TERMINATION FOR BREACH OF AGREEMENT

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

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. ASSIGNMENT

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

## 13. SUBCONTRACTING

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

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

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

## 14. INDEPENDENT CONTRACTOR

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

## 15. INSURANCE

### A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

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

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

2) **Deductibles or Self-Insured Retention (SIR)**

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

3) **Other Insurance Provisions**

   **a. Commercial General Liability and Automobile Liability**

   Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name <u>Omnitrans, its officers, officials, employees, agents and volunteers</u> as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or

used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

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

**b. Workers' Compensation**

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

**c. Care, Custody, and Control**

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

4) **Acceptability of Insurers**

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

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

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

7) **Notification of Terminated Insurance**

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

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured*.

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured*.

10) ☒ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## 16. INDEMNITY

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

## 17. REVISIONS IN SCOPE OF WORK

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

## 18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## 19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

## 20. OWNERSHIP RIGHTS

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

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

## 21. WORK FOR HIRE

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

## 22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

## 23. EQUAL OPPORTUNITY

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

## 24. STANDARD OF PERFORMANCE

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

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

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

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

## 26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

## 27. COMPLIANCE WITH LAW

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

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

## 28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## 29. PUBLIC RECORDS ACT

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

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## 30. WAIVER/INVALIDITY

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

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

## 31. FORCE MAJEURE

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

## 32. CONFIDENTIALITY

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

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

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

## 34. GOVERNING LAW

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

## 35. MODIFICATIONS TO AGREEMENT

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

## 36. LICENSING, PERMITS AND INSPECTION COSTS

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

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

## 37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFQ-MNT19-42R and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated April 24, 2019 and its Appendices, Exhibits, Attachments.

## 38. ENTIRE AGREEMENT

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

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

| OMNITRANS | Sunbelt Sports Paint, Inc. |
|---|---|
| _____ | _____ |
| P. Scott Graham<br>CEO/General Manager | Marian Stan<br>Manager |
| _____ | _____ |
| Date | Date |
| | Federal Tax I.D. No. 33-0579290 |

CM _____

**ATTACHMENT A – SCOPE OF WORK**
**MNT19-42C**
**PAINT AND BODY SHOP SUPPLIES**

# I. SCOPE OF WORK

A. Body Shop Supplies

1. Contractor shall provide body shop supplies included but not limited to those on the attached spreadsheet (Exhibit 1). General List of body shop supplies include but not limited to:
   a. Grinding Supplies
   b. Sanding Supplies
   c. Cutting Supplies
   d. Polishing Supplies
   e. Fillers
   f. Adhesives
   g. Compounds

2. Quantities listed are based on Omnitrans' past usage. There is no guarantee of usage and orders shall be based on Omnitrans' needs. **Items listed shall be used for evaluation purposes only.**

3. Any reference to "Brand Names" is based on Omnitrans' past usage. "Brand Names" is used as a basis of design and to notify Bidders of items currently utilized.

4. Any substitutions for items that have been superseded and/or become obsolete shall be pre-approved by Omnitrans.

B. Paint and Paint Supplies

1. Contractor shall provide paint and paint supplies included but not limited to those on the attached spreadsheet (Exhibit 1).
   a. Quantities listed are based on Omnitrans' past usage. There is no guarantee of usage and orders shall be based on Omnitrans' needs. **Items listed shall be used for evaluation purposes only.**
   b. Any reference to "Brand Names" is based on Omnitrans' past usage. "Brand Names" is used as a basis of design and to notify Bidders of items currently utilized.

2. Contractor shall color match paint to Omnitrans colors.

3. Omnitrans shall provide paint samples as necessary.

4. Paint shall be tested by Omnitrans for the following characteristics:
   a. Paint Dry Time
   b. Ease of sanding
   c. Coverage and paint adhesion
   d. Degradation

5. Omnitrans reserves the right to change paint manufacturer for quality
6. Testing will take place in Omnitrans body shop facility by our painters.
7. Any substitutions for items that have been superseded and/or become obsolete shall be pre-approved by Omnitrans.

## II. GUARANTEE

A. Newly supplied and manufactured products shall provide a consistent and uniform color and sheen consistency for a period of not less than five (5) years.

B. Contractor shall provide a guarantee of product color reliability. Products shall be warranted against fading or other similar color shifts for a period of not less than two (2) years after application. Paint touch up activities during that period shall not be visible due to color or sheen changes of applied products.

C. All paint purchased by Omnitrans shall be fully mixed by Contractor and have no clumps, globs of unmixed paint. Such paint will be replaced or returned for credit issued to Omnitrans.

## III. DELIVERY

A. Contractor shall deliver all paint orders within forty-eight (48) hours of receipt of purchase order.

B. Delivery shall be made to the following address:
Omnitrans – East Valley
1700 W. 5th Street
San Bernardino, CA 92411

C. Any backorders over seven (7) business days shall be cancelled unless pre-approved by Omnitrans.

D. Packaging and labeling

1. All paint and related items must be packed in commercial containers of the type, size and kind appropriate for the product it contains and must be constructed to insure safe delivery and acceptance.

2. In compliance with South Coast Air Quality Management Rule 1151, paint related material shall have the Volatile Organic Compound (VOC) printed on the label as well as in the Safety Data Sheet(s) (SDS).

3. All packaging and all shipping practices are to be in complete compliance with all applicable federal, state and local laws and regulations.

4. All packages of paints and related items, including finishes, solvents, etc. must be labeled in compliance with the Global Harmonizing System (GHS) at a minimum, and include the following information:

   a. Quantity enclosed

   b. Materials shall be delivered in original, new and unopened packages and containers bearing manufacturer's name and label and the following information:

      i. Name or title of material
      ii. Product Description (Generic Classification or Binder Type)
      iii. Fed Spec. number, if applicable
      iv. Manufacturer's stock number and date of manufacturer
      v. Manufacturer's name
      vi. Contents by volume, for major pigment and vehicle constituents
      vii. Thinning instructions
      viii. Application instructions
      ix. Color name and number
      x. VOC Content
      xi. EPA # (where applicable)
      xii. Chemical Asterisk System (CAS) # (where applicable)
      xiii. Directions for use
      xiv. Recommended storage precautions

   c. The chemical or common name of substances listed in the "Right to Know List of Hazardous Chemicals " and the names of other substances that are among the five most predominant substances in the container.

## IV. REGULATION

A. Any product that poses potential hazards to personnel or property must have a warning label which conforms to all Federal and State requirements and the Community Right to Know Act. An antidote statement must be included where required. All products must comply with pertinent OSHA rules, regulations and guidelines.

B. Contractor shall provide all Safety Data Sheet(s) (SDS) for all chemical products prior to shipping to Omnitrans for review and approval, as applicable.

# EXHIBIT 1
# MNT19-42C
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **PAINT, SEALER, PRIMER, COATING, CLEANER** | | | | | |
| 1 | PRIMER | 1 | GALLON | 12 | CROMAX | |
| 2 | PRIMER SURFACE - GRAY | 1 | GALLON | 12 | CROMAX | LE3004S |
| 3 | BASE COAT - RED | 1 | GALLON | 3 | CROMAX PRO | 0200CP - PANTONE 187C |
| 4 | BASE COAT - SILVER | 1 | GALLON | 6 | CROMAX PRO | WBC0201 CP4 - PANTONE PRO VOC-LE AP 0.9 |
| 5 | BASE COAT - BLUE (sbX) | 1 | GALLON | 3 | CROMAX PRO | L1750CP - PANTONE 286C |
| 6 | BASE COAT - BLUE | 1 | GALLON | 3 | CROMAX PRO | BS538 CP1 - PANTONE 660C |
| 7 | BASE COAT - GREEN | 1 | GALLON | 12 | CROMAX PRO | M4967 CP3 EF - PANTONE 369C |
| 8 | BASE COAT - WHITE | 1 | GALLON | 10 | CROMAX PRO | WBC 493703 CP3 - DUPONT 830652 EF L0007 |
| 9 | CLEAR COAT - NON-STOP | 1 | GALLON | 20 | CROMAX PRO | LE5600S |
| 10 | ACTIVATOR | 1 | GALLON | 5 | CROMAX PRO | WB 2075 |
| 11 | REDUCER - MID TEMP | 1 | GALLON | 5 | CROMAX PRO | LE3075S |
| 12 | ACTIVATOR - HIGH TEMP 90F + | 1 | GALLON | 5 | CROMAX PRO | LE5605S |
| 13 | REDUCER | 1 | GALLON | 5 | CROMAX PRO | LE5675S |
| 14 | CONTROLLER - STANDARD | 1 | GALLON | 5 | CROMAX PRO | WB 2040 |
| | **PAINT SUPPLIES** | | | | | |
| 15 | STANDARD KIT - LIDS | 25 | PKG | 10 | 3M | 16000 |
| 16 | PPS/LINER - PAINT GUN LINER | 25 | BOX | 10 | 3M | 16301 |
| 17 | 4" PLASTIC SPREADER | 1 | EACH | 25 | NO PREF | GLE1204 |
| 18 | 32OZ MIXING CUPS | 100 | BOX | 50 | NO PREF | GLE932 |
| 19 | BLUE BLEAD PREP TACK | 12 | BOX | 10 | NO PREF | GSN20008C |
| 20 | AEROSOL GUN CLEANER, 15 OZ | 1 | EACH | 40 | KLEEN STRIP | KLEENGC11131 |
| 21 | 3 - 9/16" ACID BRUSH | 1 | EACH | 50 | NO PREF | MAC7-3/EA |
| 22 | (SINGLE) OXFORD BRUSH | 1 | EACH | 50 | NO PREF | MACB100 |
| 23 | 20 X 25 ECO OVERSPRAY ARRESTOR, (40 PER CASE) | 50 | CASE | 5 | PAINT POCKETS | PPG-020-025-040 |
| | **GRINDING, SANDING, CUTTING, POLISHING** | | | | | |
| 24 | 5" FIBER DISC, 36 GRIT SANDPAPER | 20 | PKG | 10 | NO PREF | N/A |
| 25 | 5" FIBER DISC, 24 GRIT SANDPAPER | 20 | PKG | 10 | NO PREF | N/A |
| 26 | 2" 36 GRIT GREEN CORPS | 25 | BOX | 10 | 3M | 1397 |
| 27 | 2" 24 GRIT GREEN CORPS ABRASIVE DISC | 25 | BOX | 10 | 3M | 1398 |
| 28 | P80 GRIT 8' STIKIT DISC | 25 | BOX | 10 | 3M | 1549 |
| 29 | P80 GRIT 2-3/4" X16" | 50 | PKG | 10 | 3M | 1791 |
| 30 | P400 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1811 |
| 31 | P320 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1812 |
| 32 | P220 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1815 |
| 33 | P150 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1817 |
| 34 | P80 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1820 |
| 35 | P80 GRIT IMPERIAL HOOK & LOOP | 40 | BOX | 10 | 3M | 1850 |
| 36 | P36 GRIT IMPERIAL HOOK & LOOP | 40 | BOX | 10 | 3M | 1853 |
| 37 | 36 GRIT 5" X 7/8" FIBRE DISC | 1 | EACH | 100 | 3M | 1914 |
| 38 | 24 GRIT 5" X 7/8" FIBRE DISC | 1 | EACH | 100 | 3M | 1915 |
| 39 | 3 X 1/32 X 3/8 CUT OFF | 1 | EACH | 100 | 3M | 1989 |
| 40 | P80 GRIT 2-3/4" X 17-1/2" | 25 | BOX | 10 | 3M | 2220 |
| 41 | P80 GRIT 2-3/4" X 16" | 25 | BOX | 10 | 3M | 2702 |
| 42 | 2-3/4 X 5" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5207 |
| 43 | 2-3/4" X 7"-1/2" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5208 |

# EXHIBIT 1
# MNT19-42C
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **GRINDING, SANDING, CUTTING, POLISHING** | | | | | |
| 44 | 2-3/4" X 16" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5209 |
| 45 | 8" HOOKIT FOAM | 1 | EACH | 10 | 3M | 5723 |
| 46 | 8" FOAM POLISHING PAD | 1 | EACH | 10 | 3M | 5725 |
| 47 | 2-3/4" X 5" HOOKIT SOFT | 1 | EACH | 10 | 3M | 5742 |
| 48 | 8" HOOKIT DISC PAD D/F | 1 | EACH | 10 | 3M | 5781 |
| 49 | 36 GRIT 2-3/4" X 16" HOOKIT | 1 | EACH | 10 | 3M | |
| 50 | SCRATCHPADS GENERAL | 10 | PKG | 25 | SCOTCH-BRITE | 403R56 |
| 51 | SCRATCHPADS ULTRA FINE | 1 | EACH | 50 | SCOTCH-BRITE | 7448 |
| 52 | 6" SANDING DISC | 1 | EACH | 50 | SCOTCH-BRITE | 7467 |
| 53 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 54 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 55 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 56 | 6" DA SANDING DISC | 50 | BOX | 10 | 3M | |
| 57 | 6" DA SANDING DISC | 50 | BOX | 10 | 3M | |
| 58 | 6" DA SANDING DISC P1500 GRIT CLEAR COAT- FOAM BACKED | 100 | ROLL | 40 | 3M | 02088 |
| 59 | 6" DA SANDING DISC P3000 GRIT - FOAM BACKED | 100 | ROLL | 40 | 3M | 02085 |
| 60 | 9" X 11" WET/DRY SANDPAPER P400 GRIT | 250 | PKG | 5 | 3M | |
| 61 | 9" X 11" WET/DRY SANDPAPER P600 GRIT | 100 | PKG | 10 | 3M | |
| | **GENERAL SUPPLIES** | | | | | |
| 62 | BLACK/ BED LINER KIT | 1 | EACH | 3 | RAPTOR | UPO825 |
| 63 | 1/2" X 20 YD AUTOMOTIVE ATTACHMENT TAPE | 1 | EACH | 5 | 3M | 6380 |
| 64 | 1/2"X 20 YD AUTOMOTIVE ACRYLIC TAPE | 1 | EACH | 5 | 3M | 6382 |
| 65 | 1/4" X 20 YD ACRYLIC TAPE | 1 | EACH | 5 | 3M | 6386 |
| 66 | FLEXIBLE BUMPER COATER - LOW VOC | 1 | QUART | 5 | 3M | |
| 67 | HOOL AND LOOP FASTENER 12" X 1" CINCH STRAP | 10 | PKG | 5 | 3M | 6480 |
| 68 | 18" BLACK SLIP RESISTANT TAPE | 1 | EACH | 15 | 3M | 19299 |
| 69 | 2" CHIP BRUSH | 36 | BOX | 2 | | |
| 70 | AUTOMOTIVE PAINT MASKING TAPE 18MM | 1 | EACH | 50 | 3M SCOTCH | |
| 71 | AUTOMOTIVE PAINT MASKING TAPE 36MM | 1 | EACH | 50 | 3M SCOTCH | 26338 |
| 72 | RECLOSABLE FASTENING TAPE - TRANSLUCENT | 1 | EACH | 15 | 3M | 6463 |
| 73 | 1/4" PRECISION MASKING TAPE | 1 | EACH | 15 | 3M | 06525 |
| 74 | 1/4" BLUE MASKING TAPE | 1 | EACH | 15 | 3M SCOTCH | 6405 |
| 75 | AUTOMOTIVE PAINTING MASKING PAPER, 6" X 750' | 1 | EACH | 15 | 3M | 06706 |
| 76 | AUTOMOTIVE PAINTING MASKING PAPER, 12" X 750' | 1 | EACH | 15 | 3M | 06538 |
| 77 | AUTOMOTIVE PAINTING MASKING PAPER, 18" X 750' | 1 | EACH | 15 | 3M | 06539 |
| 78 | AUTOMOTIVE PAINTING MASKING PAPER, 36" X 750' | 1 | EACH | 15 | 3M | 6540 |
| 79 | ATTACHMENT TAPE, 7/8" X 20 YARDS | 1 | ROLL | 5 | 3M | |
| 80 | PAINT STRAINERS, FINE 190 MICRON FILTER TIPS NYLON MESH | 50 | PACK | 2 | TCP GLOBAL | PS-190B-50PK |
| 81 | PROTECTIVE PAINT OVERSPRAY SHEETING 20' x 250' | 1 | EACH | 3 | 3M | 06728 |
| 82 | WOOD PAINT PADDLES, 12"l x 1"w | 25 | BOX | 25 | CUSTOM SHOP | KUS MIX12-25 |
| 83 | SINGLE EDGE RAZOR BLADES | 100 | PKG | 10 | OEMTOOLS | 25181 |
| 84 | SHEET - MARINE PLYWOOD A-B-EXT APA 24" X 48" | 1 | EACH | 5 | NO PREF | N/A |
| 85 | APPLICATION SQUEEGEE - ORANGE | 1 | EACH | 24 | 3M SCOTCH | 71607 |
| 86 | APPLICATION SQUEEGEE - BLUE - 5 PACK | 1 | EACH | 24 | 3M SCOTCH | 71601 |

# EXHIBIT 1
# MNT19-42C
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **FILLERS, ADHESIVES, COMPOUNDS** | | | | | |
| 87 | AUTO GLASS URETHANE WINDSHIELD ADHESIVE | 1 | EACH | 25 | 3M | 8693 |
| 88 | STATIC MIXING NOZZLE 400ML - 6/BAG | 6 | PACK | 6 | 3M | 08193/ 08194 |
| 89 | STATIC MIXING NOZZLE 200ML - 6/BAG | 6 | PACK | 6 | 3M | 08193/ 08194 |
| 90 | RUBBING COMPOUND - SUPER DUTY | 1 | QUART | 5 | 3M | 5954 |
| 91 | RUBBING COMPOUND | 1 | QUART | 5 | 3M | 36060 |
| 92 | PLASTIC ADHESIVE WITH APPLICATOR AND NOZZLES | 1 | EACH | 24 | 3M | 4247 |
| 93 | SUPER FAST PLASTIC ADHESIVE + APPLICATOR/NOZZLES | 1 | EACH | 24 | 3M | 4747 |
| 94 | UNDERCOAT, 15OZ | 1 | EACH | 5 | 3M | 8882 |
| 95 | ADHESIVE REMOVER, 16OZ | 1 | EACH | 5 | 3M | 03618 |
| 96 | ALL METAL BODY FILLER REPAIR COMPOUND | 1 | QUART | 5 | EVERCOAT | 14060 |
| 97 | BODY FILLER | 1 | GALLON | 5 | 3M | 01131 |
| 98 | BONDO SPREADER, 5 INCH | 1 | EACH | 25 | NO PREF | N/A |
| 99 | FIBERGLASS CLOTH, 8' | 1 | EACH | 10 | NO PREF | N/A |
| 100 | FIBERGLASS MAT, 8' | 1 | EACH | 15 | 3M | 05837 |
| 101 | FIBERGLASS RESIN | 1 | GALLON | 5 | EVERCOAT | 100865 |
| 102 | LONG STRAND FIBERGLASS FILLER | 1 | GALLON | 5 | EVERCOAT | FGE 869 |
| 103 | SHORT STRAND FIBERGLASS FILLER | 1 | GALLON | 5 | EVERCOAT | FGE 622 |
| 104 | EPOXY PLASTIC REPAIR - MULTI PURPOSE, 6.75OZ | 1 | EACH | 15 | 3M | 05887 |
| 105 | URETHANE PLASTIC REPAIR - SEMI RIGID, 6.75OZ | 1 | EACH | 15 | 3M | 04240 |
| 106 | EPOXY BASED ADHESIVE/FILLER, 6.75OZ | 1 | EACH | 15 | 3M | 05885 |
| 107 | STRUCTURAL GUAZE REINFORCEMENT PATCH, 5" X 12' | 1 | ROLL | 10 | 3M | 04904 |
| 108 | WHITE ADHESIVE SEALANT | 1 | EACH | 30 | SIKAFLEX | SIKAFLEX 221 |
| 109 | BLACK ADHESIVE SEALANT | 1 | EACH | 30 | SIKAFLEX | SIKAFLEX 221 |
| 110 | WINDOW URETHANE ADHESIVE, 10.5OZ CARTRIDGE | 1 | EACH | 24 | 3M | 8609 |
| 111 | SUPER TRIM ADHESIVE, 19OZ AERESOL | 1 | EACH | 24 | | |

****Quantities listed are based on Omnitrans' past usage.**
**There is no guarantee of usage and orders shall be based on Omnitrans' needs.**

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

# Required Clauses for All FTA-Assisted Third-Party Contracts and Subcontracts

**RR-01**
**NO FEDERAL OBLIGATION TO THIRD PARTIES ***

In connection with the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the Project.

**RR-02**
**FALSE OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD ***

A. Civil Fraud.
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, apply to the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

B. Criminal Fraud.
If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient

the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

C. 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-03**
**ACCESS TO THIRD PARTY CONTRACT RECORDS ***

A. Access to Third Party Contract Records.
The Recipient agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

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.

B. 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.

C. 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-04**

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

A. 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.

B. 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-05**

**CIVIL RIGHTS REQUIREMENTS (TITLE VI, ADA, EEO (EXCEPT SPECIAL DOL CONSTRUCTION CLAUSE ***

A. 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.

B. 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-06**
**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 agency's overall goal for DBE participation is 1%**.**

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.

# Required Clauses for Awards Exceeding $2,000

**RR-07**

**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 with 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-08**
**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.

# Required Clauses for Awards Exceeding $10,000

**RR-09**
**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 compete 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.

# Required Clauses for Awards Exceeding $25,000

**RR-010**

**SUSPENSION AND DEBARMENT***

A. 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.

B. 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.

# Awards Exceeding $100,000 by Statute

**RR-011**
**COMPLIANCE WITH FEDERAL LOBBYING POLICY ***

A. 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-012**
**CLEAN WATER AND CLEAN AIR REQUIREMENTS***

**A. 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.

B**.** **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-013**
**NON-CONSTRUCTION ACTIVITIES**

Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

# Required Clauses for Awards Exceeding the Simplified Acquisition Threshold ($150,000)

**RR-014**
**BUY AMERICA ***

A. 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.

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

**RR-015**

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

**Applicability to Contracts**

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

**Flow Down**

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

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

# Transport of Property or Persons

**RR-016**
**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 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-017**
**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.

# CONSTRUCTION ACTIVITIES

**RR-018**
**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 with 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-019**
**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-020
## 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 five (5) 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-021**
**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.

# NON-CONSTRUCTION ACTIVITIES

Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

# TRANSIT OPERATIONS

**RR-022**
**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.

## CHARTER BUS OPERATION

**Charter Service Operations.**
The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the Charter Service Agreement in its latest annual Certifications and Assurances to FTA and does conduct charter service operations prohibited by FTA's Charter Service regulations, the Recipient understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to FTA's Charter Service regulations.

## SCHOOL BUS OPERATIONS

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605 to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the School Transportation Agreement in its latest annual Certifications and Assurances to FTA and does conduct school transportation operations prohibited by FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent those regulations are consistent with 49 U.S.C. §§ 5323(f) or (g), the Recipient understands and agrees that: (1) the requirements of FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractor, or other participants in the project provide, (2) the definitions of FTA's School Bus Operations regulations will apply to the Recipient's school transportation operations, and (3) if there is a violation of FTA's School Bus Operations regulations, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), FTA will bar the Recipient, subrecipient, lessee, third party contractor, or other Project participant operating public transportation that has violated FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), from receiving Federal transit assistance in an amount FTA considers appropriate.

## RR-023
## 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

# PLANNING, RESEARCH, DEVELOPMENT AND DEMONSTRATION PROJECTS

**PATENT RIGHTS**

a. General. If any invention, improvement, or discovery of the Recipient or of any subrecipient, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.

b. Federal Rights. The Recipient agrees that its rights and responsibilities, and those of each

subrecipient, lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Recipient agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§ 200 *et seq*., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401, irrespective of the status of the Recipient, subrecipient, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).

c. License Fees and Royalties. FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq*., which applies to patent rights developed under a research project.

**RIGHTS IN DATA AND COPYRIGHTS**

a. Definition. The term "subject data," as used in this Section 18 of this Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" do not include financial reports, cost analyses, or other similar information used for Project administration.

b. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:

> (1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.
>
> (2) The restrictions on publication of Paragraph 18.b(1) of this Master Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The Recipient agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection 18.c of this Master Agreement. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's

consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:

(1) Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a subagreement, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a Recipient, subrecipient, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the Recipient agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Recipient agrees to provide other reports pertaining to the Project that FTA may request. The Recipient agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the Recipient of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of this Master Agreement, FTA may make available to any FTA recipient, subrecipient, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.a of this Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use when the costs thereof are financed with Federal assistance through an FTA capital program.

e. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq*., which applies to patent rights developed under a research project.

f. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

g. Restrictions on Access to Patent Rights. Nothing in Section 18 of this Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

h. Data Developed Without Federal Funding or Support. In connection with the Project, the Recipient may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the Recipient understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

i. Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the Recipient understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records).

# SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

### SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

To the extent required by Federal law, the State agrees that, in administering any Federal assistance Program or Project supported by the Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as may be applicable, and the amount of Federal assistance FTA provided.

# MISCELLANEOUS SPECIAL REQUIREMENTS

**RR-024**
**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-025**
**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.

**NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS**

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**RR-026**
**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.

# NOT INCLUDED IN UPDATED POLICY

**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**
**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-06**
**VETERANS PREFERENCE**

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

**END OF REGULATORY REQUIREMENTS**

# ATTACHMENT C - PRICING
# MNT19-42C
# PAINT AND BODY SHOP SUPPLIES

Award pricing shall remain fixed for the Base Year Period (Base Years 1-2). Thereafter, pricing may be adjusted annually using the change (Increase or Decrease) of Consumer Price Index (CPI)

| SECTION 1 | | | | | | |
|---|---|---|---|---|---|---|
| Item Num | Description | Min Order | Max Order | Unit of Measure | Price Per Unit | Comment |
| 17 | 4" PLASTIC SPREADER | 1 | 25 | EACH | $0.25 | |
| 18 | 32OZ MIXING CUPS | 1 | 5000 | EACH | $0.39 | |
| 36 | P36 GRIT IMPERIAL HOOK & LOOP | 1 | 400 | EACH | $5.00 | |
| 42 | 2-3/4 X 5" HOOKIT SANDING BLOCK | 1 | 10 | EACH | $76.00 | |
| 43 | 2-3/4" X 7"-1/2" HOOKIT SANDING BLOCK | 1 | 10 | EACH | $78.00 | |
| 44 | 2-3/4" X 16" HOOKIT SANDING BLOCK | 1 | 10 | EACH | $132.00 | |
| 45 | 8" HOOKIT FOAM | 1 | 5 | BAG | $34.00 | 2 Per Bag |
| 46 | 8" FOAM POLISHING PAD | 1 | 5 | BAG | $34.00 | 2 Per Bag |
| 53 | 2 3/4 X 16 1/2 FILE SANDPAPER | 1 | 500 | EACH | $0.56 | |
| 54 | 2 3/4 X 16 1/2 FILE SANDPAPER | 1 | 500 | EACH | $0.56 | |
| 55 | 2 3/4 X 16 1/2 FILE SANDPAPER | 1 | 500 | EACH | $0.56 | |
| 60 | 9" X 11" WET/DRY SANDPAPER P400 GRIT | 1 | 1250 | EACH | $0.86 | |
| 61 | 9" X 11" WET/DRY SANDPAPER P600 GRIT | 1 | 1000 | EACH | $0.86 | |
| 68 | 18" BLACK SLIP RESISTANT TAPE | 1 | 15 | EACH | $396.00 | |
| 70 | AUTOMOTIVE PAINT MASKING TAPE 18MM | 1 | 50 | EACH | $3.12 | |
| 71 | AUTOMOTIVE PAINT MASKING TAPE 36MM | 1 | 50 | EACH | $7.00 | |
| 72 | RECLOSABLE FASTENING TAPE - TRANSLUCENT | 1 | 15 | EACH | $126.00 | |
| 86 | APPLICATION SQUEEGEE - BLUE - 5 PACK | 1 | 25 | EACH | $1.40 | |
| 91 | RUBBING COMPOUND | 1 | 5 | QUART | $28.00 | |
| 95 | ADHESIVE REMOVER, 16OZ | 1 | 5 | EACH | $9.00 | |
| 98 | BONDO SPREADER, 5 INCH | 1 | 25 | EACH | $0.34 | Hit T1204Y |
| 99 | FIBERGLASS CLOTH, 8' | 1 | 10 | EACH | $16.00 | DYN699 - 3M 5838 Disc |
| 100 | FIBERGLASS MAT, 8' | 1 | 15 | EACH | $15.00 | DYN688 - 3M 5837 Disc |
| 20 | AEROSOL GUN CLEANER | 1 | 40 | EACH | $6.06 | KLEENGC0 |
| 23 | 20 X 25 ECO OVERSPRAY ARRESTOR, | 1 | 250 | EACH | $2.97 | |
| 28 | P80 GRIT 8' STIKIT DISC | 1 | 250 | EACH | $2.20 | |
| 34 | P80 GRIT CLEAN SANDING | 1 | 500 | EACH | $1.08 | |
| 35 | P80 GRIT IMPERIAL HOOK & LOOP | 1 | 400 | EACH | $2.96 | |
| 37 | 36 GRIT 5" X 7/8" FIBRE DISC | 1 | 100 | EACH | $4.40 | |
| 38 | 24 GRIT 5" X 7/8" FIBRE DISC | 1 | 100 | EACH | $4.40 | |
| 41 | P80 GRIT 2-3/4" X 16" | 1 | 250 | EACH | $1.36 | |
| 47 | 2-3/4" X 5" HOOKIT SOFT | 1 | 10 | EACH | $34.00 | |
| 48 | 8" HOOKIT DISC PAD D/F | 1 | 10 | EACH | $48.00 | |
| 49 | 36 GRIT 2-3/4" X 16" HOOKIT | 1 | 10 | EACH | $14.00 | |
| 56 | 6" DA SANDING DISC | 1 | 500 | EACH | $1.48 | |
| 57 | 6" DA SANDING DISC | 1 | 500 | EACH | $1.48 | |
| 69 | 2" CHIP BRUSH | 1 | 72 | EACH | $0.63 | |
| 80 | PAINT STRAINERS, FINE 190 MICRON FILTER TIPS NYLON MESH | 1 | 100 | EACH | $0.07 | Gerson 010614 |
| 81 | PROTECTIVE PAINT OVERSPRAY SHEETING 20' x 250' | 1 | 3 | EACH | $56.00 | |
| 83 | SINGLE EDGE RAZOR BLADES | 1 | 1000 | EACH | $0.04 | Hit T1009 |
| 88 | STATIC MIXING NOZZLE 400ML - 6/BAG | 1 | 36 | EACH | $1.68 | |
| 92 | PLASTIC ADHESIVE WITH APPLICATOR AND NOZZLES | 1 | 24 | EACH | $42.00 | |
| 93 | SUPER FAST PLASTIC ADHESIVE + APPLICATOR/NOZZLES | 1 | 24 | EACH | $20.00 | |
| 101 | FIBERGLASS RESIN | 1 | 5 | GALLON | $154.00 | |
| 104 | EPOXY PLASTIC REPAIR - MULTI PURPOSE, 6.75OZ | 1 | 15 | EACH | $41.00 | |
| 105 | URETHANE PLASTIC REPAIR - SEMI RIGID, 6.75OZ | 1 | 15 | EACH | $43.00 | |
| 106 | EPOXY BASED ADHESIVE/FILLER, 6.75OZ | 1 | 15 | EACH | $43.00 | |
| 107 | STRUCTURAL GUAZE REINFORCEMENT PATCH, 5" X 12' | 1 | 10 | EACH | $18.00 | |

# ATTACHMENT C - PRICING
# MNT19-42C
# PAINT AND BODY SHOP SUPPLIES

Award pricing shall remain fixed for the Base Year Period (Base Years 1-2). Thereafter, pricing may be adjusted annually using the change (Increase or Decrease) of Consumer Price Index (CPI)

Price quotations will be solicited from this bench for each purchase of the items listed below.

| SECTION 2 | | | | | | |
|---|---|---|---|---|---|---|
| **Item Num** | **Description** | **Min Order** | **Max Order** | **Unit of Measure** | **Price Per Unit** | **Comment** |
| 1 | PRIMER | 1 | 12 | GALLON | $90.00 | EP210-LG, Lusid Technologies |
| 2 | PRIMER SURFACER - GRAY | 1 | 12 | GALLON | $76.00 | GTP210-LG, Lusid Technologies |
| 3 | BASE COAT - RED | 1 | 3 | GALLON | $340.00 | General |
| 4 | BASE COAT - SILVER | 1 | 6 | GALLON | $360.00 | General |
| 5 | BASE COAT sbX BLUE | 1 | 3 | GALLON | $350.00 | General |
| 6 | BASE COAT - BLUE | 1 | 3 | GALLON | $340.00 | General |
| 7 | BASE COAT - GREEN | 1 | 12 | GALLON | $360.00 | General |
| 8 | BASE COAT - WHITE | 1 | 10 | GALLON | $254.00 | General |
| 9 | CLEAR COAT - NON STOP | 1 | 20 | GALLON | $78.00 | Lusid Technologies |
| 10 | ACTIVATOR | 1 | 5 | GALLON | $30.00 | General, Waterbase Reducer S120 |
| 11 | REDUCER - MID TEMP 60-90F | 1 | 5 | GALLON | $38.00 | General, Activator GTP210LG |
| 12 | ACTIVATOR - HIGH TEMP 90F + | 1 | 5 | GALLON | $52.00 | Lusid GH075 Activator for GT211 |
| 13 | REDUCER | 1 | 5 | GALLON | $28.00 | S065 Reducer, Lusid Technologies |
| 14 | CONTROLLER - STANDARD | 1 | 5 | GALLON | $35.00 | S021M Reducer, Lusid Technologies |

SUBJECT
**PROHIBITING WEAPONS IN THE WORKPLACE**

APPROVED BY OMNITRANS BOARD OF DIRECTORS

DATE: June 7, 2017

## I. Purpose

It is the policy of Omnitrans to maintain a work environment that is safe for all persons, including the community, and conducive to attaining high work standards. To achieve these objectives, the Agency prohibits the possession of firearms and weapons in the work place, regardless of any license or permit that an individual may have which otherwise authorizes the individual to carry firearms or weapons.

It is illegal and a criminal violation to possess weapons in public buildings (California Penal Code 171b and 171.7).

## II. Scope

This policy applies to all Omnitrans employees, including but not limited to staffing agency workers and contractors working for or with the Agency at any time, regardless of whether the Agency is the actual employer.

Possession of firearms and weapons is prohibited at all Omnitrans' offices, parking lots, agency vehicles and job sites, and in all Agency vehicles.

The following person/s are exempt from this policy as stated: a guard of a contract carrier operating an armored vehicle, and any law enforcement officer who is carrying out official duties engaged in protecting and preserving property or life within the scope of his or her employment.

Omnitrans will strictly enforce this policy. Violation of this policy will result in immediate disciplinary action, up to and including termination.

## III. Procedure

A. <u>COMMUNICATION OF POLICY</u>

(a) Each employee of the Agency shall receive a copy of this policy at the time of his/her hire and shall sign a copy of the acknowledgment. Employees who were employed before the effective date of this policy shall also receive a copy of this policy and shall sign a copy of the acknowledgment. A copy of the signed acknowledgment and of all new and revised policies throughout the employee's employment shall be maintained in each employee's personnel file.

(b) A copy of this policy shall be attached to each contractor's contract, and shall become a part of its contract. The contractor shall be responsible for communicating this policy to its employees and any subcontractors to which the contractor sublets any portion of its contract.

B. PROHIBITED CONDUCT

(a) The transportation of firearms or weapons in Agency vehicles is prohibited. This includes but is not limited to:

(1) to and from work,
(2) when conducting Agency business,
(3) at all times in Agency-owned or leased vehicles.

(b) The possession or carrying of permitted and non-permitted firearms or weapons while at Agency buildings, parking lots, sponsored events, and job sites.

(c) Exception: Power actuated tools which are manufactured for the use of fastening building materials and sanctioned tools for the purpose of performing Agency job duties are not subject to this policy.

C. SEARCH

(a) Omnitrans reserves the right to conduct reasonable, unannounced searches of Agency premises and personal searches of employees and others while entering, on, or leaving Agency premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers, and baggage. Searches will be conducted when the Agency has a reasonable suspicion to believe that a particular employee may be in possession of a weapon or firearm.

(b) “Reasonable suspicion” is defined as a suspicion that is based on specific personal observations such as an employee’s manner, disposition, behavior, speech, information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances.

(c) Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection. Refusal violates Agency policy and constitutes an act of insubordination constituting disciplinary action, up to and including separation of the employment relationship. Non-employees who refuse to allow an inspection will not be permitted on Agency premises and will be required to immediately leave the premises. Employees will be relieved of all duties while pending investigation.

D. DISCIPLINE

(a) Violations of any portion of this policy will subject the employee to discipline,

up to and including separation of employment.

(b) Violations by a contractor's employee or subcontractor of any portion of this policy may constitute a breach of contract and regardless will mandate the immediate removal of the contractor's employee from Agency premises, prohibition against the individual accessing Agency premises in the future, and may also constitute a breach of contract.

E. REPORT OF VIOLATIONS

1. Employee Violations

Employees are required to report violations of this policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it. An employee who believes that another employee may be in violation of this policy must report the alleged violation to the employee's manager or supervisor, the department director, security, or the appropriate departmental Human Resources representative.

Departments are responsible for implementing this policy. The Agency will promptly investigate allegations of violations of this policy.

Omnitrans reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law.

Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, offices, purses, briefcases, bags, toolboxes, and lunch bags.

Searches of the employee's work area and belongings, as described above, may be conducted by the Security & Emergency Preparedness Coordinator, or designee. Searches of all types, including surrounding agency property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this policy may be confiscated. Refusal to permit a search may result in discipline, up to and including separation.

2. Visitor Violations

Visitors are not allowed to carry a weapon on the premises. Any visitor carrying a weapon into a posted no-carry agency facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor

poses an immediate risk to security or safety, law enforcement shall be notified immediately by calling 9-911. The visitor shall be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

F. FALSE REPORTS

Employees making intentionally false and malicious complaints of weapons in the workplace will be subject to disciplinary action, up to and including separation and/or will be reported to the proper authorities as appropriate.

G. ROLES AND RESPONSIBILITIES

Employees are responsible for understanding and complying with the Policy Prohibiting Weapons in the Workplace.

Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to the agency's Security & Emergency Preparedness Coordinator at 909-379-7117 prior to bringing the item(s) to Omnitrans work sites and events, as well as agency-owned or leased facilities or vehicles.

H. SAFETY FIRST

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from agency premises.

An individual's continued non-compliance after being properly informed of the law (California Penal Code 171 (b)) will result in notification to law enforcement and discipline, up to and including separation of employment. Employees should notify security immediately.

An employee who feels an imminent danger to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Immediately contact law enforcement by calling 9-911 and security at 909-379-7117.

I. ANTI-RETALIATION PROVISION

Omnitrans strictly prohibits any retaliation against an employee who has reported a possible breach of policy. If an employee feels that he or she has been subjected to retaliation in violation of this policy, the employee must immediately report it to his or her supervisor or other designated Human Resources representative.

J. DEFINITIONS

1. **Firearm or weapon includes, but is not limited to:** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant.
    - A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
    - A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
    - A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
    - Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
    - Any destructive device;
    - Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
    - An electric weapon such as a taser gun;
    - Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm;
    - Any knife that is carried with intention or calculation to produce death or great bodily harm having a blade length in excess of four (4) inches, the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands. Switchblades are specifically prohibited. (Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)

2. **Office**: All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the agency.

3. **Parking lot**: All lots at permanent facility, park and rides, lots at project sites, any lot that the agency designates as a parking lot that is not at a permanent facility or project site.

4. **Agency vehicle**: All agency-owned buses/vehicles, all agency-leased buses/vehicles, all agency-rental buses/vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.

5. **Search**: To examine in order to find something concealed.

6. **Job sites**: Any and all locations where the agency conducts business.

SIGNS

1. At each entrance to buildings, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter a building, parking lot, or project site.

2. Signs shall have wording or pictogram that prohibits firearms, weapons and give notice of video surveillance. Signs shall be vandalism resistant and of the quality that they will not fade due to the elements.

# EXHIBIT 1
# MNT19-42C
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **PAINT, SEALER, PRIMER, COATING, CLEANER** | | | | | |
| 1 | PRIMER | 1 | GALLON | 12 | CROMAX | |
| 2 | PRIMER SURFACE - GRAY | 1 | GALLON | 12 | CROMAX | LE3004S |
| 3 | BASE COAT - RED | 1 | GALLON | 3 | CROMAX PRO | 0200CP - PANTONE 187C |
| 4 | BASE COAT - SILVER | 1 | GALLON | 6 | CROMAX PRO | WBC0201 CP4 - PANTONE PRO VOC-LE AP 0.9 |
| 5 | BASE COAT - BLUE (sbX) | 1 | GALLON | 3 | CROMAX PRO | L1750CP - PANTONE 286C |
| 6 | BASE COAT - BLUE | 1 | GALLON | 3 | CROMAX PRO | BS538 CP1 - PANTONE 660C |
| 7 | BASE COAT - GREEN | 1 | GALLON | 12 | CROMAX PRO | M4967 CP3 EF - PANTONE 369C |
| 8 | BASE COAT - WHITE | 1 | GALLON | 10 | CROMAX PRO | WBC 493703 CP3 - DUPONT 830652 EF L0007 |
| 9 | CLEAR COAT - NON-STOP | 1 | GALLON | 20 | CROMAX PRO | LE5600S |
| 10 | ACTIVATOR | 1 | GALLON | 5 | CROMAX PRO | WB 2075 |
| 11 | REDUCER - MID TEMP | 1 | GALLON | 5 | CROMAX PRO | LE3075S |
| 12 | ACTIVATOR - HIGH TEMP 90F + | 1 | GALLON | 5 | CROMAX PRO | LE5605S |
| 13 | REDUCER | 1 | GALLON | 5 | CROMAX PRO | LE5675S |
| 14 | CONTROLLER - STANDARD | 1 | GALLON | 5 | CROMAX PRO | WB 2040 |
| | **PAINT SUPPLIES** | | | | | |
| 15 | STANDARD KIT - LIDS | 25 | PKG | 10 | 3M | 16000 |
| 16 | PPS/LINER - PAINT GUN LINER | 25 | BOX | 10 | 3M | 16301 |
| 17 | 4" PLASTIC SPREADER | 1 | EACH | 25 | NO PREF | GLE1204 |
| 18 | 32OZ MIXING CUPS | 100 | BOX | 50 | NO PREF | GLE932 |
| 19 | BLUE BLEAD PREP TACK | 12 | BOX | 10 | NO PREF | GSN20008C |
| 20 | AEROSOL GUN CLEANER, 15 OZ | 1 | EACH | 40 | KLEEN STRIP | KLEENGC11131 |
| 21 | 3 - 9/16" ACID BRUSH | 1 | EACH | 50 | NO PREF | MAC7-3/EA |
| 22 | (SINGLE) OXFORD BRUSH | 1 | EACH | 50 | NO PREF | MACB100 |
| 23 | 20 X 25 ECO OVERSPRAY ARRESTOR, (40 PER CASE) | 50 | CASE | 5 | PAINT POCKETS | PPG-020-025-040 |
| | **GRINDING, SANDING, CUTTING, POLISHING** | | | | | |
| 24 | 5" FIBER DISC, 36 GRIT SANDPAPER | 20 | PKG | 10 | NO PREF | N/A |
| 25 | 5" FIBER DISC, 24 GRIT SANDPAPER | 20 | PKG | 10 | NO PREF | N/A |
| 26 | 2" 36 GRIT GREEN CORPS | 25 | BOX | 10 | 3M | 1397 |
| 27 | 2" 24 GRIT GREEN CORPS ABRASIVE DISC | 25 | BOX | 10 | 3M | 1398 |
| 28 | P80 GRIT 8' STIKIT DISC | 25 | BOX | 10 | 3M | 1549 |
| 29 | P80 GRIT 2-3/4" X16" | 50 | PKG | 10 | 3M | 1791 |
| 30 | P400 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1811 |
| 31 | P320 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1812 |
| 32 | P220 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1815 |
| 33 | P150 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1817 |
| 34 | P80 GRIT CLEAN SANDING | 50 | PKG | 10 | 3M | 1820 |
| 35 | P80 GRIT IMPERIAL HOOK & LOOP | 40 | BOX | 10 | 3M | 1850 |
| 36 | P36 GRIT IMPERIAL HOOK & LOOP | 40 | BOX | 10 | 3M | 1853 |
| 37 | 36 GRIT 5" X 7/8" FIBRE DISC | 1 | EACH | 100 | 3M | 1914 |
| 38 | 24 GRIT 5" X 7/8" FIBRE DISC | 1 | EACH | 100 | 3M | 1915 |
| 39 | 3 X 1/32 X 3/8 CUT OFF | 1 | EACH | 100 | 3M | 1989 |
| 40 | P80 GRIT 2-3/4" X 17-1/2" | 25 | BOX | 10 | 3M | 2220 |
| 41 | P80 GRIT 2-3/4" X 16" | 25 | BOX | 10 | 3M | 2702 |
| 42 | 2-3/4 X 5" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5207 |
| 43 | 2-3/4" X 7"-1/2" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5208 |

# EXHIBIT 1
# MNT19-42C
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **GRINDING, SANDING, CUTTING, POLISHING** | | | | | |
| 44 | 2-3/4" X 16" HOOKIT SANDING BLOCK | 1 | EACH | 10 | 3M | 5209 |
| 45 | 8" HOOKIT FOAM | 1 | EACH | 10 | 3M | 5723 |
| 46 | 8" FOAM POLISHING PAD | 1 | EACH | 10 | 3M | 5725 |
| 47 | 2-3/4" X 5" HOOKIT SOFT | 1 | EACH | 10 | 3M | 5742 |
| 48 | 8" HOOKIT DISC PAD D/F | 1 | EACH | 10 | 3M | 5781 |
| 49 | 36 GRIT 2-3/4" X 16" HOOKIT | 1 | EACH | 10 | 3M | |
| 50 | SCRATCHPADS GENERAL | 10 | PKG | 25 | SCOTCH-BRITE | 403R56 |
| 51 | SCRATCHPADS ULTRA FINE | 1 | EACH | 50 | SCOTCH-BRITE | 7448 |
| 52 | 6" SANDING DISC | 1 | EACH | 50 | SCOTCH-BRITE | 7467 |
| 53 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 54 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 55 | 2 3/4 X 16 1/2 FILE SANDPAPER | 50 | BOX | 10 | 3M | |
| 56 | 6" DA SANDING DISC | 50 | BOX | 10 | 3M | |
| 57 | 6" DA SANDING DISC | 50 | BOX | 10 | 3M | |
| 58 | 6" DA SANDING DISC P1500 GRIT CLEAR COAT- FOAM BACKED | 100 | ROLL | 40 | 3M | 02088 |
| 59 | 6" DA SANDING DISC P3000 GRIT - FOAM BACKED | 100 | ROLL | 40 | 3M | 02085 |
| 60 | 9" X 11" WET/DRY SANDPAPER P400 GRIT | 250 | PKG | 5 | 3M | |
| 61 | 9" X 11" WET/DRY SANDPAPER P600 GRIT | 100 | PKG | 10 | 3M | |
| | **GENERAL SUPPLIES** | | | | | |
| 62 | BLACK/ BED LINER KIT | 1 | EACH | 3 | RAPTOR | UPO825 |
| 63 | 1/2" X 20 YD AUTOMOTIVE ATTACHMENT TAPE | 1 | EACH | 5 | 3M | 6380 |
| 64 | 1/2"X 20 YD AUTOMOTIVE ACRYLIC TAPE | 1 | EACH | 5 | 3M | 6382 |
| 65 | 1/4" X 20 YD ACRYLIC TAPE | 1 | EACH | 5 | 3M | 6386 |
| 66 | FLEXIBLE BUMPER COATER - LOW VOC | 1 | QUART | 5 | 3M | |
| 67 | HOOL AND LOOP FASTENER 12" X 1" CINCH STRAP | 10 | PKG | 5 | 3M | 6480 |
| 68 | 18" BLACK SLIP RESISTANT TAPE | 1 | EACH | 15 | 3M | 19299 |
| 69 | 2" CHIP BRUSH | 36 | BOX | 2 | | |
| 70 | AUTOMOTIVE PAINT MASKING TAPE 18MM | 1 | EACH | 50 | 3M SCOTCH | |
| 71 | AUTOMOTIVE PAINT MASKING TAPE 36MM | 1 | EACH | 50 | 3M SCOTCH | 26338 |
| 72 | RECLOSABLE FASTENING TAPE - TRANSLUCENT | 1 | EACH | 15 | 3M | 6463 |
| 73 | 1/4" PRECISION MASKING TAPE | 1 | EACH | 15 | 3M | 06525 |
| 74 | 1/4" BLUE MASKING TAPE | 1 | EACH | 15 | 3M SCOTCH | 6405 |
| 75 | AUTOMOTIVE PAINTING MASKING PAPER, 6" X 750' | 1 | EACH | 15 | 3M | 06706 |
| 76 | AUTOMOTIVE PAINTING MASKING PAPER, 12" X 750' | 1 | EACH | 15 | 3M | 06538 |
| 77 | AUTOMOTIVE PAINTING MASKING PAPER, 18" X 750' | 1 | EACH | 15 | 3M | 06539 |
| 78 | AUTOMOTIVE PAINTING MASKING PAPER, 36" X 750' | 1 | EACH | 15 | 3M | 6540 |
| 79 | ATTACHMENT TAPE, 7/8" X 20 YARDS | 1 | ROLL | 5 | 3M | |
| 80 | PAINT STRAINERS, FINE 190 MICRON FILTER TIPS NYLON MESH | 50 | PACK | 2 | TCP GLOBAL | PS-190B-50PK |
| 81 | PROTECTIVE PAINT OVERSPRAY SHEETING 20' x 250' | 1 | EACH | 3 | 3M | 06728 |
| 82 | WOOD PAINT PADDLES, 12"l x 1"w | 25 | BOX | 25 | CUSTOM SHOP | KUS MIX12-25 |
| 83 | SINGLE EDGE RAZOR BLADES | 100 | PKG | 10 | OEMTOOLS | 25181 |
| 84 | SHEET - MARINE PLYWOOD A-B-EXT APA 24" X 48" | 1 | EACH | 5 | NO PREF | N/A |
| 85 | APPLICATION SQUEEGEE - ORANGE | 1 | EACH | 24 | 3M SCOTCH | 71607 |
| 86 | APPLICATION SQUEEGEE - BLUE - 5 PACK | 1 | EACH | 24 | 3M SCOTCH | 71601 |

# EXHIBIT 1
# MNT19-42C
## This list is a representation of paint/supplies under contract

| | DESCRIPTION | QTY PER UOM | UNIT OF MEASURE | ANNUAL EST. QTY | CURRENT BRAND | CURRENT PART NUMBERS |
|---|---|---|---|---|---|---|
| | **FILLERS, ADHESIVES, COMPOUNDS** | | | | | |
| 87 | AUTO GLASS URETHANE WINDSHIELD ADHESIVE | 1 | EACH | 25 | 3M | 8693 |
| 88 | STATIC MIXING NOZZLE 400ML - 6/BAG | 6 | PACK | 6 | 3M | 08193/ 08194 |
| 89 | STATIC MIXING NOZZLE 200ML - 6/BAG | 6 | PACK | 6 | 3M | 08193/ 08194 |
| 90 | RUBBING COMPOUND - SUPER DUTY | 1 | QUART | 5 | 3M | 5954 |
| 91 | RUBBING COMPOUND | 1 | QUART | 5 | 3M | 36060 |
| 92 | PLASTIC ADHESIVE WITH APPLICATOR AND NOZZLES | 1 | EACH | 24 | 3M | 4247 |
| 93 | SUPER FAST PLASTIC ADHESIVE + APPLICATOR/NOZZLES | 1 | EACH | 24 | 3M | 4747 |
| 94 | UNDERCOAT, 15OZ | 1 | EACH | 5 | 3M | 8882 |
| 95 | ADHESIVE REMOVER, 16OZ | 1 | EACH | 5 | 3M | 03618 |
| 96 | ALL METAL BODY FILLER REPAIR COMPOUND | 1 | QUART | 5 | EVERCOAT | 14060 |
| 97 | BODY FILLER | 1 | GALLON | 5 | 3M | 01131 |
| 98 | BONDO SPREADER, 5 INCH | 1 | EACH | 25 | NO PREF | N/A |
| 99 | FIBERGLASS CLOTH, 8' | 1 | EACH | 10 | NO PREF | N/A |
| 100 | FIBERGLASS MAT, 8' | 1 | EACH | 15 | 3M | 05837 |
| 101 | FIBERGLASS RESIN | 1 | GALLON | 5 | EVERCOAT | 100865 |
| 102 | LONG STRAND FIBERGLASS FILLER | 1 | GALLON | 5 | EVERCOAT | FGE 869 |
| 103 | SHORT STRAND FIBERGLASS FILLER | 1 | GALLON | 5 | EVERCOAT | FGE 622 |
| 104 | EPOXY PLASTIC REPAIR - MULTI PURPOSE, 6.75OZ | 1 | EACH | 15 | 3M | 05887 |
| 105 | URETHANE PLASTIC REPAIR - SEMI RIGID, 6.75OZ | 1 | EACH | 15 | 3M | 04240 |
| 106 | EPOXY BASED ADHESIVE/FILLER, 6.75OZ | 1 | EACH | 15 | 3M | 05885 |
| 107 | STRUCTURAL GUAZE REINFORCEMENT PATCH, 5" X 12' | 1 | ROLL | 10 | 3M | 04904 |
| 108 | WHITE ADHESIVE SEALANT | 1 | EACH | 30 | SIKAFLEX | SIKAFLEX 221 |
| 109 | BLACK ADHESIVE SEALANT | 1 | EACH | 30 | SIKAFLEX | SIKAFLEX 221 |
| 110 | WINDOW URETHANE ADHESIVE, 10.5OZ CARTRIDGE | 1 | EACH | 24 | 3M | 8609 |
| 111 | SUPER TRIM ADHESIVE, 19OZ AERESOL | 1 | EACH | 24 | | |

****Quantities listed are based on Omnitrans' past usage.**
**There is no guarantee of usage and orders shall be based on Omnitrans' needs.**

# ATTACHMENT C - PRICING
# MNT19-42C
# PAINT AND BODY SHOP SUPPLIES

Award pricing shall remain fixed for the Base Year Period (Base Years 1-2). Thereafter, pricing may be adjusted annually using the change (Increase or Decrease) of Consumer Price Index (CPI)

| SECTION 1 | | | | | | |
|---|---|---|---|---|---|---|
| Item Num | Description | Min Order | Max Order | Unit of Measure | Price Per Unit | Comment |
| 17 | 4" PLASTIC SPREADER | 1 | 25 | EACH | $0.25 | |
| 18 | 32OZ MIXING CUPS | 1 | 5000 | EACH | $0.39 | |
| 36 | P36 GRIT IMPERIAL HOOK & LOOP | 1 | 400 | EACH | $5.00 | |
| 42 | 2-3/4 X 5" HOOKIT SANDING BLOCK | 1 | 10 | EACH | $76.00 | |
| 43 | 2-3/4" X 7"-1/2" HOOKIT SANDING BLOCK | 1 | 10 | EACH | $78.00 | |
| 44 | 2-3/4" X 16" HOOKIT SANDING BLOCK | 1 | 10 | EACH | $132.00 | |
| 45 | 8" HOOKIT FOAM | 1 | 5 | BAG | $34.00 | 2 Per Bag |
| 46 | 8" FOAM POLISHING PAD | 1 | 5 | BAG | $34.00 | 2 Per Bag |
| 53 | 2 3/4 X 16 1/2 FILE SANDPAPER | 1 | 500 | EACH | $0.56 | |
| 54 | 2 3/4 X 16 1/2 FILE SANDPAPER | 1 | 500 | EACH | $0.56 | |
| 55 | 2 3/4 X 16 1/2 FILE SANDPAPER | 1 | 500 | EACH | $0.56 | |
| 60 | 9" X 11" WET/DRY SANDPAPER P400 GRIT | 1 | 1250 | EACH | $0.86 | |
| 61 | 9" X 11" WET/DRY SANDPAPER P600 GRIT | 1 | 1000 | EACH | $0.86 | |
| 68 | 18" BLACK SLIP RESISTANT TAPE | 1 | 15 | EACH | $396.00 | |
| 70 | AUTOMOTIVE PAINT MASKING TAPE 18MM | 1 | 50 | EACH | $3.12 | |
| 71 | AUTOMOTIVE PAINT MASKING TAPE 36MM | 1 | 50 | EACH | $7.00 | |
| 72 | RECLOSABLE FASTENING TAPE - TRANSLUCENT | 1 | 15 | EACH | $126.00 | |
| 86 | APPLICATION SQUEEGEE - BLUE - 5 PACK | 1 | 25 | EACH | $1.40 | |
| 91 | RUBBING COMPOUND | 1 | 5 | QUART | $28.00 | |
| 95 | ADHESIVE REMOVER, 16OZ | 1 | 5 | EACH | $9.00 | |
| 98 | BONDO SPREADER, 5 INCH | 1 | 25 | EACH | $0.34 | Hit T1204Y |
| 99 | FIBERGLASS CLOTH, 8' | 1 | 10 | EACH | $16.00 | DYN699 - 3M 5838 Disc |
| 100 | FIBERGLASS MAT, 8' | 1 | 15 | EACH | $15.00 | DYN688 - 3M 5837 Disc |
| 20 | AEROSOL GUN CLEANER | 1 | 40 | EACH | $6.06 | KLEENGC0 |
| 23 | 20 X 25 ECO OVERSPRAY ARRESTOR, | 1 | 250 | EACH | $2.97 | |
| 28 | P80 GRIT 8' STIKIT DISC | 1 | 250 | EACH | $2.20 | |
| 34 | P80 GRIT CLEAN SANDING | 1 | 500 | EACH | $1.08 | |
| 35 | P80 GRIT IMPERIAL HOOK & LOOP | 1 | 400 | EACH | $2.96 | |
| 37 | 36 GRIT 5" X 7/8" FIBRE DISC | 1 | 100 | EACH | $4.40 | |
| 38 | 24 GRIT 5" X 7/8" FIBRE DISC | 1 | 100 | EACH | $4.40 | |
| 41 | P80 GRIT 2-3/4" X 16" | 1 | 250 | EACH | $1.36 | |
| 47 | 2-3/4" X 5" HOOKIT SOFT | 1 | 10 | EACH | $34.00 | |
| 48 | 8" HOOKIT DISC PAD D/F | 1 | 10 | EACH | $48.00 | |
| 49 | 36 GRIT 2-3/4" X 16" HOOKIT | 1 | 10 | EACH | $14.00 | |
| 56 | 6" DA SANDING DISC | 1 | 500 | EACH | $1.48 | |
| 57 | 6" DA SANDING DISC | 1 | 500 | EACH | $1.48 | |
| 69 | 2" CHIP BRUSH | 1 | 72 | EACH | $0.63 | |
| 80 | PAINT STRAINERS, FINE 190 MICRON FILTER TIPS NYLON MESH | 1 | 100 | EACH | $0.07 | Gerson 010614 |
| 81 | PROTECTIVE PAINT OVERSPRAY SHEETING 20' x 250' | 1 | 3 | EACH | $56.00 | |
| 83 | SINGLE EDGE RAZOR BLADES | 1 | 1000 | EACH | $0.04 | Hit T1009 |
| 88 | STATIC MIXING NOZZLE 400ML - 6/BAG | 1 | 36 | EACH | $1.68 | |
| 92 | PLASTIC ADHESIVE WITH APPLICATOR AND NOZZLES | 1 | 24 | EACH | $42.00 | |
| 93 | SUPER FAST PLASTIC ADHESIVE + APPLICATOR/NOZZLES | 1 | 24 | EACH | $20.00 | |
| 101 | FIBERGLASS RESIN | 1 | 5 | GALLON | $154.00 | |
| 104 | EPOXY PLASTIC REPAIR - MULTI PURPOSE, 6.75OZ | 1 | 15 | EACH | $41.00 | |
| 105 | URETHANE PLASTIC REPAIR - SEMI RIGID, 6.75OZ | 1 | 15 | EACH | $43.00 | |
| 106 | EPOXY BASED ADHESIVE/FILLER, 6.75OZ | 1 | 15 | EACH | $43.00 | |
| 107 | STRUCTURAL GUAZE REINFORCEMENT PATCH, 5" X 12' | 1 | 10 | EACH | $18.00 | |

# ATTACHMENT C - PRICING
# MNT19-42C
# PAINT AND BODY SHOP SUPPLIES

Award pricing shall remain fixed for the Base Year Period (Base Years 1-2). Thereafter, pricing may be adjusted annually using the change (Increase or Decrease) of Consumer Price Index (CPI)

Price quotations will be solicited from this bench for each purchase of the items listed below.

| SECTION 2 | | | | | | |
|---|---|---|---|---|---|---|
| **Item Num** | **Description** | **Min Order** | **Max Order** | **Unit of Measure** | **Price Per Unit** | **Comment** |
| 1 | PRIMER | 1 | 12 | GALLON | $90.00 | EP210-LG, Lusid Technologies |
| 2 | PRIMER SURFACER - GRAY | 1 | 12 | GALLON | $76.00 | GTP210-LG, Lusid Technologies |
| 3 | BASE COAT - RED | 1 | 3 | GALLON | $340.00 | General |
| 4 | BASE COAT - SILVER | 1 | 6 | GALLON | $360.00 | General |
| 5 | BASE COAT sbX BLUE | 1 | 3 | GALLON | $350.00 | General |
| 6 | BASE COAT - BLUE | 1 | 3 | GALLON | $340.00 | General |
| 7 | BASE COAT - GREEN | 1 | 12 | GALLON | $360.00 | General |
| 8 | BASE COAT - WHITE | 1 | 10 | GALLON | $254.00 | General |
| 9 | CLEAR COAT - NON STOP | 1 | 20 | GALLON | $78.00 | Lusid Technologies |
| 10 | ACTIVATOR | 1 | 5 | GALLON | $30.00 | General, Waterbase Reducer S120 |
| 11 | REDUCER - MID TEMP 60-90F | 1 | 5 | GALLON | $38.00 | General, Activator GTP210LG |
| 12 | ACTIVATOR - HIGH TEMP 90F + | 1 | 5 | GALLON | $52.00 | Lusid GH075 Activator for GT211 |
| 13 | REDUCER | 1 | 5 | GALLON | $28.00 | S065 Reducer, Lusid Technologies |
| 14 | CONTROLLER - STANDARD | 1 | 5 | GALLON | $35.00 | S021M Reducer, Lusid Technologies |

**ATTACHMENT A – SCOPE OF WORK**
**MNT19-42C**
**PAINT AND BODY SHOP SUPPLIES**

# I. SCOPE OF WORK

A. Body Shop Supplies

1. Contractor shall provide body shop supplies included but not limited to those on the attached spreadsheet (Exhibit 1). General List of body shop supplies include but not limited to:
   a. Grinding Supplies
   b. Sanding Supplies
   c. Cutting Supplies
   d. Polishing Supplies
   e. Fillers
   f. Adhesives
   g. Compounds

2. Quantities listed are based on Omnitrans' past usage. There is no guarantee of usage and orders shall be based on Omnitrans' needs. **Items listed shall be used for evaluation purposes only.**

3. Any reference to "Brand Names" is based on Omnitrans' past usage. "Brand Names" is used as a basis of design and to notify Bidders of items currently utilized.

4. Any substitutions for items that have been superseded and/or become obsolete shall be pre-approved by Omnitrans.

B. Paint and Paint Supplies

1. Contractor shall provide paint and paint supplies included but not limited to those on the attached spreadsheet (Exhibit 1).
   a. Quantities listed are based on Omnitrans' past usage. There is no guarantee of usage and orders shall be based on Omnitrans' needs. **Items listed shall be used for evaluation purposes only.**
   b. Any reference to "Brand Names" is based on Omnitrans' past usage. "Brand Names" is used as a basis of design and to notify Bidders of items currently utilized.

2. Contractor shall color match paint to Omnitrans colors.

3. Omnitrans shall provide paint samples as necessary.

4. Paint shall be tested by Omnitrans for the following characteristics:
   a. Paint Dry Time
   b. Ease of sanding
   c. Coverage and paint adhesion
   d. Degradation

5. Omnitrans reserves the right to change paint manufacturer for quality
6. Testing will take place in Omnitrans body shop facility by our painters.
7. Any substitutions for items that have been superseded and/or become obsolete shall be pre-approved by Omnitrans.

## II. GUARANTEE

A. Newly supplied and manufactured products shall provide a consistent and uniform color and sheen consistency for a period of not less than five (5) years.

B. Contractor shall provide a guarantee of product color reliability. Products shall be warranted against fading or other similar color shifts for a period of not less than two (2) years after application. Paint touch up activities during that period shall not be visible due to color or sheen changes of applied products.

C. All paint purchased by Omnitrans shall be fully mixed by Contractor and have no clumps, globs of unmixed paint. Such paint will be replaced or returned for credit issued to Omnitrans.

## III. DELIVERY

A. Contractor shall deliver all paint orders within forty-eight (48) hours of receipt of purchase order.

B. Delivery shall be made to the following address:
Omnitrans – East Valley
1700 W. 5th Street
San Bernardino, CA 92411

C. Any backorders over seven (7) business days shall be cancelled unless pre-approved by Omnitrans.

D. Packaging and labeling

1. All paint and related items must be packed in commercial containers of the type, size and kind appropriate for the product it contains and must be constructed to insure safe delivery and acceptance.

2. In compliance with South Coast Air Quality Management Rule 1151, paint related material shall have the Volatile Organic Compound (VOC) printed on the label as well as in the Safety Data Sheet(s) (SDS).

3. All packaging and all shipping practices are to be in complete compliance with all applicable federal, state and local laws and regulations.

4. All packages of paints and related items, including finishes, solvents, etc. must be labeled in compliance with the Global Harmonizing System (GHS) at a minimum, and include the following information:

   a. Quantity enclosed

   b. Materials shall be delivered in original, new and unopened packages and containers bearing manufacturer's name and label and the following information:

      i. Name or title of material
      ii. Product Description (Generic Classification or Binder Type)
      iii. Fed Spec. number, if applicable
      iv. Manufacturer's stock number and date of manufacturer
      v. Manufacturer's name
      vi. Contents by volume, for major pigment and vehicle constituents
      vii. Thinning instructions
      viii. Application instructions
      ix. Color name and number
      x. VOC Content
      xi. EPA # (where applicable)
      xii. Chemical Asterisk System (CAS) # (where applicable)
      xiii. Directions for use
      xiv. Recommended storage precautions

   c. The chemical or common name of substances listed in the "Right to Know List of Hazardous Chemicals " and the names of other substances that are among the five most predominant substances in the container.

## IV. REGULATION

A. Any product that poses potential hazards to personnel or property must have a warning label which conforms to all Federal and State requirements and the Community Right to Know Act. An antidote statement must be included where required. All products must comply with pertinent OSHA rules, regulations and guidelines.

B. Contractor shall provide all Safety Data Sheet(s) (SDS) for all chemical products prior to shipping to Omnitrans for review and approval, as applicable.

**CONTRACT AGREEMENT**

between

| | |
|---|---|
| CONTRACTOR<br>American Moving Parts, LLC<br>4408 Worth Street<br>Los Angeles, CA 90063<br><br>(hereinafter "CONTRACTOR")<br>Telephone: (714) 944-7422<br>Email: ernie@americanmovingparts.com | **CONTRACT DOCUMENTS**<br><br>**CONTRACT NO. MNT19-46A**<br><br>**TRANSIT BUS PARTS** |
| And | Contract Amount: $199,580 |
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>(hereinafter "OMNITRANS") | Omnitrans Project Manager:<br>Name: Rick Barone<br>Title: Materials Manager<br>Telephone: (909) 379-7402<br>Email: rick.barone@omnitrans.org<br><br>Contract Administrator:<br>Name: Krystal Turner<br>Title: Contracts Administrator<br>Telephone: (909) 379-7202<br>Email: krystal.turner@omnitrans.org |

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ATTACHMENT A – PRICING

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C - PROHIBITING WEAPONS IN THE WORKPLACE

This Agreement is made and entered into as of this 3rd day of October 2019, and between Omnitrans (hereinafter referred to as "OMNITRANS") and American Moving Parts, LLC (hereinafter referred to as "CONTRACTOR").

## RECITALS

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

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

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

## 1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

## 2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through October 2, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from October 3, 2021 through October 2, 2022, which period encompasses the Initial Term and the Option Year One and Option Year Two.

## 3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

## 4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Ninety Nine Thousand Five Hundred and Eighty Dollars ($199,580), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

## 5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

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

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

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

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

C. TITLE

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

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

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict

compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

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

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

## 6. AUDIT AND INSPECTION OF RECORDS

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

## 7. NOTIFICATION

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

| To OMNITRANS: | To CONTRACTOR: |
|---|---|
| Omnitrans | American Moving Parts, LLC |
| 1700 West Fifth Street | 4408 Worth Street |
| San Bernardino, CA 92411 | Los Angeles, CA 90063 |
| Attn: Krystal Turner | Attn: Ernie Cisneros |
| Title: Contracts Administrator | VP of Sales |

## 8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

### A. OMNITRANS' Project Manager

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

Project Manager: Rick Barone, 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 CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

   3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

### B. Contractor's Key Personnel

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

| Name | Role |
|---|---|
| Ernie Cisneros | VP of Sales |

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

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

## 9. DISPUTE RESOLUTION

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

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

## 10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but

shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

## 11. TERMINATION FOR BREACH OF AGREEMENT

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

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of

this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

## 13. SUBCONTRACTING

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

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

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

## 14. INDEPENDENT CONTRACTOR

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

## 15. INSURANCE

### A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

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

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

2) **Deductibles or Self-Insured Retention (SIR)**

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

3) **Other Insurance Provisions**

**a. Commercial General Liability and Automobile Liability**

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

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of

Contractor's insurance and shall not be construed as contributory.

2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

**b. Workers' Compensation**

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

**c. Care, Custody, and Control**

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

4) **Acceptability of Insurers**

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

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

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

7) **Notification of Terminated Insurance**

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

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured*.

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured*.

10) ☒ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## 16. INDEMNITY

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

## 17. REVISIONS IN SCOPE OF WORK

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

## 18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## 19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

## 20. OWNERSHIP RIGHTS

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

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

## 21. WORK FOR HIRE

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

## 22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

## 23. EQUAL OPPORTUNITY

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

## 24. STANDARD OF PERFORMANCE

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

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

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

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

## 26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

## 27. COMPLIANCE WITH LAW

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

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The

parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

## 28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## 29. PUBLIC RECORDS ACT

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

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## 30. WAIVER/INVALIDITY

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

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

## 31. FORCE MAJEURE

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

## 32. CONFIDENTIALITY

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

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

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

## 34. GOVERNING LAW

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

## 35. MODIFICATIONS TO AGREEMENT

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

## 36. LICENSING, PERMITS AND INSPECTION COSTS

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

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

## 37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT19-46 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated March 25, 2019 and its Appendices, Exhibits, Attachments.

## 38. ENTIRE AGREEMENT

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

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

| OMNITRANS | AMERICAN MOVING PARTS, LLC |
|---|---|
| _____ | _____ |
| P. Scott Graham<br>CEO/General Manager | Ernie Cisneros<br>Vice President of Sales |
| _____ | _____ |
| Date | Date |

Federal Tax I.D. No. 68-0552726

CM _____

ATTACHMENT A - PRICING
MNT19-46B
TRANSIT BUS PARTS

| Item Num | Item Code | Description | Model Number | Unit of Me | *Quantity | **Base Year Pricing |
|---|---|---|---|---|---|---|
| 1 | 9878 | SOLENOID KIT ;NF,COOLANT MODULATOR VALVE | 405670 | EA | 1 | $87.36 |
| 2 | 10512 | BEARING ;NF,FRONT HUB INNER | 6397943,61-5185 | EA | 1 | $69.12 |
| 3 | 10520 | WASHER ;NF R/L FRONT HUB(LARGE) | 255985 | EA | 1 | $8.23 |
| 4 | 10553 | HUB ;NF R/L FRONT WHEEL | 6461991 | EA | 1 | $525.00 |
| 5 | 12286 | SEAL ;NF FRONT HUB SHAFT | 494164 | EA | 1 | $32.21 |
| 6 | 14290 | ECU ;NF 4S/4M 24V ABS | 314635 | EA | 1 | $821.10 |
| 7 | 14605 | BLOWER ;NF HEATER/DEFROSTER 24V | 6394619, 45-2339 | EA | 1 | $643.70 |
| 8 | 16675 | DRIER ;NF R134A A/C | 66899 | EA | 1 | $28.20 |
| 9 | 17442 | MIRROR ASSY ;NF,ORI,THOMAS REARVIEW | 6392337 | EA | 1 | $62.47 |
| 10 | 17608 | CAMSHAFT ;NF RH FRONT BRAKE | 405780 | EA | 1 | $90.48 |
| 11 | 17616 | CAMSHAFT ;NF LH FRONT BRAKE | 29549578 | EA | 1 | $184.96 |
| 12 | 17624 | PLATE ;NF FRONT BRAKE ANCHOR(SPIDER) | 411275-1000 | EA | 1 | $241.46 |
| 13 | 17640 | CAMSHAFT ;NF RH REAR BRAKE | 3940116 | EA | 1 | $208.14 |
| 14 | 17657 | CAMSHAFT ;NF LH REAR BRAKE | 345493 | EA | 1 | $225.29 |
| 15 | 17665 | PLATE ;NF REAR BRAKE ANCHOR | 425731 | EA | 1 | $301.71 |
| 16 | 17715 | SPRING ;NF REAR AIR BAG | 6396566 | EA | 1 | $92.34 |
| 17 | 18523 | END ;NF TIE ROD | 486180 | EA | 1 | $45.18 |
| 18 | 19075 | GEAR ;NF REAR RING | | EA | 1 | $1,080.47 |
| 19 | 20800 | BEARING REAR ;NF INNER TAPER ROLLER | 414280 | EA | 1 | $194.00 |
| 20 | 21840 | PULLEY ;NF,ORI,CUMMINS 8.3 IDLER | 356715 | EA | 1 | $20.72 |
| 21 | 30353 | RADIUS ROD ;NF LOWER REAR | 426986 | EA | 1 | $136.29 |
| 22 | 31856 | MOTOR ;NF SR813 & SR842 24V DEFROSTER | 314632 | EA | 1 | $647.68 |
| 23 | 32102 | VALVE ;NF ZF ACCUMILATOR SOLENOID | 6447295 | EA | 1 | $130.76 |
| 24 | 32193 | REPAIR KIT ;NF COMPENSATION | | EA | 1 | $892.27 |
| 25 | 32276 | BEARING ;NF TAPER ROLLER, DIFF. | 6406173; 6459523 | EA | 1 | $342.48 |
| 26 | 32912 | HUB ;NF SR585-SR813 REAR WHEEL | D01851-0002 | EA | 1 | $573.00 |
| 27 | 33134 | GEAR,NF REAR CARRIER RING | 6458733 | EA | 1 | $336.00 |
| 28 | 33142 | RING ;NF FINAL DRIVE LOCK | 265709 | EA | 1 | $25.88 |
| 29 | 33159 | RING ;NF REAR230X5X.00-2NHR5F SNAP | 474924-1000 | EA | 1 | $34.50 |
| 30 | 33456 | MOUNT ;NF A/C COMPRESSOR SSB | 531380 | EA | 1 | $25.37 |
| 31 | 39909 | WIRE ;NF HORN GROUND ASSY | 274157-204 | EA | 1 | $110.85 |
| 32 | 57117 | GEAR ;NF,SR842 RH RING | 6406176 | EA | 1 | $891.28 |
| 33 | 58321 | GEAR ;NF,DIFF AXLE SHAFT | 3920443 | EA | 1 | $211.13 |
| 34 | 58354 | GEAR ;NF,DIFF BEVEL | 117133 | EA | 1 | $100.60 |

*Omnitrans makes no guarantee of usage with regard to quantity
**Base Year Pricing - All subsequent year pricing shall be determined in October of each year using the increase or decrease of Consumer Price Index (CPI).

**CONTRACT AGREEMENT**

between

| | |
|---|---|
| CONTRACTOR<br>CBM US, Inc.<br>185 Alewife Brook Parkways<br>Cambridge, MA 02138<br><br>(hereinafter "CONTRACTOR")<br>Telephone: (610) 724-0071<br>Email: w.supplee@cbmcompany.com | **CONTRACT DOCUMENTS**<br><br>**CONTRACT NO. MNT19-46B**<br><br>**TRANSIT BUS PARTS** |
| And | Contract Amount: $45,272 |
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>(hereinafter "OMNITRANS") | Omnitrans Project Manager:<br>Name: Rick Barone<br>Title: Materials Manager<br>Telephone: (909) 379-7402<br>Email: rick.barone@omnitrans.org<br><br>Contract Administrator:<br>Name: Krystal Turner<br>Title: Contracts Administrator<br>Telephone: (909) 379-7202<br>Email: krystal.turner@omnitrans.org |

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ATTACHMENT A – PRICING

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ATTACHMENT C - PROHIBITING WEAPONS IN THE WORKPLACE

This Agreement is made and entered into as of this 3rd day of October 2019, and between Omnitrans (hereinafter referred to as "OMNITRANS") and CBM US, Inc. (hereinafter referred to as "CONTRACTOR").

## RECITALS

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

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

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

## 1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

## 2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through October 2, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from October 3, 2021 through October 2, 2022, which period encompasses the Initial Term and the Option Year One and Option Year Two.

## 3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

## 4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Forty Five Thousand Two Hundred and Seventy Two Dollars ($45,272), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

## 5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

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

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

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

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

C. TITLE

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

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

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict

compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

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

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

## 6. AUDIT AND INSPECTION OF RECORDS

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

## 7. NOTIFICATION

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

| To OMNITRANS: | To CONTRACTOR: |
|---|---|
| Omnitrans | CBM US, Inc. |
| 1700 West Fifth Street | 185 Alewife Brook Parkways |
| San Bernardino, CA 92411 | Cambridge, MA |
| Attn: Krystal Turner | Attn: Walt Supplee |
| Title: Contracts Administrator | Sales Manager |

## 8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

### A. OMNITRANS' Project Manager

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

Project Manager: 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 CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

   3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

### B. Contractor's Key Personnel

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

| Name | Role |
|---|---|
| Walt Supplee | Sales Manager |

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

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

## 9. DISPUTE RESOLUTION

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

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

## 10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but

shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

## 11. TERMINATION FOR BREACH OF AGREEMENT

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

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of

this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

## 13. SUBCONTRACTING

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

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

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

## 14. INDEPENDENT CONTRACTOR

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

## 15. INSURANCE

### A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

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

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

2) **Deductibles or Self-Insured Retention (SIR)**

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

3) **Other Insurance Provisions**

**a. Commercial General Liability and Automobile Liability**

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

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of

Contractor's insurance and shall not be construed as contributory.

2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

**b. Workers' Compensation**

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

**c. Care, Custody, and Control**

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

4) **Acceptability of Insurers**

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

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

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

7) **Notification of Terminated Insurance**

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

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured*.

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured*.

10) ☒ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## 16. INDEMNITY

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

## 17. REVISIONS IN SCOPE OF WORK

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

## 18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## 19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

## 20. OWNERSHIP RIGHTS

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

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

## 21. WORK FOR HIRE

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

## 22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

## 23. EQUAL OPPORTUNITY

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

## 24. STANDARD OF PERFORMANCE

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

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

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

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

## 26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

## 27. COMPLIANCE WITH LAW

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

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The

parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

## 28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## 29. PUBLIC RECORDS ACT

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

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## 30. WAIVER/INVALIDITY

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

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

## 31. FORCE MAJEURE

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

## 32. CONFIDENTIALITY

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

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

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

## 34. GOVERNING LAW

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

## 35. MODIFICATIONS TO AGREEMENT

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

## 36. LICENSING, PERMITS AND INSPECTION COSTS

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

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

## 37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT19-46 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated March 26, 2019 and its Appendices, Exhibits, Attachments.

## 38. ENTIRE AGREEMENT

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

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

| OMNITRANS | CBM US, Inc. |
|---|---|
| _____ | _____ |
| P. Scott Graham<br>CEO/General Manager | Walt Supplee<br>Sales Manager |
| _____ | _____ |
| Date | Date |

Federal Tax I.D. No. 37-1766488

CM _____

ATTACHMENT A - PRICING

MNT19-46C

TRANSIT BUS PARTS

| Item Num | Item Code | Description | Model Number | Unit of Measure | *Quantity | **Base Year Pricing |
|---|---|---|---|---|---|---|
| 1 | 33944 | O-RING ;NF,ALLISON B400 TRANS | 29502439 | EA | 1 | $3.66 |
| 2 | 27110 | PLUG ASSY ;NF B400B TRANS SEAL EXPANDER | 29530328 | EA | 1 | $13.13 |
| 3 | 30387 | CONNECTOR ;ALLISON,NF 3- PIN TRANS | 29511368;29541278;29544002 | EA | 1 | $75.15 |
| 4 | 24240 | SPRING ;NF,B400 TRANS RETURN ASSY | 29503215 | EA | 1 | $82.94 |
| 5 | 220215 | BEARING,THRUST SR1337 | 23045918 | EA | 1 | $132.81 |
| 6 | 222347 | HARNESS,INTERNAL HD 6SPD/OLS (SR1565) | 29549578 | EA | 1 | $140.25 |
| 7 | 20693 | SENSOR ;NF,B400, B300 TRANS SPEED | 29508034;29543434; ATP16699; 16699 | EA | 1 | $225.47 |
| 8 | 27177 | YOKE ;NF,B400 TRANS | 29516159; 6-4-9221-1 | EA | 1 | $340.07 |
| 9 | 32870 | SLEEVE ;NF B400R TRANS GROUND | 29516484 | EA | 1 | $350.94 |
| 10 | 45302 | CAM ;NF,ALLISON B400 STATOR | 29506446 | EA | 1 | $397.88 |
| 11 | 23994 | ACCUMILATOR ;NF B400 TRANS | 045432;29535963 | EA | 1 | $1,594.77 |
| 12 | 19836 | ECU ;NF,THOMAS B400,B300 TRANS | 142917;29536134;29537291;29538352;29541151;29541227;29543300 | EA | 1 | $2,465.69 |

*Omnitrans makes no guarantee of usage with regard to quantity

**Base Year Pricing - All subsequent year pricing shall be determined in October of each year using the increase or decrease of Consumer Price Index (CPI).

**CONTRACT AGREEMENT**

between

| | |
|---|---|
| CONTRACTOR<br>Dartco Transmission Sales and Service, Inc.<br>1145 N. Red Gum<br>Anaheim, CA 92806<br><br>(hereinafter "CONTRACTOR")<br>Telephone: (714) 237-0911<br>Email: jpeek@dartcotransmission.com | **CONTRACT DOCUMENTS**<br><br>**CONTRACT NO. MNT19-46C**<br><br>**TRANSIT BUS PARTS** |
| And | Contract Amount: $27,950 |
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>(hereinafter "OMNITRANS") | Omnitrans Project Manager:<br>Name: Rick Barone<br>Title: Materials Manager<br>Telephone: (909) 379-7402<br>Email: rick.barone@omnitrans.org<br><br>Contract Administrator:<br>Name: Krystal Turner<br>Title: Contracts Administrator<br>Telephone: (909) 379-7202<br>Email: krystal.turner@omnitrans.org |

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ATTACHMENT A – PRICING

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PROHIBITING WEAPONS IN THE WORKPLACE

This Agreement is made and entered into as of this 3rd day of October 2019, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Dartco Transmission Sales and Service, Inc. (hereinafter referred to as "CONTRACTOR").

## RECITALS

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

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

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

## 1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS’ staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

## 2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through October 2, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from October 3, 2021 through October 2, 2022, which period encompasses the Initial Term and the Option Year One and Option Year Two.

## 3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

## 4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Twenty Seven Thousand Nine Hundred and Fifty Dollars ($27,950), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

## 5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

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

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

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

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

C. TITLE

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

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

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict

compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

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

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

## 6. AUDIT AND INSPECTION OF RECORDS

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

## 7. NOTIFICATION

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

| To OMNITRANS: | To CONTRACTOR: |
|---|---|
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>Attn: Krystal Turner<br>Title: Contracts Administrator | Dartco Transmission Parts and Service, Inc.<br>1145 N. Red Gum<br>Anaheim, CA 92806<br>Attn: Jim Peek<br>Vice President |

## 8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

### A. OMNITRANS' Project Manager

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

Project Manager: 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 CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

   3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

### B. Contractor's Key Personnel

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

| Name | Role |
|---|---|
| Jim Peek | Vice President |

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

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

## 9. DISPUTE RESOLUTION

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

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

## 10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but

shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

## 11. TERMINATION FOR BREACH OF AGREEMENT

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

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of

this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

## 13. SUBCONTRACTING

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

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

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

## 14. INDEPENDENT CONTRACTOR

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

## 15. INSURANCE

### A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

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

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

2) **Deductibles or Self-Insured Retention (SIR)**

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

3) **Other Insurance Provisions**

**a. Commercial General Liability and Automobile Liability**

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

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of

Contractor's insurance and shall not be construed as contributory.

2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

**b. Workers' Compensation**

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

**c. Care, Custody, and Control**

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

4) **Acceptability of Insurers**

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

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

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

7) **Notification of Terminated Insurance**

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

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured*.

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured*.

10) ☒ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## 16. INDEMNITY

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

## 17. REVISIONS IN SCOPE OF WORK

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

## 18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## 19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

## 20. OWNERSHIP RIGHTS

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

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

## 21. WORK FOR HIRE

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

## 22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

## 23. EQUAL OPPORTUNITY

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

## 24. STANDARD OF PERFORMANCE

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

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

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

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

## 26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

## 27. COMPLIANCE WITH LAW

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

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The

parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

## 28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## 29. PUBLIC RECORDS ACT

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

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## 30. WAIVER/INVALIDITY

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

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

## 31. FORCE MAJEURE

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

## 32. CONFIDENTIALITY

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

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

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

## 34. GOVERNING LAW

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

## 35. MODIFICATIONS TO AGREEMENT

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

## 36. LICENSING, PERMITS AND INSPECTION COSTS

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

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

## 37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT19-46 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated March 26, 2019 and its Appendices, Exhibits, Attachments.

## 38. ENTIRE AGREEMENT

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

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

| OMNITRANS | DARTCO TRANSMISSION PARTS AND SERVICE, INC. |
|---|---|
| _____ | _____ |
| P. Scott Graham<br>CEO/General Manager | Jim Peek<br>Vice President |
| _____ | _____ |
| Date | Date |

Federal Tax I.D. No. 95-3559381

CM _____

ATTACHMENT A - PRICING
MNT19-46D
TRANSIT BUS PARTS

| Item Number | Item Code | Description | Unit of Measure | Model Number | *Quantity | **Base Year Pricing |
|---|---|---|---|---|---|---|
| 1 | 19992 | PLUG ;NF CUMMINS 8.3 EXPANSION | EA | 3922072;3932072; M-3922072 | 5 | $0.95 |
| 2 | 24380 | SEAL ;NF 8.3 LITER | EA | 3818885;6336326; M-3818885 | 5 | $0.99 |
| 3 | 220092 | SEAL, NF O'RING 8.9 | EA | 3682177 | 5 | $1.40 |
| 4 | 25361 | O-RING ;NF 50DN ALTERNATOR | EA | DR1967037 | 10 | $1.75 |
| 5 | 136986 | GASKET ;NF,JD, P/S HYD PUMP | EA | 23516100;5998287; M-23516100 | 60 | $1.90 |
| 6 | 15263 | GASKET ;NF AIR DRIER | EA | 610077;6313242 | 110 | $3.18 |
| 7 | 26849 | SEAL ;NF,O-RING | EA | 3201562 | 5 | $3.50 |
| 8 | 26864 | SEAL ;NF O-RING | EA | 3930911; M-3930911 | 10 | $4.00 |
| 9 | 1289 | PROBALYSR ;NF,OIL FILTER | EA | 041652;10L-2-140;G1002386; 51289 | 30 | $5.00 |
| 10 | 9761 | ELEMENT ;NF SR585-SR709 PS/HYD FILTER | EA | 6323610;C1702;P1707HD10;PT707HD1; 51434 | 50 | $8.00 |
| 11 | 8102 | HEADLAMP,NF,HIGH BEAM | EA | H4651;HB | 20 | $8.25 |
| 12 | 195800 | HEADLAMP ;NF LOW BEAM | EA | H4656;H4656LL;H5062;LB | 170 | $8.50 |
| 13 | 216045 | BULB; NF SR1337 12V 55W LOW BEAM | EA | 6359187;H11LL | 30 | $8.95 |
| 14 | 18739 | TAPPET ;NF 8.3 ENGINE VALVE | EA | 3931623; HT2302; M-3931623 | 130 | $9.00 |
| 15 | 187765 | RELAY W/DIODE ;NF,ORI,RTS,12V | EA | 0332209152;091230;G1008278; RY46 | 10 | $9.89 |
| 16 | 34082 | GASKET ;NF,ORI SR585-SR813 AIR COMP. | EA | 3918340 | 10 | $10.00 |
| 17 | 34686 | ELEMENT ;NF SR842 PS/HYD FILTER | EA | 51724;6332908;BT372-MPG;HF6604;LFH8324;P8224; FIL1724 | 30 | $14.93 |
| 18 | 161661 | GOVERNOR ;NF, AIR | EA | 101474;101474N;4C-8-33;5953324;682846;H284358(NAPA) | 20 | $16.00 |
| 19 | 44636 | GASKET ;NF SR842-SR1564 FINAL DRIVE | EA | 6345897 | 130 | $18.00 |
| 20 | 18747 | LEVER ;NF, ORI, 8.3 CUMMINS ROCKER | EA | 3901717; M-3901717 | 50 | $19.99 |
| 21 | 216138 | BELT,CUMMINS 8.9 W/P DRIVE | EA | 4942430;5080645;6388591;8K645; 25080645 | 180 | $21.00 |
| 22 | 166249 | BLADE ASSY ;NF,26" W/W | EA | 3J-34-5;52-27;792070;8112552;8112552NFA | 270 | $23.95 |
| 23 | 105544 | VALVE KIT ;NF SR1337 AD9 PURGE | EA | 107798;A1211531ZA;G1012657;JL1101001-004;R950014; 107798K | 30 | $24.00 |
| 24 | 216048 | BULB,NF,SR1337 12V 65W HIGH BEAM | EA | 6359188;H9 | 10 | $25.00 |
| 25 | 15719 | ELEMENT; NF 8.3 CRANKCASE FILTER | EA | 23522898;3607166;6337309;8L-1-826;NM0100001-003;220107;WS10107; 220107 | 150 | $26.61 |
| 26 | 8953 | SEAL KIT ;NF ALTERNATOR FRONT | EA | 713SK;K-5015 | 40 | $28.00 |
| 27 | 218021 | BELT,NF SR1564 8.9 ALTERNATOR | EA | 3288634;6336455; 5080945; NBH25080496 | 10 | $30.90 |
| 28 | 21840 | PULLEY ;NF,ORI,CUMMINS 8.3 IDLER | EA | 3935015;3978019;4991240; 36093 | 30 | $37.50 |
| 29 | 100560 | REGULATOR ;NF SR585-SR709 24V | EA | 10457699;122471;D699;JE0103002; MD805 | 10 | $44.95 |
| 30 | 216230 | VALVE,NF SR1337 PARK BRAKE | EA | 284726 | 20 | $45.00 |
| 31 | 39826 | REPAIR KIT ;NF(SR813,SR842) DRAIN VALVE | EA | 41071327;6315491 | 5 | $46.00 |
| 32 | 104109 | FILTER ;NF(SR813-SR842)ZF TRANS | EA | 0750131003;4139298038;4139298936;C0601903AB;LH8640;PT8385; W03AT1170 | 130 | $54.00 |
| 33 | 11817 | DESSICANT KIT ;NF,AIR DRIER | EA | 6313239;T224; CART224 | 150 | $55.00 |
| 34 | 221849 | PULLEY, NIEHOFF ALTERNATOR | EA | 130004 | 2 | $58.75 |
| 35 | 20792 | BEARING ;NF OUTER TAPER ROLLER | EA | 32019;32019X;6312989;SKF32019X | 60 | $72.00 |
| 36 | 220672 | SENSOR, COOLANT LEVEL SR1820 | EA | 2872933;4359193;473480;610607 | 100 | $82.00 |
| 37 | 20693 | SENSOR ;NF,B400, B300 TRANS SPEED | EA | 29508034;29543434; ATP16699; 16699 | 10 | $88.50 |
| 38 | 164582 | VALVE ;NF, SR-1 SPRING BRAKE | EA | 011223503;286364;286364N;5994884;717894;SR-1 | 10 | $125.00 |
| 39 | 218017 | STARTER; 8.9L SR1563,64,65,1677 NEW 42MT | EA | 372958;9200529 | 3 | $325.00 |
| 40 | 220334 | STARTER; NF SR1820-SR1965 NEW DELCO | EA | 260807 | 2 | $325.00 |
| 41 | 14712 | PUMP ;NF SEAL-LESS/BRUSHLESS DIVERSION | EA | 071042;071043;108080;33670 | 10 | $894.00 |
| 42 | 14605 | BLOWER ;NF HEATER/DEFROSTER 24V | EA | 6319932 | 5 | $975.00 |
| 43 | 11270 | BOX ;NF SR585-709 STEERING GEAR (SFZ51) | EA | 9861 | 5 | $995.00 |
| 44 | 220968 | NIEOFF BRUSHLESS ALTERNATOR | EA | C803D; KRKC803D | 9 | $1,850.00 |

*Omnitrans makes no guarantee of usage with regard to quantity
**Base Year Pricing - All subsequent year pricing shall be determined in October of each year using the increase or decrease of Consumer Price Index (CPI).

**CONTRACT AGREEMENT**

between

| | |
|---|---|
| CONTRACTOR<br>Kirk's Automotive, Inc.<br>9330 Roselawn Street<br>Detroit, MI 48204<br><br>(hereinafter "CONTRACTOR")<br>Telephone: (313) 933-7030<br>Email: rrk@kirsksauto.com | **CONTRACT DOCUMENTS**<br><br>**CONTRACT NO. MNT19-46D**<br><br>**TRANSIT BUS PARTS** |
| And | Contract Amount: $86,521 |
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>(hereinafter "OMNITRANS") | Omnitrans Project Manager:<br>Name: Rick Barone<br>Title: Materials Manager<br>Telephone: (909) 379-7402<br>Email: rick.barone@omnitrans.org<br><br>Contract Administrator:<br>Name: Krystal Turner<br>Title: Contracts Administrator<br>Telephone: (909) 379-7202<br>Email: krystal.turner@omnitrans.org |

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ATTACHMENT A – PRICING

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PROHIBITING WEAPONS IN THE WORKPLACE

This Agreement is made and entered into as of this 3rd day of October 2019, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Kirk's Automotive, Inc. (hereinafter referred to as "CONTRACTOR").

## RECITALS

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

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

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

## 1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

## 2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through October 2, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from October 3, 2021 through October 2, 2022, which period encompasses the Initial Term and the Option Year One and Option Year Two.

## 3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

## 4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Eighty Six Thousand Five Hundred and Twenty One Dollars ($86,521), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

## 5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

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

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

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

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

C. TITLE

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

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

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict

compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

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

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

## 6. AUDIT AND INSPECTION OF RECORDS

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

## 7. NOTIFICATION

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

| To OMNITRANS: | To CONTRACTOR: |
|---|---|
| Omnitrans | Kirk's Automotive |
| 1700 West Fifth Street | 9330 Roselawn Street |
| San Bernardino, CA 92411 | Detroit, MI 48204 |
| Attn: Krystal Turner | Attn: Robert Kirkman |
| Title: Contracts Administrator | President |

## 8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

### A. OMNITRANS' Project Manager

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

Project Manager: 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 CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

   3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

### B. Contractor's Key Personnel

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

| Name | Role |
|---|---|
| Robert Kirkman | President |

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

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

## 9. DISPUTE RESOLUTION

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

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

## 10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but

shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

## 11. TERMINATION FOR BREACH OF AGREEMENT

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

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of

this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

## 13. SUBCONTRACTING

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

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

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

## 14. INDEPENDENT CONTRACTOR

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

## 15. INSURANCE

### A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

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

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

2) **Deductibles or Self-Insured Retention (SIR)**

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

3) **Other Insurance Provisions**

**a. Commercial General Liability and Automobile Liability**

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

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of

Contractor's insurance and shall not be construed as contributory.

2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

**b. Workers' Compensation**

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

**c. Care, Custody, and Control**

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

4) **Acceptability of Insurers**

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

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

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

7) **Notification of Terminated Insurance**

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

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured*.

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured*.

10) ☒ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## 16. INDEMNITY

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

## 17. REVISIONS IN SCOPE OF WORK

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

## 18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## 19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

## 20. OWNERSHIP RIGHTS

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

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

## 21. WORK FOR HIRE

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

## 22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

## 23. EQUAL OPPORTUNITY

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

## 24. STANDARD OF PERFORMANCE

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

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

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

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

## 26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

## 27. COMPLIANCE WITH LAW

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

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The

parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

## 28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## 29. PUBLIC RECORDS ACT

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

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## 30. WAIVER/INVALIDITY

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

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

## 31. FORCE MAJEURE

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

## 32. CONFIDENTIALITY

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

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

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

## 34. GOVERNING LAW

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

## 35. MODIFICATIONS TO AGREEMENT

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

## 36. LICENSING, PERMITS AND INSPECTION COSTS

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

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

## 37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT19-46 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated March 26, 2019 and its Appendices, Exhibits, Attachments.

## 38. ENTIRE AGREEMENT

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

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

| OMNITRANS | KIRK'S AUTOMOTIVE, INC. |
|---|---|
| _____ | _____ |
| P. Scott Graham<br>CEO/General Manager | Robert Kirkman<br>President |
| _____ | _____ |
| Date | Date |

Federal Tax I.D. No. 38-1861184

CM _____

ATTACHMENT A - PRICING
MNT19-46E
TRANSIT BUS PARTS

| Item Number | Item Code | Description | Model Number | Unit of Measure | *Quantity | **Base Year Pricing |
|---|---|---|---|---|---|---|
| 1 | 232 | SWITCH ;NF,TURN SIGNAL | 011715402;1994132;5925959;7792;AA1506001 | EA | 1 | $5.04 |
| 2 | 4473 | SWITCH ;NF, 70 PSI, AIR PRESSURE | 011220009;284833;5963111 | EA | 1 | $9.00 |
| 3 | 8102 | HEADLAMP,NF,HIGH BEAM | H4651;HB | EA | 1 | $6.05 |
| 4 | 9159 | LINK ;NF WIPER SADDLE | 6303253;C1201501CD;WWSL | EA | 1 | $1.05 |
| 5 | 9175 | NOZZLE ;NF WIPER | 5922666;B1267901HA | EA | 1 | $1.31 |
| 6 | 9456 | WINDSHIELD ;NF SR585-SR842 RH | 8112389 | EA | 1 | $219.13 |
| 7 | 9472 | WINDSHIELD ;NF ,SR585-SR842 LH | 8112388 | EA | 1 | $209.13 |
| 8 | 9480 | SWITCH ;NF SPST MAINTAINED ON-OFF | 8110728 | EA | 1 | $2.73 |
| 9 | 9498 | SWITCH ;NF ABS SPST MOMENTARY OFF-ON | 8110729 | EA | 1 | $3.69 |
| 10 | 9548 | BUMPER ACCESS DOOR(CAN ALSO USE S/C9530) | 8111131 | EA | 1 | $0.46 |
| 11 | 9621 | MODULE ;NF RELAY SOCKET | 1325 | EA | 1 | $0.56 |
| 12 | 9639 | BREAKER ;NF 15 AMP CIRCUIT | 20142 | EA | 1 | $28.60 |
| 13 | 9647 | BREAKER ;NF 10 AMP CIRCUIT | 20140 | EA | 1 | $16.54 |
| 14 | 9670 | BREAKER ;NF 30 AMP CIRCUIT | 22382 | EA | 1 | $24.83 |
| 15 | 9712 | FLASHER ;NF COMBINATION | 106956;228478;6349689;6349690 | EA | 1 | $68.24 |
| 16 | 9746 | REFLECTOR ;NF RED EXTERIOR | 021180;B491R | EA | 1 | $0.94 |
| 17 | 9753 | REFLECTOR ;NF AMBER EXTERIOR | 021181;B491A | EA | 1 | $0.94 |
| 18 | 9761 | ELEMENT ;NF SR585-SR709 PS/HYD FILTER | 6323610;C1702;P1707HD10;PT707HD1; 51434 | EA | 1 | $11.56 |
| 19 | 9803 | O-RING ;NF,P/S RESERVOIR FILTER | 6327398 | EA | 1 | $0.49 |
| 20 | 9878 | SOLENOID KIT ;NF,COOLANT MODULATOR VALVE | 14-50036-00;60-302;6325259 | EA | 1 | $130.79 |
| 21 | 10058 | SCREW ;NF W/W ARM | 6303254 | EA | 1 | $1.58 |
| 22 | 10066 | NUT ;NF,W/W ARM | 5920832 | EA | 1 | $0.09 |
| 23 | 10074 | BOLT ;NF W/W ARMS | 5922668 | EA | 1 | $0.94 |
| 24 | 10512 | BEARING ;NF,FRONT HUB INNER | 6312248;BR331933;CR2560 | EA | 1 | $51.28 |
| 25 | 10520 | WASHER ;NF R/L FRONT HUB(LARGE) | 6312287 | EA | 1 | $2.36 |
| 26 | 10546 | BOLT ;NF FRONT WHEEL MOUNTING | 6313127;6313127NFA | EA | 1 | $3.12 |
| 27 | 10561 | SCREW ;NF,SELF- ALIGNING M12 | 6317572 | EA | 1 | $1.09 |
| 28 | 10579 | WASHER ;NF R/L FRONT HUB(SMALL) | 6312288 | EA | 1 | $3.83 |
| 29 | 10587 | BEARING ;NF FRONT HUB OUTER | 32310J2/Q;6312249;BR32310 | EA | 1 | $28.33 |
| 30 | 10603 | SCREW ;NF,FR BRAKE DRUM CHEESE HEAD | 6313129 | EA | 1 | $1.38 |
| 31 | 10819 | LIGHT W/O HARNESS ;NF LICENSE PLATE | 102404;15200C;J340021;TBB-J340021 | EA | 1 | $2.86 |
| 32 | 11536 | NUT ;NF REAR CAPPED ALUM. LUG | 38114 | EA | 1 | $6.54 |
| 33 | 11544 | NUT ;NF FRONT CAPPED ALUM LUG | 38115 | EA | 1 | $5.54 |
| 34 | 11551 | HORN ;NF DUAL | 136163;266842 | EA | 1 | $11.86 |
| 35 | 11726 | SWITCH ;NF,ORI,MASTER | 5951270 | EA | 1 | $8.16 |
| 36 | 11817 | DESSICANT KIT ;NF,AIR DRIER | 6313239;T224; CART224 | EA | 1 | $29.92 |
| 37 | 11825 | VALVE KIT ;NF AIR DRIER BLEED | 223;6313245 | EA | 1 | $4.06 |
| 38 | 11841 | VALVE ;NF UNLOADER SERVICE | 235;6313244 | EA | 1 | $19.15 |
| 39 | 11858 | VALVE KIT ;NF AIR DRIER CHECK | 238;6313243 | EA | 1 | $3.95 |
| 40 | 11874 | KNOB ;NF DASH TEMPERATURE | 15696 | EA | 1 | $2.60 |
| 41 | 12138 | CYLINDER ;NF ASSISTING ENGINE DOOR | 052633;492796 | EA | 1 | $10.20 |
| 42 | 12146 | CYLINDER ASSY ;NF LOCKING ENG. DOOR | 52634 | EA | 1 | $10.52 |
| 43 | 12195 | O-RING ;NF P/S RESERVOIR | 6326733;6327291 | EA | 1 | $0.48 |
| 44 | 12237 | VALVE ;NF,EMERGANCY RELEASE | 281481;5996782 | EA | 1 | $122.86 |
| 45 | 12286 | SEAL ;NF FRONT HUB SHAFT | 39156;6312247;6312247NFA;CR39156;TM-5060 | EA | 1 | $2.40 |
| 46 | 12294 | GASKET ;NF PLANETARY DRIVE (SR585-SR813) | 6315103;81.96601.0528 | EA | 1 | $2.13 |
| 47 | 12302 | O-RING ;NF BRAKES REAR COVER | 06.56332.4254;6313011;6313011NFA | EA | 1 | $3.40 |
| 48 | 12310 | SEAL ;NF,SR585-SR813 REAR WHEEL | 6319485;6319485NFA;TM-1730 | EA | 1 | $12.94 |
| 49 | 12328 | WIPER & SEAL KIT ;NF,SR585-SR813 REAR | 6334307;6334307NFA | EA | 1 | $9.30 |
| 50 | 12344 | ABSORBER W/MNT KIT ;NF REAR SHOCK | 015813;152959;608333-40Y;680337-40Y;M85708 | EA | 1 | $45.62 |
| 51 | 12351 | SWITCH ;NF FAN | 15697 | EA | 1 | $3.45 |
| 52 | 12369 | BELT, NF SR585-709 SR813 BUS1251 A/C | 114826;R5VX885-2 | EA | 1 | $31.99 |
| 53 | 12377 | LAMP ;NF,RH 4" CLEAR STEPWELL | 40203;40203-3;6334152;80904 | EA | 1 | $6.58 |
| 54 | 12393 | BOLT ;NF REAR WHEEL MOUNT | 6312423;6312423NFA | EA | 1 | $2.05 |

*Omnitrans makes no guarantee of usage with regard to quantity
**Base Year Pricing - All subsequent year pricing shall be determined in October of each year using the increase or decrease of Consumer Price Index (CPI).

| | | | | | | |
|---|---|---|---|---|---|---|
| 55 | 12583 | VALVE ;NF,200 PSI SAFETY | 042580;215057 | EA | 1 | $26.83 |
| 56 | 12641 | LAMP ASSY ;NF RED LED MARKER | 110464;35200R;35200R3 | EA | 1 | $8.21 |
| 57 | 12856 | LAMP ASSY ;NF,SR685-674 LIC. PLATE | 114232;15011 | EA | 1 | $6.91 |
| 58 | 12948 | VALVE,NF SR1337/SR1677 AD9 PURGE HOUSING | 5004338;5004479;6361500 | EA | 1 | $20.93 |
| 59 | 13094 | BRACKET ASSY ;NF,W/C WELD | 31028 | EA | 1 | $78.50 |
| 60 | 13144 | SWITCH ;NF MICRO SNAP ACTION DOOR | 6315427 | EA | 1 | $30.12 |
| 61 | 13185 | GASKET ;NF,THO,OIL,P/S PUMP | 039172;3008400;3929751 | EA | 1 | $1.43 |
| 62 | 13193 | GEAR ;NF TF750 AIR COMPRESSOR | 200398 | EA | 1 | $15.96 |
| 63 | 13292 | CONNECTOR ;NF EXHAUST FLEX | 89572 | EA | 1 | $74.86 |
| 64 | 13300 | SENSOR ASSY ;NF,SR585-674,SR813-1337 ABS | 6322076;6344419 | EA | 1 | $12.41 |
| 65 | 13359 | SWITCH ;NF SNAP ACTION | 6304386 | EA | 1 | $27.76 |
| 66 | 13367 | CONTROLLER ASSY ;NF,THOMAS DOOR | 110103;J320061 | EA | 1 | $91.48 |
| 67 | 13391 | MOTOR ;NF CONDENSER | 071075000;54-00533-00;6330065 | EA | 1 | $2,539.01 |
| 68 | 13458 | EQUALIZER ;NF,ORI BATTERY | 051008186;081718;6306718;6358443 | EA | 1 | $472.28 |
| 69 | 13722 | O-RING ;NF,QR-1C SUPPLY PORT | 5961454 | EA | 1 | $1.86 |
| 70 | 13748 | O-RING ;NF QR1C VALVE SEAL | 6121303 | EA | 1 | $0.98 |
| 71 | 13755 | DIAPHRAGM ;NF QR-1C VALVE | 5920408 | EA | 1 | $0.84 |
| 72 | 13763 | GAUGE ;NF DUAL AIR PRESSURE, 150PSI, 4" | 011003416;012337 | EA | 1 | $205.50 |
| 73 | 13771 | LAMP ASSY ;NF,SIDE TURN SIGNAL | 5946705 | EA | 1 | $9.80 |
| 74 | 13789 | LENS ;NF,NEO,AMBER TURN SIGNAL | 5921680 | EA | 1 | $1.10 |
| 75 | 13805 | LAMP ASSY ;NF,INSIDE STEPWELL | 48337 | EA | 1 | $5.09 |
| 76 | 13854 | LEVEL ;NF,HYD RESERVOIR FLUID | 10930 | EA | 1 | $20.70 |
| 77 | 13862 | ADJUSTER ;NF,SR585-842 LH FRONT SLACK | 419-79226;6312105 | EA | 1 | $111.56 |
| 78 | 13888 | ADJUSTER ;NF,SR585-813 LH REAR SLACK | 419-79217;6312123 | EA | 1 | $111.56 |
| 79 | 13896 | ADJUSTER ;NF,SR585-813 RH REAR SLACK | 419-79216;6312124 | EA | 1 | $111.56 |
| 80 | 13904 | ADJUSTER ;NF,SR585-842 RH FRONT SLACK | 419-79225;6312106 | EA | 1 | $111.56 |
| 81 | 13946 | SWITCH ;NF,18" TOUCH TAPE | 49442 | EA | 1 | $60.57 |
| 82 | 14019 | ELBOW ;NF 4" RUBBER AIR INTAKE | 058786;89820K | EA | 1 | $19.60 |
| 83 | 14159 | VALVE ;NF FRONT/REAR LEVELING | 041415;194022;280000 | EA | 1 | $35.27 |
| 84 | 14274 | MODULE ;NF DRL LOW BEAM | 060169;70997A | EA | 1 | $53.90 |
| 85 | 14399 | LAMP ASSY W/O WIRE CONNECTOR ;NF STEPWEL | 6339307;8210588 | EA | 1 | $8.11 |
| 86 | 14704 | VALVE ;NF QRN-2 QUICK RELEASE | 051642;800063;KN32011 | EA | 1 | $8.51 |
| 87 | 14811 | VALVE ;NF QR-1C QUICK RELEASE | 070057;289714;QR-1C | EA | 1 | $60.68 |
| 88 | 14878 | FILLER ;NF P/S RESERVOIR BREATHER | 51018 | EA | 1 | $13.02 |
| 89 | 14886 | LAMP ASSY ;NF TURN SIGNAL | 114518;LGS1503001 | EA | 1 | $15.53 |
| 90 | 14902 | LENS ;NF CORNER LIGHT | 6335872;TL99015 | EA | 1 | $2.88 |
| 91 | 15131 | DIAPHRAGM ;NF FRONT BRAKE | 234099;6311975;T-0020;T-0020R;T-0024R | EA | 1 | $4.75 |
| 92 | 15149 | DIAPHRAGM ;NF REAR BRAKE CHAMBER | 2329245ABC;234101;2462339;5942688;5997868;BEP30D;M4031165;T-0030R;TE 151-30 | EA | 1 | $4.60 |
| 93 | 15289 | TANK ;NF MUFFLER(PING) | 5953334 | EA | 1 | $39.00 |
| 94 | 15594 | GASKET ;NF A/C COMPRESSOR | 17-40104-07 | EA | 1 | $4.00 |
| 95 | 15602 | CLUTCH ASSY ;NF,CARRIER A/C COMP. | 50-01122-14 | EA | 1 | $1,758.04 |
| 96 | 15644 | CAP ;NF SR585-SR842 10 LB RADIATOR | 010804040;072758;10237;46011;703-1319;RADC | EA | 1 | $2.25 |
| 97 | 15719 | ELEMENT; NF 8.3 CRANKCASE FILTER | 23522898;3607166;6337309;8L-1-826;NM0100001-003;220107;WS10107; 220107 | EA | 1 | $67.77 |
| 98 | 16360 | SWITCH ;NF OIL PRESSURE | 76577-4-N/C;8110466 | EA | 1 | $43.83 |
| 99 | 16378 | GAUGE ;NF ENG. OIL PRESSURE 100 PSI | 8112038 | EA | 1 | $34.17 |
| 100 | 16394 | BLADE ;NF SR585,SR674,SR709 FAN | 132831 | EA | 1 | $74.80 |
| 101 | 16410 | MOTOR ;NF(01-0127) FAN | 106398 | EA | 1 | $773.76 |
| 102 | 16451 | CLAMP ;NF 4" LAP JOINT SEAL | 013870;089275;56-400;66-400;ZFS89527K | EA | 1 | $7.22 |
| 103 | 16675 | DRIER ;NF R134A A/C | 14-00320-00;6325207;AC101-309;EKH416/59 | EA | 1 | $45.23 |
| 104 | 16766 | ELBOW ;NF 2-1/4" SILICONE 90 DEG HOSE | 28889 | EA | 1 | $20.89 |
| 105 | 16857 | BUSHING ;NF FRONT RADIUS ROD | 6322936 | EA | 1 | $18.04 |
| 106 | 16873 | VOLTMETER ;NF 18-24 VOLT | 102276 | EA | 1 | $22.96 |
| 107 | 16956 | SEAL ;NF BRAKE SPIDER FRONT | 6312089;6312089NFA | EA | 1 | $0.49 |
| 108 | 16964 | SEAL ;NF BRAKE SPIDER FRONT | 6312959;6312959NFA | EA | 1 | $0.80 |
| 109 | 17244 | CLAMP ;NF 1-1/2 TRANS HOSE | 058878;PHC | EA | 1 | $1.20 |

*Omnitrans makes no guarantee of usage with regard to quantity
**Base Year Pricing - All subsequent year pricing shall be determined in October of each year using the increase or decrease of Consumer Price Index (CPI).

| | | | | | | |
|---|---|---|---|---|---|---|
| 110 | 17426 | SWITCH ;NF SPDT ON-OFF-ON | 5586;8111698 | EA | 1 | $3.74 |
| 111 | 17475 | WASHER ;NF SEALING | 038855;33-2789;390250 | EA | 1 | $7.88 |
| 112 | 17582 | SHOCK ;NF RADIATOR/BATTERY DOOR | 8111819 | EA | 1 | $10.40 |
| 113 | 17608 | CAMSHAFT ;NF RH FRONT BRAKE | 6313136;6313136NFA | EA | 1 | $29.25 |
| 114 | 17616 | CAMSHAFT ;NF LH FRONT BRAKE | 6312395;6312395NFA | EA | 1 | $29.25 |
| 115 | 17632 | CHAMBER ;NF FRONT BRAKE | 108953 | EA | 1 | $223.94 |
| 116 | 17640 | CAMSHAFT ;NF RH REAR BRAKE | 6312925;6312925NFA;TM-2110 | EA | 1 | $38.72 |
| 117 | 17657 | CAMSHAFT ;NF LH REAR BRAKE | 6312398;6312398NFA | EA | 1 | $33.75 |
| 118 | 17673 | CHAMBER ASSY ;NF(SR585-842) LH BRAKE | 042742;371879;KSM3060GCS46176;MA15776 | EA | 1 | $213.60 |
| 119 | 17681 | CHAMBER ASSY ;NF(SR585-842)RH BRAKE | 042741;371880;KSM3060GCS46175;MAXT-30-LS;T-SBP-3060051;T-SBP-3060941 | EA | 1 | $213.74 |
| 120 | 17707 | SPRING ;NF FRONT AIR BAG | 055089;1R11-178;W35-9385 | EA | 1 | $77.62 |
| 121 | 17715 | SPRING ;NF REAR AIR BAG | 009594;1R12-512;NFRAB;W35-9127 | EA | 1 | $78.70 |
| 122 | 17863 | VALVE ;NF 12V SOLENOID | 5925595;6354398 | EA | 1 | $123.52 |
| 123 | 18069 | VALVE ;NF,ENT/EXIT DOOR MOTOR MAG | 59320139-03;6307717;972328167 | EA | 1 | $136.20 |
| 124 | 18218 | RESISTOR ;NF 24 VOLT DEFROSTER | 6310736 | EA | 1 | $14.94 |
| 125 | 18432 | VALVE ;NF AIR CLEANER DRAIN | 6319475 | EA | 1 | $11.57 |
| 126 | 18523 | END ;NF TIE ROD | 6328798 | EA | 1 | $21.71 |
| 127 | 18556 | LOCKWASHER ;NF RR BRAKE ANCHOR PLATE | 6312095 | EA | 1 | $0.40 |
| 128 | 18564 | PIN ;NF BRAKE SHOE | 6312122;6312122NFA | EA | 1 | $3.69 |
| 129 | 18713 | VALVE ASSY ;NF R12 RELAY | 6333199;800476;R-12;R12 | EA | 1 | $128.88 |
| 130 | 18739 | TAPPET ;NF 8.3 ENGINE VALVE | 3931623; HT2302; M-3931623 | EA | 1 | $18.51 |
| 131 | 18887 | LAMP ASSY ;NF SERVICE LIGHT | 114528 | EA | 1 | $11.23 |
| 132 | 18929 | VALVE ;NF HEATER | 6310730 | EA | 1 | $18.76 |
| 133 | 18978 | VALVE ;NF 4-WAY KNEELING SOLENOID | 38874 | EA | 1 | $193.06 |
| 134 | 19117 | REGULATOR ASSY ;NF INTERLOCK AIR | 8110898 | EA | 1 | $69.17 |
| 135 | 19158 | FLAP ;NF MUD | 9714 | EA | 1 | $5.15 |
| 136 | 19281 | VALVE ;NF FRONT CHARGE LINE SINGLE CHECK | 5957963;800375;NFSCV | EA | 1 | $5.91 |
| 137 | 19307 | VALVE ;NF DOUBLE CHECK FR/RR SERVICE | 283321;5947153 | EA | 1 | $8.68 |
| 138 | 19588 | SEAL ASSY ;NF,B400 TRANS OUTPUT SHAFT | 148670;29515690;29541736 | EA | 1 | $34.21 |
| 139 | 19596 | TUBE ;NF CUMMINS 8.3 OIL GAUGE | 3279104;3280885;5269589 | EA | 1 | $29.04 |
| 140 | 19703 | LAMP ;NF AMBER FRONT TURN SIGNAL | 048843;60002Y;60002Y3 | EA | 1 | $14.31 |
| 141 | 20008 | BOLT ;NF,10MMX30MM CHEESE HEAD | 06.02099.0204;6313012 | EA | 1 | $0.47 |
| 142 | 20024 | WASHER ;NF REAR AXLE SEALING | 06.56190.0822;6313015 | EA | 1 | $0.15 |
| 143 | 20172 | NF, CNG PRIMARY FUEL FILTER ELEMENT | 6339089;RK47133-01 | EA | 1 | $29.80 |
| 144 | 20693 | SENSOR ;NF,B400, B300 TRANS SPEED | 29508034;29543434; ATP16699; 16699 | EA | 1 | $248.54 |
| 145 | 20701 | VALVE ASSY ;NF E-10 BRAKE | 022760;101100;101100N;E-10;SS11505 | EA | 1 | $44.42 |
| 146 | 20784 | PLATE ;NF REAR AXLE COVER | 6312985 | EA | 1 | $2.27 |
| 147 | 20792 | BEARING ;NF OUTER TAPER ROLLER | 32019;32019X;6312989;SKF32019X | EA | 1 | $51.29 |
| 148 | 20800 | BEARING REAR ;NF INNER TAPER ROLLER | 33021M;6312984;6325791;SKFBR33021 | EA | 1 | $82.01 |
| 149 | 21105 | LAMP ASSY ;NF AMBER IDENTIFICATION | 097439;18050Y | EA | 1 | $11.33 |
| 150 | 21113 | LAMP ASSY ;NF 131-141 RED LED ID | 097464;18050R;18050R3 | EA | 1 | $10.38 |
| 151 | 21121 | LAMP ;NF AMBER,KNEELING/ LIFT WARNING | 084568;10275Y3 | EA | 1 | $17.33 |
| 152 | 21139 | LAMP ASSY ;NF,SR585-SR709 BACK-UP | 46221 | EA | 1 | $4.71 |
| 153 | 21162 | CAP ;NF A/C R134A VALVE | 40-00520-02;6338588 | EA | 1 | $3.95 |
| 154 | 21618 | BRUSH KIT ;NF HORN | 6330287 | EA | 1 | $52.00 |
| 155 | 21733 | CAM ;NF DOOR VALVE | 5941340 | EA | 1 | $3.73 |
| 156 | 21840 | PULLEY ;NF,ORI,CUMMINS 8.3 IDLER | 3935015;3978019;4991240; 36093 | EA | 1 | $26.03 |
| 157 | 21915 | SERVICE KIT ;NF AIR DRIER HEATER | 619110;6334098 | EA | 1 | $85.00 |
| 158 | 21923 | GLASS KIT,NF SURGE TANK SIGHT | 5926777;7700067 | EA | 1 | $4.98 |
| 159 | 22111 | ELBOW ;NF 90' SILICONE AIR | 106428 | EA | 1 | $29.76 |
| 160 | 22202 | PIN ;NF FRONT & REAR BRAKE SHOE | 6312957;6312957NFA | EA | 1 | $1.15 |
| 161 | 22210 | PIN ;NF REAR BRAKE SHOE ROLLER | 6312086;6312086NFA;TM-3200 | EA | 1 | $3.25 |
| 162 | 22293 | SWITCH ;NF SNAP-ACTION | 6304864 | EA | 1 | $32.63 |
| 163 | 22319 | VALVE ;NF 75 PSI PRESSURE PROTECTION | 277227;5963963 | EA | 1 | $12.00 |
| 164 | 22467 | DEFLECTOR ;NF AIR LOUVER DRIVERS DASH PA | 8112381 | EA | 1 | $4.80 |

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|---|---|---|---|---|---|---|
| 165 | 22475 | PUMP ASSY ;NF W/C RAMP | 28893 | EA | 1 | $795.89 |
| 166 | 23200 | GASKET ;NF OUTER SPACER | 5911024 | EA | 1 | $0.95 |
| 167 | 23234 | NUT ;NF WIPER ASSY | 5911028 | EA | 1 | $3.88 |
| 168 | 23259 | END ;NF 3/4" MALE RH ROD | 50942 | EA | 1 | $9.43 |
| 169 | 23267 | END ;NF 3/4" MALE LH ROD | 50943 | EA | 1 | $9.85 |
| 170 | 23283 | TURNBUCKLE ;NF TENSIONING | 86526 | EA | 1 | $47.76 |
| 171 | 23432 | SOCKET ASSY ;NF RH DRAG LINK | 070515;070515NFA;103279;L-28-SV-5002-A-12 | EA | 1 | $25.10 |
| 172 | 23986 | U-CLAMP, NF CUSHION CAC TUBE 5" | 49749 | EA | 1 | $20.27 |
| 173 | 24000 | WASHER ;NF FINAL DRIVE SEALING | 06.56200.0811;6313016 | EA | 1 | $1.84 |
| 174 | 24067 | ALARM ;NF W/C BUZZER | 5997458 | EA | 1 | $27.95 |
| 175 | 24240 | SPRING ;NF,B400 TRANS RETURN ASSY | 29503215 | EA | 1 | $111.07 |
| 176 | 24349 | U-JOINT ;NF TRANS SIDE | 5-675X;6320664 | EA | 1 | $18.40 |
| 177 | 24356 | U-JOINT ;NF ENGINE SIDE | 6303109 | EA | 1 | $14.10 |
| 178 | 24380 | SEAL ;NF 8.3 LITER | 3818885;6336326; M-3818885 | EA | 1 | $0.34 |
| 179 | 24414 | PIN KIT ;NF FRONT KING | 6313078; 6313078NFA | EA | 1 | $58.65 |
| 180 | 24588 | VALVE ASSY ;NF ABS 24V MODULATOR | 084456;430027;6405263 | EA | 1 | $166.38 |
| 181 | 25254 | O-RING ;NF,ZF,TRANS ACCUMILATOR | 634316159 | EA | 1 | $0.90 |
| 182 | 25361 | O-RING ;NF 50DN ALTERNATOR | DR1967037 | EA | 1 | $0.79 |
| 183 | 25445 | GASKET ;NF 35200Y/R LIGHT MOUNTING | 042156;97038 | EA | 1 | $1.84 |
| 184 | 25585 | SHOCK ;NF FUEL FILL DOOR | 8112162 | EA | 1 | $7.34 |
| 185 | 26617 | NECK ASSY ;NF SURGE TANK | 14218 | EA | 1 | $16.56 |
| 186 | 26682 | GASKET ;NF,OIL COOLER CORE | 3918174 | EA | 1 | $10.92 |
| 187 | 27078 | STRAP ;NF (STATIC)GROUND | 5995795;90330;S206;SGS | EA | 1 | $2.07 |
| 188 | 27110 | PLUG ASSY ;NF B400B TRANS SEAL EXPANDER | 29530328 | EA | 1 | $18.08 |
| 189 | 27573 | STRAPs or KIT-NF U-JOINT | 39884 | EA | 1 | $2.76 |
| 190 | 27581 | NF CUMMINS 8.3 & 8.9 REAR ENG. MOUNT | 116019 | EA | 1 | $37.90 |
| 191 | 27680 | HOSE ;NF 8.3 ,2-1/2" ID HUMP | 34528 | EA | 1 | $9.42 |
| 192 | 27706 | WASHER ;NF SNUBBING | 45076 | EA | 1 | $3.00 |
| 193 | 27722 | WASHER ;NF ENGINE REBOUND | 109863 | EA | 1 | $11.52 |
| 194 | 27896 | SPRING ;NF REAR & FRONT RETURN BRAKE | 6312091;6312972;6312972NFA;6335343NFA;6335353NFA;6355133NFA;TM-3210 | EA | 1 | $1.25 |
| 195 | 27961 | SWITCH ;NF,SR813 SNAP ACTION | 6328754 | EA | 1 | $30.12 |
| 196 | 28043 | ROLLER ;NF BRAKE TREADLE | 070137;236288N;70137 | EA | 1 | $3.92 |
| 197 | 28092 | WASHER ;NF LOCK PLANETARY FINAL DRIVE | 6312994;81.90801.0224 | EA | 1 | $2.91 |
| 198 | 28100 | SWITCH ;NF,BATTERY DISCONNECT | 027985;KG1505005 | EA | 1 | $139.73 |
| 199 | 28126 | SWITCH ;NF HEATER VALVE MICRO | 6310745 | EA | 1 | $2.58 |
| 200 | 28373 | RECTIFIER ;NF HEATER/DEFROSTER ASSY | 6312007 | EA | 1 | $2.92 |
| 201 | 28571 | SEAL ;NF DOUBLE LIP-BEARING | 6325792NFA2 | EA | 1 | $12.80 |
| 202 | 28886 | ROD END ;NF DRAG LINK&GEAR BOX MALE | 103278;6455 | EA | 1 | $10.97 |
| 203 | 28894 | ROD END ;NF DRAG LINK &GEAR BOX MALE | 39787 | EA | 1 | $16.64 |
| 204 | 29116 | SPEAKER ASSY ;NF,ORI EXTERIOR | 011060250;5995474 | EA | 1 | $34.03 |
| 205 | 29652 | PIN ;NF SLACK ADJUSTER | 6312125 | EA | 1 | $5.73 |
| 206 | 29843 | BELT ;NF SR1337 A/C | 011326;2/5VX900;382348;R5VX900-2 | EA | 1 | $30.06 |
| 207 | 30148 | REPAIR KIT ;NF REAR UPPER RADIUS ROD | 25649;6313765;6313765N;6313765NFA;MR25649 | EA | 1 | $17.60 |
| 208 | 30387 | CONNECTOR ;ALLISON,NF 3- PIN TRANS | 29511368;29541278;29544002 | EA | 1 | $100.93 |
| 209 | 30650 | PLUNGER ;NF,BRAKE TREADLE | 298485;6309809;F1219503AM | EA | 1 | $12.56 |
| 210 | 31385 | SPACER ;NF SR813 RADIUS ROD | 223196 | EA | 1 | $3.48 |
| 211 | 31823 | NUT ;NF,DIFF DOUBLE HEXAGON W/COLLAR | 6312916 | EA | 1 | $9.78 |
| 212 | 32102 | VALVE ;NF ZF ACCUMILATOR SOLENOID | 501318422 | EA | 1 | $270.52 |
| 213 | 32219 | SEAL ;NF PINION SHAFT | 6312912 | EA | 1 | $15.27 |
| 214 | 32870 | SLEEVE ;NF B400R TRANS GROUND | 29516484 | EA | 1 | $396.65 |
| 215 | 33035 | HARDWARE KIT ;NF FR/RR SHOCK ABSORBER | 15749 | EA | 1 | $7.12 |
| 216 | 33142 | RING ;NF FINAL DRIVE LOCK | 6312995;81.90620.0048 | EA | 1 | $22.73 |
| 217 | 33316 | REPAIR KIT ;NF CURBSIDE LATERAL ROD | 6313766 | EA | 1 | $167.07 |
| 218 | 33373 | SWITCH ;NF DEFROSTER MOTOR MICRO | 6328355 | EA | 1 | $4.19 |
| 219 | 33456 | MOUNT ;NF A/C COMPRESSOR SSB | 132752 | EA | 1 | $20.14 |

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| 220 | 33811 | SWITCH ;NF DASH SPDT TOGGLE | 110557 | EA | 1 | $22.74 |
| 221 | 33944 | O-RING ;NF,ALLISON B400 TRANS | 29502439 | EA | 1 | $4.34 |
| 222 | 34009 | INDICATOR ;NF SLACK ADJUSTER | 6312934 | EA | 1 | $1.95 |
| 223 | 34280 | SWITCH ;NF W/C RAMP | 33433 | EA | 1 | $226.51 |
| 224 | 34512 | LAMP ASSY ;NF,SR813-842,LIC PLATE | 90606 | EA | 1 | $10.89 |
| 225 | 34579 | LATCH ;NF RH ACCESS DOOR | 8110774 | EA | 1 | $3.96 |
| 226 | 34587 | LATCH ;NF, LH ACCESS DOOR | 8110775 | EA | 1 | $3.96 |
| 227 | 34686 | ELEMENT ;NF SR842 PS/HYD FILTER | 51724;6332908;BT372-MPG;HF6604;LFH8324;P8224; FIL1724 | EA | 1 | $53.45 |
| 228 | 34868 | VALVE KIT ;NF(SR813)AIR DRIER TURBO | 228;6326544 | EA | 1 | $12.82 |
| 229 | 35022 | PLATE ;NF, BRAKE TREADLE MOUNTING | 241500;5941548 | EA | 1 | $24.59 |
| 230 | 35030 | PIN ;NF BRAKE TREADLE FULCRUM | 5921788 | EA | 1 | $3.02 |
| 231 | 35121 | LAMP W/HARNESS ;NF,SR813-842 LED LIC.PLA | 90596 | EA | 1 | $7.13 |
| 232 | 36459 | BEARING ;IMPERIAL,NF 1/4-28 ROD END LINK | 024026;6461 | EA | 1 | $0.90 |
| 233 | 36558 | VALVE W/MICRO SWITCH ;NF HEATER | 6327076 | EA | 1 | $29.26 |
| 234 | 36574 | CONTROL ;NF,SR813 VALVE ASSY WIPER | 42194 | EA | 1 | $36.98 |
| 235 | 36962 | SPACER ;NF A/C ROD END | 50904 | EA | 1 | $0.97 |
| 236 | 37051 | WIPER KIT ;NF INTERMITTENT | 12402 | EA | 1 | $317.81 |
| 237 | 37564 | NUT ;NF TIE ROD LOCKING | 6328801 | EA | 1 | $2.17 |
| 238 | 38042 | CYLINDER ;NF SIDE CONSOLE ACCESS DOOR | 6098 | EA | 1 | $7.85 |
| 239 | 39479 | BLADE ;NFSR842 36" FAN RADIATOR | 210286 | EA | 1 | $81.30 |
| 240 | 39826 | REPAIR KIT ;NF(SR813,SR842) DRAIN VALVE | 41071327;6315491 | EA | 1 | $27.85 |
| 241 | 39974 | NIPPLE ;NF LUB. HYD TYPE 45 DEG GREASE | 000018549;018142;18549;6313086 | EA | 1 | $1.81 |
| 242 | 39982 | FITTING ;NF,46 mm,BRAKE CAMSHAFT | 6317752 | EA | 1 | $6.55 |
| 243 | 40030 | VALVE ;NF AIR TANK DRAIN | 8110904;DC601-4 | EA | 1 | $5.10 |
| 244 | 41392 | SWITCH ;NF W/W | 5956451 | EA | 1 | $38.15 |
| 245 | 41913 | SEPARATOR ;NF,SR813,SR842 OIL/WATER | 96473 | EA | 1 | $148.45 |
| 246 | 42846 | PLATE ;NF W/C RAMP ASSY CAM | 27141 | EA | 1 | $66.04 |
| 247 | 42853 | ARM ;NF W/C CLEVIS | 27144 | EA | 1 | $20.84 |
| 248 | 42861 | CAM FOLLOWER ;NF W/C | 27146 | EA | 1 | $10.10 |
| 249 | 42879 | ROLLER ;NF W/C GUIDE | 27143 | EA | 1 | $7.60 |
| 250 | 42937 | FITTING ;NF,56 mm | 6312939 | EA | 1 | $6.82 |
| 251 | 44586 | CONNECTOR ;NF HOSE 3/8" I.D. X 3/8" PT | 5956149 | EA | 1 | $9.24 |
| 252 | 44636 | GASKET ;NF SR842-SR1564 FINAL DRIVE | 6345897 | EA | 1 | $3.41 |
| 253 | 47167 | BOOT ;NF BRAKE THREADLE DUST | 5961341 | EA | 1 | $1.42 |
| 254 | 48421 | REPAIR KIT ;NF,SR813-SR842 SEPARATOR | 6315490 | EA | 1 | $20.67 |
| 255 | 48645 | GAUGE ;NF SR842 FRONT AIR PRESSURE | 218434 | EA | 1 | $74.17 |
| 256 | 49353 | EQUALIZER ;NF,SR842-SR1564 80A BATTERY | 261087 | EA | 1 | $547.56 |
| 257 | 50120 | GUARD ;NF,LAMP | 89158 | EA | 1 | $3.51 |
| 258 | 51094 | CLAMP ;NF EXHAUST 4.75" I.D. | 205042;88-406 | EA | 1 | $17.05 |
| 259 | 51342 | BUSHING ;NF,FITTING STANCHION NEOPRENE | 8111092 | EA | 1 | $3.00 |
| 260 | 51391 | NUT ;NF 5/16-24 CLAMP RING BOLT | 237887;6332225 | EA | 1 | $1.11 |
| 261 | 51508 | ADJUSTER, NF SR842-1564 L & R REAR SLACK | 6345722;6345772 | EA | 1 | $111.56 |
| 262 | 52548 | BOLT ;NF,REAR BRAKE ANCHOR PLATE | 6313099 | EA | 1 | $2.17 |
| 263 | 53157 | ARM ASSY ;NF SR585-SR1820 WIPER | 086238;102852 | EA | 1 | $116.06 |
| 264 | 53207 | SEAL; NF SR842-SR1564 REAR HUB SHAFT | 6345862;6361462;6361462NFA | EA | 1 | $17.06 |
| 265 | 53470 | ABSORBER ASSY ;NF SR842/1337 REAR SHOCK | 116434;85708 | EA | 1 | $124.04 |
| 266 | 54114 | BEZEL ;NF,HEAD LAMP | 15705 | EA | 1 | $12.90 |
| 267 | 54262 | TEE ;NF,WINDSHIELD WASHER | 5957380 | EA | 1 | $0.89 |
| 268 | 55202 | BEARING ASSY SR842 /SR1337 REAR HUB UNIT | 6348112 | EA | 1 | $157.06 |
| 269 | 55228 | ABSORBER ;NF,SR842-SR1564 FRONT SHOCK | 116435;345935 | EA | 1 | $124.04 |
| 270 | 100560 | REGULATOR ;NF SR585-SR709 24V | 10457699;122471;D699;JE0103002; MD805 | EA | 1 | $64.05 |
| 271 | 100842 | VALVE ;NF, SC-3, SINGLE CHECK | 011213004;227788;5003524;5923496;800372;KN23000;SCV | EA | 1 | $8.65 |
| 272 | 101907 | BUTTON ;NF,HORN | 004231;050410402 | EA | 1 | $5.49 |
| 273 | 104109 | FILTER ;NF(SR813-SR842)ZF TRANS | 0750131003;4139298038;4139298936;C0601903AB;LH8640;PT8385; W03AT1170 | EA | 1 | $50.33 |
| 274 | 105544 | VALVE KIT ;NF SR1337 AD9 PURGE | 107798;A1211531ZA;G1012657;JL1101001-004;R950014; 107798K | EA | 1 | $5.26 |

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|---|---|---|---|---|---|---|
| 275 | 110627 | RELAY W/DIODE ;NF,ORI,RTS 24V | 011021249;15537443;G1008277;G5008277;LE1808002-064;N11613 | EA | 1 | $2.22 |
| 276 | 117606 | SWITCH ;NF,THO, POWER WAVE | 011007003;2017132;2064067;57410099-30;5992280;6306733;6328727;DPD-033096 | EA | 1 | $62.86 |
| 277 | 122465 | KNOB ;NF, THOMAS P/B VALVE | 2041240;248433;25-612-182;5922627;9646248433;BW248502 | EA | 1 | $1.62 |
| 278 | 122622 | WIPER REFILL;NF 26 "(BLADE) | 000009571;2041862;3J-34-38;53-26;53-27;6310782;6310782NFA | EA | 1 | $3.24 |
| 279 | 129783 | VALVE ;NF SURGE TANK PRESSURE RELIEF | 010804014;014734;2081692;BJ0101028 | EA | 1 | $10.27 |
| 280 | 131607 | RELAY W/O DIODE ;NF,12V | 091231;091233;2098912;G1017708; RY30 | EA | 1 | $4.25 |
| 281 | 132407 | GASKET ;NF,SURGE TANK CAP(MOUNT) | 010804012;102963;2208174;5952930;97-971-2 | EA | 1 | $0.12 |
| 282 | 136226 | BUSHING ;NF,SHOCK | 010134001;050134001;12-5-123;12-5-123CG;2350908;2350908-A;5957150;6-512-1;B-908;MR1234 | EA | 1 | $0.49 |
| 283 | 136986 | GASKET ;NF,JD, P/S HYD PUMP | 23516100;5998287; M-23516100 | EA | 1 | $0.82 |
| 284 | 139006 | O-RING ;NF, QR-1 COVER SEALING | 2459255;4C-12-5 | EA | 1 | $0.98 |
| 285 | 154963 | GASKET ;NF,AIR GOVERNOR MOUNTING | 2338304;236577;5953786 | EA | 1 | $0.41 |
| 286 | 155127 | GASKET ;NF BOOSTER DIV. PUMP | 2389154;5957034 | EA | 1 | $0.20 |
| 287 | 155721 | NUT ;NF AIR CLEANER | 5960918;702019;9R-3-36 | EA | 1 | $0.24 |
| 288 | 160564 | O-RING,NF DOOR MOTOR | 5942542 | EA | 1 | $0.18 |
| 289 | 160820 | CHAMBER ASSY ;NF W/W PUMP | 074651;25-904-163;3F-34-27;669100;74651;800170 | EA | 1 | $23.68 |
| 290 | 161000 | DIAPHRAGM ;NF QR-1 VALVE | 25-480-152;671774 | EA | 1 | $0.84 |
| 291 | 161661 | GOVERNOR ;NF, AIR | 101474;101474N;4C-8-33;5953324;682846;H284358(NAPA) | EA | 1 | $9.24 |
| 292 | 164582 | VALVE ;NF, SR-1 SPRING BRAKE | 011223503;286364;286364N;5994884;717894;SR-1 | EA | 1 | $33.00 |
| 293 | 165126 | BUSHING ;NF,ORI RADIUS ROD | 5957548;6322757;6322757NFA;723330;723330-A;836250;A0133501AB;T14-1026 | EA | 1 | $7.78 |
| 294 | 166249 | BLADE ASSY ;NF,26" W/W | 3J-34-5;52-27;792070;8112552;8112552NFA | EA | 1 | $7.72 |
| 295 | 168443 | RETAINER ;NF,SURGE TANK CAP | 6F-14-30;850442 | EA | 1 | $0.29 |
| 296 | 168468 | GASKET ;NF,SURGE TANK CAP | 850443 | EA | 1 | $0.67 |
| 297 | 168567 | CAP ASSY ;NF SURGE TANK | 010804503;5952929;850745;97-971-1 | EA | 1 | $13.80 |
| 298 | 174581 | HOSE ;NF, 8.3 AIR INTAKE HUMP | 3071049;6333802;9L-3-103 | EA | 1 | $14.44 |
| 299 | 178145 | CLIP; NF BODY PANEL (X-MAS TREE) | A1502504AE | EA | 1 | $0.20 |
| 300 | 179549 | VALVE ;NF,A/C SUCTION(SCHRADER) | 88-06DA-403---844;AVU-45 | EA | 1 | $0.79 |
| 301 | 187765 | RELAY W/DIODE ;NF,ORI,RTS,12V | 0332209152;091230;G1008278; RY46 | EA | 1 | $6.08 |
| 302 | 195800 | HEADLAMP ;NF LOW BEAM | H4656;H4656LL;H5062;LB | EA | 1 | $5.09 |
| 303 | 216009 | WINDSHIELD,NF,SR1337 LH | 322120 | EA | 1 | $241.32 |
| 304 | 216011 | WINDSHIELD,NF,SR1337 RH | 322119 | EA | 1 | $241.32 |
| 305 | 216045 | BULB; NF SR1337 12V 55W LOW BEAM | 6359187;H11LL | EA | 1 | $3.89 |
| 306 | 216048 | BULB,NF,SR1337 12V 65W HIGH BEAM | 6359188;H9 | EA | 1 | $3.92 |
| 307 | 216138 | BELT,CUMMINS 8.9 W/P DRIVE | 4942430;5080645;6388591;8K645; 25080645 | EA | 1 | $23.40 |
| 308 | 216163 | SEAL,NF FRONT BRAKE CAMSHAFT | 6313119;6313119NFA | EA | 1 | $1.74 |
| 309 | 216166 | CHAMBER,NF,SR1337 FRONT BRAKE | 249869 | EA | 1 | $203.96 |
| 310 | 216170 | SEAL,NF SR1337 BRAKES REAR AXLE | 6312099 | EA | 1 | $3.16 |
| 311 | 216172 | RING,NF,SR1337 BRAKES REAR AXLE SNAP | 6312088;6312088NFA | EA | 1 | $0.15 |
| 312 | 216183 | GAUGE,NF SR1337 ENG. OIL PRESSURE | 111746 | EA | 1 | $71.15 |
| 313 | 216192 | MOUNT,NF SR1337 RADIATOR RUBBER | 8110071 | EA | 1 | $1.25 |
| 314 | 216208 | HOSE,NF SR1337 HUMP | 8111087 | EA | 1 | $16.11 |
| 315 | 216210 | HOSE,NF SR1337 4.0 ID SILICONE | 34530 | EA | 1 | $17.76 |
| 316 | 216216 | CAP,NF SR1337 16 LB RADIATOR | 236652 | EA | 1 | $2.30 |
| 317 | 216230 | VALVE,NF SR1337 PARK BRAKE | 284726 | EA | 1 | $10.78 |
| 318 | 216232 | VALVE,NF SR1337 SINGLE CHECK | 5951359 | EA | 1 | $43.49 |
| 319 | 216234 | RELAY,NF SR842 & SR1337 24V SPDT | 106614 | EA | 1 | $2.03 |
| 320 | 216259 | FUSE-LIMITER,NF SR1337 100A | 17531 | EA | 1 | $6.00 |
| 321 | 216264 | FUSE-LIMITER,NF SR1337 150A | 17532 | EA | 1 | $4.30 |
| 322 | 216266 | FUSE-LIMITER,NF SR1337 200A | 17533 | EA | 1 | $5.50 |
| 323 | 216278 | LAMP,NF SR1337 RED LED MARKER | 52947 | EA | 1 | $10.15 |
| 324 | 216280 | LAMP,NF SR1337 AMBER LED MARKER | 52949 | EA | 1 | $11.33 |
| 325 | 216311 | MOTOR,NF SR1337 WIPER | 225892 | EA | 1 | $162.28 |
| 326 | 216369 | VALVE,NF SR1337 1/8 NPTF PRESSURE RELEIF | 99870 | EA | 1 | $16.81 |
| 327 | 216488 | ALARM,NF BACK-UP | 138559 | EA | 1 | $59.57 |
| 328 | 216668 | BLOCK,NF FUSE | 8112200 | EA | 1 | $5.86 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 329 | 216731 | CONNECTOR,NFSR1337,1563&64 FLEX(BELLOWS) | 284878;382905;425432 | EA | 1 | $409.43 |
| 330 | 217258 | RECTIFIER,NF BRIDGE | 2174 | EA | 1 | $2.92 |
| 331 | 217330 | BUTTON,NF TREADLE PLATE STOP | 5921787 | EA | 1 | $2.82 |
| 332 | 217350 | FITTING,NF SR709 YELLOW TEE | 24824 | EA | 1 | $29.45 |
| 333 | 217766 | SEAL,NF DOOR MOTOR "U"TYPE 2-1/4 OD | 6303678;72248 | EA | 1 | $0.08 |
| 334 | 217768 | O-RING,NF DOOR MOTOR | 6303678 | EA | 1 | $0.08 |
| 335 | 217771 | SEAL,NF DOOR MOTOR "U"TYPE 3-3/8 OD | 72249 | EA | 1 | $1.30 |
| 336 | 217773 | EXPANDER,NF DOOR MOTOR | 5942543 | EA | 1 | $1.07 |
| 337 | 217775 | GASKET,NF DOOR MOTOR LARGE CYL. | 72260 | EA | 1 | $1.14 |
| 338 | 217777 | GASKET,NF DOOR MOTOR | 72259 | EA | 1 | $0.70 |
| 339 | 217779 | O-RING,NF DOOR MOTOR | 6303677 | EA | 1 | $0.26 |
| 340 | 218021 | BELT,NF SR1564 8.9 ALTERNATOR | 3288634;6336455; 5080945; NBH25080496 | EA | 1 | $9.66 |
| 341 | 218409 | CYLINDER,NF DOOR MOTOR SMALL | 6305686 | EA | 1 | $13.61 |
| 342 | 218411 | SPRING,NF DOOR MOTOR COMPRESSION | 6305692 | EA | 1 | $4.00 |
| 343 | 218553 | MOUNT,NFSR585,674,709,813 MUFFLER | 132751 | EA | 1 | $52.92 |
| 344 | 218572 | ROD,NF SR1677 UPPER FRONT RADIUS | 203269 | EA | 1 | $190.26 |
| 345 | 218580 | ROD,NF SR1677 70MM REAR RADIUS | 313019;466468 | EA | 1 | $165.18 |
| 346 | 218582 | CHAMBER,NF SR1677 RR DISC SST ROD | 395363;MJB2024ET758 | EA | 1 | $249.54 |
| 347 | 218724 | NF; BUSHING KIT, R/UPR R/ROD SR1337-1564 | 6356495 | EA | 1 | $23.20 |
| 348 | 218818 | PULLEY, THERMO KING A/C COMPRESSOR | 6308713;77-1672 | EA | 1 | $197.32 |
| 349 | 218820 | PLATE, FIELD CLUTCH THERMO KING COMP | 6308712;77-1083 | EA | 1 | $26.35 |
| 350 | 218899 | NF SR842 UPPER RADIUS ROD BLOCK | 238385 | EA | 1 | $0.97 |
| 351 | 219227 | Cylinder Assembly, 10lbs, NF, SR1677 | 370035 | EA | 1 | $9.65 |
| 352 | 219780 | LATCH, NF ENGINE DOOR SR1565/1677 | 280736 | EA | 1 | $6.76 |
| 353 | 220334 | STARTER; NF SR1820-SR1965 NEW DELCO | 260807 | EA | 1 | $282.63 |
| 354 | 220357 | E6, NF VALVE ASSEMBLY SR1820 | 5948304;T-290181 | EA | 1 | $27.73 |
| 355 | 220413 | LAMP ASSEMBLY, NF CURB LED SR1563/64 | 225167;6446619 | EA | 1 | $89.04 |
| 356 | 220672 | SENSOR, COOLANT LEVEL SR1820 | 2872933;4359193;473480;610607 | EA | 1 | $138.50 |
| 357 | 220705 | SCREW, 12 POINT 3/8-24X 1 1/4 SR1337 | 5961264 | EA | 1 | $0.32 |
| 358 | 220764 | KIT-SERVICE TAPPET AND BOOT SR1820 | 6361372;6391322 | EA | 1 | $28.08 |
| 359 | 220841 | AIR DRYER ASSEMBLY,NF TANDEM SR1965 | 583351,N-4265-AD | EA | 1 | $782.99 |
| 360 | 220843 | DISICCANT;NF CARTRIDGE KIT SR1965 | 6320544 | EA | 1 | $58.78 |
| 361 | 221329 | LAMP, ASSY, REAR CTR STOP SR1563/1564 | 412,194,481,014 | EA | 1 | $0.15 |
| 362 | 221341 | BLOWER MOTOR ASM. SR1565 ( CCW ) | 41-9388, 6394530 | EA | 1 | $2,401.75 |
| 363 | 221351 | DISCHARGE GASKET SR 1565 | 33-2805 | EA | 1 | $1.97 |
| 364 | 221353 | SUCTION GASKET SR1565 | 33-2541 | EA | 1 | $2.86 |
| 365 | 221411 | SOLENOID REPAIR KIT | 60-302 | EA | 1 | $97.51 |
| 366 | 221421 | CYLINDER ASM RADIATOR ACCESS SR1965 | 492796 | EA | 1 | $8.42 |
| 367 | 221432 | RADIUS ROD SR1820 | 466468 | EA | 1 | $165.18 |
| 368 | 221500 | DEHYDRATOR, A/C THERMO KING SR1565 | 306-221 | EA | 1 | $86.80 |

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ATTACHMENT A - PRICING
MNT19-46E
TRANSIT BUS PARTS

| Item Number | Item Code | Description | Model Number | Unit of Measure | *Quantity | **Base Year Pricing |
|---|---|---|---|---|---|---|
| 1 | 232 | SWITCH ;NF,TURN SIGNAL | 011715402;1994132;5925959;7792;AA1506001 | EA | 1 | $5.04 |
| 2 | 4473 | SWITCH ;NF, 70 PSI, AIR PRESSURE | 011220009;284833;5963111 | EA | 1 | $9.00 |
| 3 | 8102 | HEADLAMP,NF,HIGH BEAM | H4651;HB | EA | 1 | $6.05 |
| 4 | 9159 | LINK ;NF WIPER SADDLE | 6303253;C1201501CD;WWSL | EA | 1 | $1.05 |
| 5 | 9175 | NOZZLE ;NF WIPER | 5922666;B1267901HA | EA | 1 | $1.31 |
| 6 | 9456 | WINDSHIELD ;NF SR585-SR842 RH | 8112389 | EA | 1 | $219.13 |
| 7 | 9472 | WINDSHIELD ;NF ,SR585-SR842 LH | 8112388 | EA | 1 | $209.13 |
| 8 | 9480 | SWITCH ;NF SPST MAINTAINED ON-OFF | 8110728 | EA | 1 | $2.73 |
| 9 | 9498 | SWITCH ;NF ABS SPST MOMENTARY OFF-ON | 8110729 | EA | 1 | $3.69 |
| 10 | 9548 | BUMPER ACCESS DOOR(CAN ALSO USE S/C9530) | 8111131 | EA | 1 | $0.46 |
| 11 | 9621 | MODULE ;NF RELAY SOCKET | 1325 | EA | 1 | $0.56 |
| 12 | 9639 | BREAKER ;NF 15 AMP CIRCUIT | 20142 | EA | 1 | $28.60 |
| 13 | 9647 | BREAKER ;NF 10 AMP CIRCUIT | 20140 | EA | 1 | $16.54 |
| 14 | 9670 | BREAKER ;NF 30 AMP CIRCUIT | 22382 | EA | 1 | $24.83 |
| 15 | 9712 | FLASHER ;NF COMBINATION | 106956;228478;6349689;6349690 | EA | 1 | $68.24 |
| 16 | 9746 | REFLECTOR ;NF RED EXTERIOR | 021180;B491R | EA | 1 | $0.94 |
| 17 | 9753 | REFLECTOR ;NF AMBER EXTERIOR | 021181;B491A | EA | 1 | $0.94 |
| 18 | 9761 | ELEMENT ;NF SR585-SR709 PS/HYD FILTER | 6323610;C1702;P1707HD10;PT707HD1; 51434 | EA | 1 | $11.56 |
| 19 | 9803 | O-RING ;NF,P/S RESERVOIR FILTER | 6327398 | EA | 1 | $0.49 |
| 20 | 9878 | SOLENOID KIT ;NF,COOLANT MODULATOR VALVE | 14-50036-00;60-302;6325259 | EA | 1 | $130.79 |
| 21 | 10058 | SCREW ;NF W/W ARM | 6303254 | EA | 1 | $1.58 |
| 22 | 10066 | NUT ;NF,W/W ARM | 5920832 | EA | 1 | $0.09 |
| 23 | 10074 | BOLT ;NF W/W ARMS | 5922668 | EA | 1 | $0.94 |
| 24 | 10512 | BEARING ;NF,FRONT HUB INNER | 6312248;BR331933;CR2560 | EA | 1 | $51.28 |
| 25 | 10520 | WASHER ;NF R/L FRONT HUB(LARGE) | 6312287 | EA | 1 | $2.36 |
| 26 | 10546 | BOLT ;NF FRONT WHEEL MOUNTING | 6313127;6313127NFA | EA | 1 | $3.12 |
| 27 | 10561 | SCREW ;NF,SELF- ALIGNING M12 | 6317572 | EA | 1 | $1.09 |
| 28 | 10579 | WASHER ;NF R/L FRONT HUB(SMALL) | 6312288 | EA | 1 | $3.83 |
| 29 | 10587 | BEARING ;NF FRONT HUB OUTER | 32310J2/Q;6312249;BR32310 | EA | 1 | $28.33 |
| 30 | 10603 | SCREW ;NF,FR BRAKE DRUM CHEESE HEAD | 6313129 | EA | 1 | $1.38 |
| 31 | 10819 | LIGHT W/O HARNESS ;NF LICENSE PLATE | 102404;15200C;J340021;TBB-J340021 | EA | 1 | $2.86 |
| 32 | 11536 | NUT ;NF REAR CAPPED ALUM. LUG | 38114 | EA | 1 | $6.54 |
| 33 | 11544 | NUT ;NF FRONT CAPPED ALUM LUG | 38115 | EA | 1 | $5.54 |
| 34 | 11551 | HORN ;NF DUAL | 136163;266842 | EA | 1 | $11.86 |
| 35 | 11726 | SWITCH ;NF,ORI,MASTER | 5951270 | EA | 1 | $8.16 |
| 36 | 11817 | DESSICANT KIT ;NF,AIR DRIER | 6313239;T224; CART224 | EA | 1 | $29.92 |
| 37 | 11825 | VALVE KIT ;NF AIR DRIER BLEED | 223;6313245 | EA | 1 | $4.06 |
| 38 | 11841 | VALVE ;NF UNLOADER SERVICE | 235;6313244 | EA | 1 | $19.15 |
| 39 | 11858 | VALVE KIT ;NF AIR DRIER CHECK | 238;6313243 | EA | 1 | $3.95 |
| 40 | 11874 | KNOB ;NF DASH TEMPERATURE | 15696 | EA | 1 | $2.60 |
| 41 | 12138 | CYLINDER ;NF ASSISTING ENGINE DOOR | 052633;492796 | EA | 1 | $10.20 |
| 42 | 12146 | CYLINDER ASSY ;NF LOCKING ENG. DOOR | 52634 | EA | 1 | $10.52 |
| 43 | 12195 | O-RING ;NF P/S RESERVOIR | 6326733;6327291 | EA | 1 | $0.48 |
| 44 | 12237 | VALVE ;NF,EMERGANCY RELEASE | 281481;5996782 | EA | 1 | $122.86 |
| 45 | 12286 | SEAL ;NF FRONT HUB SHAFT | 39156;6312247;6312247NFA;CR39156;TM-5060 | EA | 1 | $2.40 |
| 46 | 12294 | GASKET ;NF PLANETARY DRIVE (SR585-SR813) | 6315103;81.96601.0528 | EA | 1 | $2.13 |
| 47 | 12302 | O-RING ;NF BRAKES REAR COVER | 06.56332.4254;6313011;6313011NFA | EA | 1 | $3.40 |
| 48 | 12310 | SEAL ;NF,SR585-SR813 REAR WHEEL | 6319485;6319485NFA;TM-1730 | EA | 1 | $12.94 |
| 49 | 12328 | WIPER & SEAL KIT ;NF,SR585-SR813 REAR | 6334307;6334307NFA | EA | 1 | $9.30 |
| 50 | 12344 | ABSORBER W/MNT KIT ;NF REAR SHOCK | 015813;152959;608333-40Y;680337-40Y;M85708 | EA | 1 | $45.62 |
| 51 | 12351 | SWITCH ;NF FAN | 15697 | EA | 1 | $3.45 |
| 52 | 12369 | BELT, NF SR585-709 SR813 BUS1251 A/C | 114826;R5VX885-2 | EA | 1 | $31.99 |
| 53 | 12377 | LAMP ;NF,RH 4" CLEAR STEPWELL | 40203;40203-3;6334152;80904 | EA | 1 | $6.58 |
| 54 | 12393 | BOLT ;NF REAR WHEEL MOUNT | 6312423;6312423NFA | EA | 1 | $2.05 |
| 55 | 12583 | VALVE ;NF,200 PSI SAFETY | 042580;215057 | EA | 1 | $26.83 |
| 56 | 12641 | LAMP ASSY ;NF RED LED MARKER | 110464;35200R;35200R3 | EA | 1 | $8.21 |

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MNT19-46E
TRANSIT BUS PARTS

| | | | | | | |
|---|---|---|---|---|---|---|
| 57 | 12856 | LAMP ASSY ;NF,SR685-674 LIC. PLATE | 114232;15011 | EA | 1 | $6.91 |
| 58 | 12948 | VALVE,NF SR1337/SR1677 AD9 PURGE HOUSING | 5004338;5004479;6361500 | EA | 1 | $20.93 |
| 59 | 13094 | BRACKET ASSY ;NF,W/C WELD | 31028 | EA | 1 | $78.50 |
| 60 | 13144 | SWITCH ;NF MICRO SNAP ACTION DOOR | 6315427 | EA | 1 | $30.12 |
| 61 | 13185 | GASKET ;NF,THO,OIL,P/S PUMP | 039172;3008400;3929751 | EA | 1 | $1.43 |
| 62 | 13193 | GEAR ;NF TF750 AIR COMPRESSOR | 200398 | EA | 1 | $15.96 |
| 63 | 13292 | CONNECTOR ;NF EXHAUST FLEX | 89572 | EA | 1 | $74.86 |
| 64 | 13300 | SENSOR ASSY ;NF,SR585-674,SR813-1337 ABS | 6322076;6344419 | EA | 1 | $12.41 |
| 65 | 13359 | SWITCH ;NF SNAP ACTION | 6304386 | EA | 1 | $27.76 |
| 66 | 13367 | CONTROLLER ASSY ;NF,THOMAS DOOR | 110103;J320061 | EA | 1 | $91.48 |
| 67 | 13391 | MOTOR ;NF CONDENSER | 071075000;54-00533-00;6330065 | EA | 1 | $2,539.01 |
| 68 | 13458 | EQUALIZER ;NF,ORI BATTERY | 051008186;081718;6306718;6358443 | EA | 1 | $472.28 |
| 69 | 13722 | O-RING ;NF,QR-1C SUPPLY PORT | 5961454 | EA | 1 | $1.86 |
| 70 | 13748 | O-RING ;NF QR1C VALVE SEAL | 6121303 | EA | 1 | $0.98 |
| 71 | 13755 | DIAPHRAGM ;NF QR-1C VALVE | 5920408 | EA | 1 | $0.84 |
| 72 | 13763 | GAUGE ;NF DUAL AIR PRESSURE, 150PSI, 4" | 011003416;012337 | EA | 1 | $205.50 |
| 73 | 13771 | LAMP ASSY ;NF,SIDE TURN SIGNAL | 5946705 | EA | 1 | $9.80 |
| 74 | 13789 | LENS ;NF,NEO,AMBER TURN SIGNAL | 5921680 | EA | 1 | $1.10 |
| 75 | 13805 | LAMP ASSY ;NF,INSIDE STEPWELL | 48337 | EA | 1 | $5.09 |
| 76 | 13854 | LEVEL ;NF,HYD RESERVOIR FLUID | 10930 | EA | 1 | $20.70 |
| 77 | 13862 | ADJUSTER ;NF,SR585-842 LH FRONT SLACK | 419-79226;6312105 | EA | 1 | $111.56 |
| 78 | 13888 | ADJUSTER ;NF,SR585-813 LH REAR SLACK | 419-79217;6312123 | EA | 1 | $111.56 |
| 79 | 13896 | ADJUSTER ;NF,SR585-813 RH REAR SLACK | 419-79216;6312124 | EA | 1 | $111.56 |
| 80 | 13904 | ADJUSTER ;NF,SR585-842 RH FRONT SLACK | 419-79225;6312106 | EA | 1 | $111.56 |
| 81 | 13946 | SWITCH ;NF,18" TOUCH TAPE | 49442 | EA | 1 | $60.57 |
| 82 | 14019 | ELBOW ;NF 4" RUBBER AIR INTAKE | 058786;89820K | EA | 1 | $19.60 |
| 83 | 14159 | VALVE ;NF FRONT/REAR LEVELING | 041415;194022;280000 | EA | 1 | $35.27 |
| 84 | 14274 | MODULE ;NF DRL LOW BEAM | 060169;70997A | EA | 1 | $53.90 |
| 85 | 14399 | LAMP ASSY W/O WIRE CONNECTOR ;NF STEPWEL | 6339307;8210588 | EA | 1 | $8.11 |
| 86 | 14704 | VALVE ;NF QRN-2 QUICK RELEASE | 051642;800063;KN32011 | EA | 1 | $8.51 |
| 87 | 14811 | VALVE ;NF QR-1C QUICK RELEASE | 070057;289714;QR-1C | EA | 1 | $60.68 |
| 88 | 14878 | FILLER ;NF P/S RESERVOIR BREATHER | 51018 | EA | 1 | $13.02 |
| 89 | 14886 | LAMP ASSY ;NF TURN SIGNAL | 114518;LGS1503001 | EA | 1 | $15.53 |
| 90 | 14902 | LENS ;NF CORNER LIGHT | 6335872;TL99015 | EA | 1 | $2.88 |
| 91 | 15131 | DIAPHRAGM ;NF FRONT BRAKE | 234099;6311975;T-0020;T-0020R;T-0024R | EA | 1 | $4.75 |
| 92 | 15149 | DIAPHRAGM ;NF REAR BRAKE CHAMBER | 2329245ABC;234101;2462339;5942688;5997868;BEP30D;M4031165;T-0030R;TE 151-30 | EA | 1 | $4.60 |
| 93 | 15289 | TANK ;NF MUFFLER(PING) | 5953334 | EA | 1 | $39.00 |
| 94 | 15594 | GASKET ;NF A/C COMPRESSOR | 17-40104-07 | EA | 1 | $4.00 |
| 95 | 15602 | CLUTCH ASSY ;NF,CARRIER A/C COMP. | 50-01122-14 | EA | 1 | $1,758.04 |
| 96 | 15644 | CAP ;NF SR585-SR842 10 LB RADIATOR | 010804040;072758;10237;46011;703-1319;RADC | EA | 1 | $2.25 |
| 97 | 15719 | ELEMENT; NF 8.3 CRANKCASE FILTER | 23522898;3607166;6337309;8L-1-826;NM0100001-003;220107;WS10107; 220107 | EA | 1 | $67.77 |
| 98 | 16360 | SWITCH ;NF OIL PRESSURE | 76577-4-N/C;8110466 | EA | 1 | $43.83 |
| 99 | 16378 | GAUGE ;NF ENG. OIL PRESSURE 100 PSI | 8112038 | EA | 1 | $34.17 |
| 100 | 16394 | BLADE ;NF SR585,SR674,SR709 FAN | 132831 | EA | 1 | $74.80 |
| 101 | 16410 | MOTOR ;NF(01-0127) FAN | 106398 | EA | 1 | $773.76 |
| 102 | 16451 | CLAMP ;NF 4" LAP JOINT SEAL | 013870;089275;56-400;66-400;ZFS89527K | EA | 1 | $7.22 |
| 103 | 16675 | DRIER ;NF R134A A/C | 14-00320-00;6325207;AC101-309;EKH416/59 | EA | 1 | $45.23 |
| 104 | 16766 | ELBOW ;NF 2-1/4" SILICONE 90 DEG HOSE | 28889 | EA | 1 | $20.89 |
| 105 | 16857 | BUSHING ;NF FRONT RADIUS ROD | 6322936 | EA | 1 | $18.04 |
| 106 | 16873 | VOLTMETER ;NF 18-24 VOLT | 102276 | EA | 1 | $22.96 |
| 107 | 16956 | SEAL ;NF BRAKE SPIDER FRONT | 6312089;6312089NFA | EA | 1 | $0.49 |
| 108 | 16964 | SEAL ;NF BRAKE SPIDER FRONT | 6312959;6312959NFA | EA | 1 | $0.80 |
| 109 | 17244 | CLAMP ;NF 1-1/2 TRANS HOSE | 058878;PHC | EA | 1 | $1.20 |
| 110 | 17426 | SWITCH ;NF SPDT ON-OFF-ON | 5586;8111698 | EA | 1 | $3.74 |
| 111 | 17475 | WASHER ;NF SEALING | 038855;33-2789;390250 | EA | 1 | $7.88 |
| 112 | 17582 | SHOCK ;NF RADIATOR/BATTERY DOOR | 8111819 | EA | 1 | $10.40 |
| 113 | 17608 | CAMSHAFT ;NF RH FRONT BRAKE | 6313136;6313136NFA | EA | 1 | $29.25 |

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|---|---|---|---|---|---|---|
| 114 | 17616 | CAMSHAFT ;NF LH FRONT BRAKE | 6312395;6312395NFA | EA | 1 | $29.25 |
| 115 | 17632 | CHAMBER ;NF FRONT BRAKE | 108953 | EA | 1 | $223.94 |
| 116 | 17640 | CAMSHAFT ;NF RH REAR BRAKE | 6312925;6312925NFA;TM-2110 | EA | 1 | $38.72 |
| 117 | 17657 | CAMSHAFT ;NF LH REAR BRAKE | 6312398;6312398NFA | EA | 1 | $33.75 |
| 118 | 17673 | CHAMBER ASSY ;NF(SR585-842) LH BRAKE | 042742;371879;KSM3060GCS46176;MA15776 | EA | 1 | $213.60 |
| 119 | 17681 | CHAMBER ASSY ;NF(SR585-842)RH BRAKE | 042741;371880;KSM3060GCS46175;MAXT-30-LS;T-SBP-3060051;T-SBP-3060941 | EA | 1 | $213.74 |
| 120 | 17707 | SPRING ;NF FRONT AIR BAG | 055089;1R11-178;W35-9385 | EA | 1 | $77.62 |
| 121 | 17715 | SPRING ;NF REAR AIR BAG | 009594;1R12-512;NFRAB;W35-9127 | EA | 1 | $78.70 |
| 122 | 17863 | VALVE ;NF 12V SOLENOID | 5925595;6354398 | EA | 1 | $123.52 |
| 123 | 18069 | VALVE ;NF,ENT/EXIT DOOR MOTOR MAG | 59320139-03;6307717;972328167 | EA | 1 | $136.20 |
| 124 | 18218 | RESISTOR ;NF 24 VOLT DEFROSTER | 6310736 | EA | 1 | $14.94 |
| 125 | 18432 | VALVE ;NF AIR CLEANER DRAIN | 6319475 | EA | 1 | $11.57 |
| 126 | 18523 | END ;NF TIE ROD | 6328798 | EA | 1 | $21.71 |
| 127 | 18556 | LOCKWASHER ;NF RR BRAKE ANCHOR PLATE | 6312095 | EA | 1 | $0.40 |
| 128 | 18564 | PIN ;NF BRAKE SHOE | 6312122;6312122NFA | EA | 1 | $3.69 |
| 129 | 18713 | VALVE ASSY ;NF R12 RELAY | 6333199;800476;R-12;R12 | EA | 1 | $128.88 |
| 130 | 18739 | TAPPET ;NF 8.3 ENGINE VALVE | 3931623; HT2302; M-3931623 | EA | 1 | $18.51 |
| 131 | 18887 | LAMP ASSY ;NF SERVICE LIGHT | 114528 | EA | 1 | $11.23 |
| 132 | 18929 | VALVE ;NF HEATER | 6310730 | EA | 1 | $18.76 |
| 133 | 18978 | VALVE ;NF 4-WAY KNEELING SOLENOID | 38874 | EA | 1 | $193.06 |
| 134 | 19117 | REGULATOR ASSY ;NF INTERLOCK AIR | 8110898 | EA | 1 | $69.17 |
| 135 | 19158 | FLAP ;NF MUD | 9714 | EA | 1 | $5.15 |
| 136 | 19281 | VALVE ;NF FRONT CHARGE LINE SINGLE CHECK | 5957963;800375;NFSCV | EA | 1 | $5.91 |
| 137 | 19307 | VALVE ;NF DOUBLE CHECK FR/RR SERVICE | 283321;5947153 | EA | 1 | $8.68 |
| 138 | 19588 | SEAL ASSY ;NF,B400 TRANS OUTPUT SHAFT | 148670;29515690;29541736 | EA | 1 | $34.21 |
| 139 | 19596 | TUBE ;NF CUMMINS 8.3 OIL GAUGE | 3279104;3280885;5269589 | EA | 1 | $29.04 |
| 140 | 19703 | LAMP ;NF AMBER FRONT TURN SIGNAL | 048843;60002Y;60002Y3 | EA | 1 | $14.31 |
| 141 | 20008 | BOLT ;NF,10MMX30MM CHEESE HEAD | 06.02099.0204;6313012 | EA | 1 | $0.47 |
| 142 | 20024 | WASHER ;NF REAR AXLE SEALING | 06.56190.0822;6313015 | EA | 1 | $0.15 |
| 143 | 20172 | NF, CNG PRIMARY FUEL FILTER ELEMENT | 6339089;RK47133-01 | EA | 1 | $29.80 |
| 144 | 20693 | SENSOR ;NF,B400, B300 TRANS SPEED | 29508034;29543434; ATP16699; 16699 | EA | 1 | $248.54 |
| 145 | 20701 | VALVE ASSY ;NF E-10 BRAKE | 022760;101100;101100N;E-10;SS11505 | EA | 1 | $44.42 |
| 146 | 20784 | PLATE ;NF REAR AXLE COVER | 6312985 | EA | 1 | $2.27 |
| 147 | 20792 | BEARING ;NF OUTER TAPER ROLLER | 32019;32019X;6312989;SKF32019X | EA | 1 | $51.29 |
| 148 | 20800 | BEARING REAR ;NF INNER TAPER ROLLER | 33021M;6312984;6325791;SKFBR33021 | EA | 1 | $82.01 |
| 149 | 21105 | LAMP ASSY ;NF AMBER IDENTIFICATION | 097439;18050Y | EA | 1 | $11.33 |
| 150 | 21113 | LAMP ASSY ;NF 131-141 RED LED ID | 097464;18050R;18050R3 | EA | 1 | $10.38 |
| 151 | 21121 | LAMP ;NF AMBER,KNEELING/ LIFT WARNING | 084568;10275Y3 | EA | 1 | $17.33 |
| 152 | 21139 | LAMP ASSY ;NF,SR585-SR709 BACK-UP | 46221 | EA | 1 | $4.71 |
| 153 | 21162 | CAP ;NF A/C R134A VALVE | 40-00520-02;6338588 | EA | 1 | $3.95 |
| 154 | 21618 | BRUSH KIT ;NF HORN | 6330287 | EA | 1 | $52.00 |
| 155 | 21733 | CAM ;NF DOOR VALVE | 5941340 | EA | 1 | $3.73 |
| 156 | 21840 | PULLEY ;NF,ORI,CUMMINS 8.3 IDLER | 3935015;3978019;4991240; 36093 | EA | 1 | $26.03 |
| 157 | 21915 | SERVICE KIT ;NF AIR DRIER HEATER | 619110;6334098 | EA | 1 | $85.00 |
| 158 | 21923 | GLASS KIT,NF SURGE TANK SIGHT | 5926777;7700067 | EA | 1 | $4.98 |
| 159 | 22111 | ELBOW ;NF 90' SILICONE AIR | 106428 | EA | 1 | $29.76 |
| 160 | 22202 | PIN ;NF FRONT & REAR BRAKE SHOE | 6312957;6312957NFA | EA | 1 | $1.15 |
| 161 | 22210 | PIN ;NF REAR BRAKE SHOE ROLLER | 6312086;6312086NFA;TM-3200 | EA | 1 | $3.25 |
| 162 | 22293 | SWITCH ;NF SNAP-ACTION | 6304864 | EA | 1 | $32.63 |
| 163 | 22319 | VALVE ;NF 75 PSI PRESSURE PROTECTION | 277227;5963963 | EA | 1 | $12.00 |
| 164 | 22467 | DEFLECTOR ;NF AIR LOUVER DRIVERS DASH PA | 8112381 | EA | 1 | $4.80 |
| 165 | 22475 | PUMP ASSY ;NF W/C RAMP | 28893 | EA | 1 | $795.89 |
| 166 | 23200 | GASKET ;NF OUTER SPACER | 5911024 | EA | 1 | $0.95 |
| 167 | 23234 | NUT ;NF WIPER ASSY | 5911028 | EA | 1 | $3.88 |
| 168 | 23259 | END ;NF 3/4" MALE RH ROD | 50942 | EA | 1 | $9.43 |
| 169 | 23267 | END ;NF 3/4" MALE LH ROD | 50943 | EA | 1 | $9.85 |
| 170 | 23283 | TURNBUCKLE ;NF TENSIONING | 86526 | EA | 1 | $47.76 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 171 | 23432 | SOCKET ASSY ;NF RH DRAG LINK | 070515;070515NFA;103279;L-28-SV-5002-A-12 | EA | 1 | $25.10 |
| 172 | 23986 | U-CLAMP, NF CUSHION CAC TUBE 5" | 49749 | EA | 1 | $20.27 |
| 173 | 24000 | WASHER ;NF FINAL DRIVE SEALING | 06.56200.0811;6313016 | EA | 1 | $1.84 |
| 174 | 24067 | ALARM ;NF W/C BUZZER | 5997458 | EA | 1 | $27.95 |
| 175 | 24240 | SPRING ;NF,B400 TRANS RETURN ASSY | 29503215 | EA | 1 | $111.07 |
| 176 | 24349 | U-JOINT ;NF TRANS SIDE | 5-675X;6320664 | EA | 1 | $18.40 |
| 177 | 24356 | U-JOINT ;NF ENGINE SIDE | 6303109 | EA | 1 | $14.10 |
| 178 | 24380 | SEAL ;NF 8.3 LITER | 3818885;6336326; M-3818885 | EA | 1 | $0.34 |
| 179 | 24414 | PIN KIT ;NF FRONT KING | 6313078; 6313078NFA | EA | 1 | $58.65 |
| 180 | 24588 | VALVE ASSY ;NF ABS 24V MODULATOR | 084456;430027;6405263 | EA | 1 | $166.38 |
| 181 | 25254 | O-RING ;NF,ZF,TRANS ACCUMILATOR | 634316159 | EA | 1 | $0.90 |
| 182 | 25361 | O-RING ;NF 50DN ALTERNATOR | DR1967037 | EA | 1 | $0.79 |
| 183 | 25445 | GASKET ;NF 35200Y/R LIGHT MOUNTING | 042156;97038 | EA | 1 | $1.84 |
| 184 | 25585 | SHOCK ;NF FUEL FILL DOOR | 8112162 | EA | 1 | $7.34 |
| 185 | 26617 | NECK ASSY ;NF SURGE TANK | 14218 | EA | 1 | $16.56 |
| 186 | 26682 | GASKET ;NF,OIL COOLER CORE | 3918174 | EA | 1 | $10.92 |
| 187 | 27078 | STRAP ;NF (STATIC)GROUND | 5995795;90330;S206;SGS | EA | 1 | $2.07 |
| 188 | 27110 | PLUG ASSY ;NF B400B TRANS SEAL EXPANDER | 29530328 | EA | 1 | $18.08 |
| 189 | 27573 | STRAPs or KIT-NF U-JOINT | 39884 | EA | 1 | $2.76 |
| 190 | 27581 | NF CUMMINS 8.3 & 8.9 REAR ENG. MOUNT | 116019 | EA | 1 | $37.90 |
| 191 | 27680 | HOSE ;NF 8.3 ,2-1/2" ID HUMP | 34528 | EA | 1 | $9.42 |
| 192 | 27706 | WASHER ;NF SNUBBING | 45076 | EA | 1 | $3.00 |
| 193 | 27722 | WASHER ;NF ENGINE REBOUND | 109863 | EA | 1 | $11.52 |
| 194 | 27896 | SPRING ;NF REAR & FRONT RETURN BRAKE | 6312091;6312972;6312972NFA;6335343NFA;6335353NFA;6355133NFA;TM-3210 | EA | 1 | $1.25 |
| 195 | 27961 | SWITCH ;NF,SR813 SNAP ACTION | 6328754 | EA | 1 | $30.12 |
| 196 | 28043 | ROLLER ;NF BRAKE TREADLE | 070137;236288N;70137 | EA | 1 | $3.92 |
| 197 | 28092 | WASHER ;NF LOCK PLANETARY FINAL DRIVE | 6312994;81.90801.0224 | EA | 1 | $2.91 |
| 198 | 28100 | SWITCH ;NF,BATTERY DISCONNECT | 027985;KG1505005 | EA | 1 | $139.73 |
| 199 | 28126 | SWITCH ;NF HEATER VALVE MICRO | 6310745 | EA | 1 | $2.58 |
| 200 | 28373 | RECTIFIER ;NF HEATER/DEFROSTER ASSY | 6312007 | EA | 1 | $2.92 |
| 201 | 28571 | SEAL ;NF DOUBLE LIP-BEARING | 6325792NFA2 | EA | 1 | $12.80 |
| 202 | 28886 | ROD END ;NF DRAG LINK&GEAR BOX MALE | 103278;6455 | EA | 1 | $10.97 |
| 203 | 28894 | ROD END ;NF DRAG LINK &GEAR BOX MALE | 39787 | EA | 1 | $16.64 |
| 204 | 29116 | SPEAKER ASSY ;NF,ORI EXTERIOR | 011060250;5995474 | EA | 1 | $34.03 |
| 205 | 29652 | PIN ;NF SLACK ADJUSTER | 6312125 | EA | 1 | $5.73 |
| 206 | 29843 | BELT ;NF SR1337 A/C | 011326;2/5VX900;382348;R5VX900-2 | EA | 1 | $30.06 |
| 207 | 30148 | REPAIR KIT ;NF REAR UPPER RADIUS ROD | 25649;6313765;6313765N;6313765NFA;MR25649 | EA | 1 | $17.60 |
| 208 | 30387 | CONNECTOR ;ALLISON,NF 3- PIN TRANS | 29511368;29541278;29544002 | EA | 1 | $100.93 |
| 209 | 30650 | PLUNGER ;NF,BRAKE TREADLE | 298485;6309809;F1219503AM | EA | 1 | $12.56 |
| 210 | 31385 | SPACER ;NF SR813 RADIUS ROD | 223196 | EA | 1 | $3.48 |
| 211 | 31823 | NUT ;NF,DIFF DOUBLE HEXAGON W/COLLAR | 6312916 | EA | 1 | $9.78 |
| 212 | 32102 | VALVE ;NF ZF ACCUMILATOR SOLENOID | 501318422 | EA | 1 | $270.52 |
| 213 | 32219 | SEAL ;NF PINION SHAFT | 6312912 | EA | 1 | $15.27 |
| 214 | 32870 | SLEEVE ;NF B400R TRANS GROUND | 29516484 | EA | 1 | $396.65 |
| 215 | 33035 | HARDWARE KIT ;NF FR/RR SHOCK ABSORBER | 15749 | EA | 1 | $7.12 |
| 216 | 33142 | RING ;NF FINAL DRIVE LOCK | 6312995;81.90620.0048 | EA | 1 | $22.73 |
| 217 | 33316 | REPAIR KIT ;NF CURBSIDE LATERAL ROD | 6313766 | EA | 1 | $167.07 |
| 218 | 33373 | SWITCH ;NF DEFROSTER MOTOR MICRO | 6328355 | EA | 1 | $4.19 |
| 219 | 33456 | MOUNT ;NF A/C COMPRESSOR SSB | 132752 | EA | 1 | $20.14 |
| 220 | 33811 | SWITCH ;NF DASH SPDT TOGGLE | 110557 | EA | 1 | $22.74 |
| 221 | 33944 | O-RING ;NF,ALLISON B400 TRANS | 29502439 | EA | 1 | $4.34 |
| 222 | 34009 | INDICATOR ;NF SLACK ADJUSTER | 6312934 | EA | 1 | $1.95 |
| 223 | 34280 | SWITCH ;NF W/C RAMP | 33433 | EA | 1 | $226.51 |
| 224 | 34512 | LAMP ASSY ;NF,SR813-842,LIC PLATE | 90606 | EA | 1 | $10.89 |
| 225 | 34579 | LATCH ;NF RH ACCESS DOOR | 8110774 | EA | 1 | $3.96 |
| 226 | 34587 | LATCH ;NF, LH ACCESS DOOR | 8110775 | EA | 1 | $3.96 |
| 227 | 34686 | ELEMENT ;NF SR842 PS/HYD FILTER | 51724;6332908;BT372-MPG;HF6604;LFH8324;P8224; FIL1724 | EA | 1 | $53.45 |

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|---|---|---|---|---|---|---|
| 228 | 34868 | VALVE KIT ;NF(SR813)AIR DRIER TURBO | 228;6326544 | EA | 1 | $12.82 |
| 229 | 35022 | PLATE ;NF, BRAKE TREADLE MOUNTING | 241500;5941548 | EA | 1 | $24.59 |
| 230 | 35030 | PIN ;NF BRAKE TREADLE FULCRUM | 5921788 | EA | 1 | $3.02 |
| 231 | 35121 | LAMP W/HARNESS ;NF,SR813-842 LED LIC.PLA | 90596 | EA | 1 | $7.13 |
| 232 | 36459 | BEARING ;IMPERIAL,NF 1/4-28 ROD END LINK | 024026;6461 | EA | 1 | $0.90 |
| 233 | 36558 | VALVE W/MICRO SWITCH ;NF HEATER | 6327076 | EA | 1 | $29.26 |
| 234 | 36574 | CONTROL ;NF,SR813 VALVE ASSY WIPER | 42194 | EA | 1 | $36.98 |
| 235 | 36962 | SPACER ;NF A/C ROD END | 50904 | EA | 1 | $0.97 |
| 236 | 37051 | WIPER KIT ;NF INTERMITTENT | 12402 | EA | 1 | $317.81 |
| 237 | 37564 | NUT ;NF TIE ROD LOCKING | 6328801 | EA | 1 | $2.17 |
| 238 | 38042 | CYLINDER ;NF SIDE CONSOLE ACCESS DOOR | 6098 | EA | 1 | $7.85 |
| 239 | 39479 | BLADE ;NFSR842 36" FAN RADIATOR | 210286 | EA | 1 | $81.30 |
| 240 | 39826 | REPAIR KIT ;NF(SR813,SR842) DRAIN VALVE | 41071327;6315491 | EA | 1 | $27.85 |
| 241 | 39974 | NIPPLE ;NF LUB. HYD TYPE 45 DEG GREASE | 000018549;018142;18549;6313086 | EA | 1 | $1.81 |
| 242 | 39982 | FITTING ;NF,46 mm,BRAKE CAMSHAFT | 6317752 | EA | 1 | $6.55 |
| 243 | 40030 | VALVE ;NF AIR TANK DRAIN | 8110904;DC601-4 | EA | 1 | $5.10 |
| 244 | 41392 | SWITCH ;NF W/W | 5956451 | EA | 1 | $38.15 |
| 245 | 41913 | SEPARATOR ;NF,SR813,SR842 OIL/WATER | 96473 | EA | 1 | $148.45 |
| 246 | 42846 | PLATE ;NF W/C RAMP ASSY CAM | 27141 | EA | 1 | $66.04 |
| 247 | 42853 | ARM ;NF W/C CLEVIS | 27144 | EA | 1 | $20.84 |
| 248 | 42861 | CAM FOLLOWER ;NF W/C | 27146 | EA | 1 | $10.10 |
| 249 | 42879 | ROLLER ;NF W/C GUIDE | 27143 | EA | 1 | $7.60 |
| 250 | 42937 | FITTING ;NF,56 mm | 6312939 | EA | 1 | $6.82 |
| 251 | 44586 | CONNECTOR ;NF HOSE 3/8" I.D. X 3/8" PT | 5956149 | EA | 1 | $9.24 |
| 252 | 44636 | GASKET ;NF SR842-SR1564 FINAL DRIVE | 6345897 | EA | 1 | $3.41 |
| 253 | 47167 | BOOT ;NF BRAKE THREADLE DUST | 5961341 | EA | 1 | $1.42 |
| 254 | 48421 | REPAIR KIT ;NF,SR813-SR842 SEPARATOR | 6315490 | EA | 1 | $20.67 |
| 255 | 48645 | GAUGE ;NF SR842 FRONT AIR PRESSURE | 218434 | EA | 1 | $74.17 |
| 256 | 49353 | EQUALIZER ;NF,SR842-SR1564 80A BATTERY | 261087 | EA | 1 | $547.56 |
| 257 | 50120 | GUARD ;NF,LAMP | 89158 | EA | 1 | $3.51 |
| 258 | 51094 | CLAMP ;NF EXHAUST 4.75" I.D. | 205042;88-406 | EA | 1 | $17.05 |
| 259 | 51342 | BUSHING ;NF,FITTING STANCHION NEOPRENE | 8111092 | EA | 1 | $3.00 |
| 260 | 51391 | NUT ;NF 5/16-24 CLAMP RING BOLT | 237887;6332225 | EA | 1 | $1.11 |
| 261 | 51508 | ADJUSTER, NF SR842-1564 L & R REAR SLACK | 6345722;6345772 | EA | 1 | $111.56 |
| 262 | 52548 | BOLT ;NF,REAR BRAKE ANCHOR PLATE | 6313099 | EA | 1 | $2.17 |
| 263 | 53157 | ARM ASSY ;NF SR585-SR1820 WIPER | 086238;102852 | EA | 1 | $116.06 |
| 264 | 53207 | SEAL; NF SR842-SR1564 REAR HUB SHAFT | 6345862;6361462;6361462NFA | EA | 1 | $17.06 |
| 265 | 53470 | ABSORBER ASSY ;NF SR842/1337 REAR SHOCK | 116434;85708 | EA | 1 | $124.04 |
| 266 | 54114 | BEZEL ;NF,HEAD LAMP | 15705 | EA | 1 | $12.90 |
| 267 | 54262 | TEE ;NF,WINDSHIELD WASHER | 5957380 | EA | 1 | $0.89 |
| 268 | 55202 | BEARING ASSY SR842 /SR1337 REAR HUB UNIT | 6348112 | EA | 1 | $157.06 |
| 269 | 55228 | ABSORBER ;NF,SR842-SR1564 FRONT SHOCK | 116435;345935 | EA | 1 | $124.04 |
| 270 | 100560 | REGULATOR ;NF SR585-SR709 24V | 10457699;122471;D699;JE0103002; MD805 | EA | 1 | $64.05 |
| 271 | 100842 | VALVE ;NF, SC-3, SINGLE CHECK | 011213004;227788;5003524;5923496;800372;KN23000;SCV | EA | 1 | $8.65 |
| 272 | 101907 | BUTTON ;NF,HORN | 004231;050410402 | EA | 1 | $5.49 |
| 273 | 104109 | FILTER ;NF(SR813-SR842)ZF TRANS | 0750131003;4139298038;4139298936;C0601903AB;LH8640;PT8385; W03AT1170 | EA | 1 | $50.33 |
| 274 | 105544 | VALVE KIT ;NF SR1337 AD9 PURGE | 107798;A1211531ZA;G1012657;JL1101001-004;R950014; 107798K | EA | 1 | $5.26 |
| 275 | 110627 | RELAY W/DIODE ;NF,ORI,RTS 24V | 011021249;15537443;G1008277;G5008277;LE1808002-064;N11613 | EA | 1 | $2.22 |
| 276 | 117606 | SWITCH ;NF,THO, POWER WAVE | 011007003;2017132;2064067;57410099-30;5992280;6306733;6328727;DPD-033096 | EA | 1 | $62.86 |
| 277 | 122465 | KNOB ;NF, THOMAS P/B VALVE | 2041240;248433;25-612-182;5922627;9646248433;BW248502 | EA | 1 | $1.62 |
| 278 | 122622 | WIPER REFILL;NF 26 "(BLADE) | 000009571;2041862;3J-34-38;53-26;53-27;6310782;6310782NFA | EA | 1 | $3.24 |
| 279 | 129783 | VALVE ;NF SURGE TANK PRESSURE RELIEF | 010804014;014734;2081692;BJ0101028 | EA | 1 | $10.27 |
| 280 | 131607 | RELAY W/O DIODE ;NF,12V | 091231;091233;2098912;G1017708; RY30 | EA | 1 | $4.25 |
| 281 | 132407 | GASKET ;NF,SURGE TANK CAP(MOUNT) | 010804012;102963;2208174;5952930;97-971-2 | EA | 1 | $0.12 |
| 282 | 136226 | BUSHING ;NF,SHOCK | 010134001;050134001;12-5-123;12-5-123CG;2350908;2350908-A;5957150;6-512-1;B-908;MR1234 | EA | 1 | $0.49 |
| 283 | 136986 | GASKET ;NF,JD, P/S HYD PUMP | 23516100;5998287; M-23516100 | EA | 1 | $0.82 |

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| 284 | 139006 | O-RING ;NF, QR-1 COVER SEALING | 2459255;4C-12-5 | EA | 1 | $0.98 |
| 285 | 154963 | GASKET ;NF,AIR GOVERNOR MOUNTING | 2338304;236577;5953786 | EA | 1 | $0.41 |
| 286 | 155127 | GASKET ;NF BOOSTER DIV. PUMP | 2389154;5957034 | EA | 1 | $0.20 |
| 287 | 155721 | NUT ;NF AIR CLEANER | 5960918;702019;9R-3-36 | EA | 1 | $0.24 |
| 288 | 160564 | O-RING,NF DOOR MOTOR | 5942542 | EA | 1 | $0.18 |
| 289 | 160820 | CHAMBER ASSY ;NF W/W PUMP | 074651;25-904-163;3F-34-27;669100;74651;800170 | EA | 1 | $23.68 |
| 290 | 161000 | DIAPHRAGM ;NF QR-1 VALVE | 25-480-152;671774 | EA | 1 | $0.84 |
| 291 | 161661 | GOVERNOR ;NF, AIR | 101474;101474N;4C-8-33;5953324;682846;H284358(NAPA) | EA | 1 | $9.24 |
| 292 | 164582 | VALVE ;NF, SR-1 SPRING BRAKE | 011223503;286364;286364N;5994884;717894;SR-1 | EA | 1 | $33.00 |
| 293 | 165126 | BUSHING ;NF,ORI RADIUS ROD | 5957548;6322757;6322757NFA;723330;723330-A;836250;A0133501AB;T14-1026 | EA | 1 | $7.78 |
| 294 | 166249 | BLADE ASSY ;NF,26" W/W | 3J-34-5;52-27;792070;8112552;8112552NFA | EA | 1 | $7.72 |
| 295 | 168443 | RETAINER ;NF,SURGE TANK CAP | 6F-14-30;850442 | EA | 1 | $0.29 |
| 296 | 168468 | GASKET ;NF,SURGE TANK CAP | 850443 | EA | 1 | $0.67 |
| 297 | 168567 | CAP ASSY ;NF SURGE TANK | 010804503;5952929;850745;97-971-1 | EA | 1 | $13.80 |
| 298 | 174581 | HOSE ;NF, 8.3  AIR INTAKE HUMP | 3071049;6333802;9L-3-103 | EA | 1 | $14.44 |
| 299 | 178145 | CLIP; NF BODY PANEL (X-MAS TREE) | A1502504AE | EA | 1 | $0.20 |
| 300 | 179549 | VALVE ;NF,A/C SUCTION(SCHRADER) | 88-06DA-403---844;AVU-45 | EA | 1 | $0.79 |
| 301 | 187765 | RELAY W/DIODE ;NF,ORI,RTS,12V | 0332209152;091230;G1008278; RY46 | EA | 1 | $6.08 |
| 302 | 195800 | HEADLAMP ;NF LOW BEAM | H4656;H4656LL;H5062;LB | EA | 1 | $5.09 |
| 303 | 216009 | WINDSHIELD,NF,SR1337 LH | 322120 | EA | 1 | $241.32 |
| 304 | 216011 | WINDSHIELD,NF,SR1337 RH | 322119 | EA | 1 | $241.32 |
| 305 | 216045 | BULB; NF SR1337 12V 55W LOW BEAM | 6359187;H11LL | EA | 1 | $3.89 |
| 306 | 216048 | BULB,NF,SR1337 12V 65W HIGH BEAM | 6359188;H9 | EA | 1 | $3.92 |
| 307 | 216138 | BELT,CUMMINS 8.9 W/P DRIVE | 4942430;5080645;6388591;8K645; 25080645 | EA | 1 | $23.40 |
| 308 | 216163 | SEAL,NF FRONT BRAKE CAMSHAFT | 6313119;6313119NFA | EA | 1 | $1.74 |
| 309 | 216166 | CHAMBER,NF,SR1337 FRONT  BRAKE | 249869 | EA | 1 | $203.96 |
| 310 | 216170 | SEAL,NF SR1337 BRAKES REAR AXLE | 6312099 | EA | 1 | $3.16 |
| 311 | 216172 | RING,NF,SR1337 BRAKES REAR AXLE SNAP | 6312088;6312088NFA | EA | 1 | $0.15 |
| 312 | 216183 | GAUGE,NF SR1337 ENG. OIL PRESSURE | 111746 | EA | 1 | $71.15 |
| 313 | 216192 | MOUNT,NF SR1337 RADIATOR RUBBER | 8110071 | EA | 1 | $1.25 |
| 314 | 216208 | HOSE,NF SR1337 HUMP | 8111087 | EA | 1 | $16.11 |
| 315 | 216210 | HOSE,NF SR1337 4.0 ID SILICONE | 34530 | EA | 1 | $17.76 |
| 316 | 216216 | CAP,NF SR1337 16 LB RADIATOR | 236652 | EA | 1 | $2.30 |
| 317 | 216230 | VALVE,NF SR1337 PARK BRAKE | 284726 | EA | 1 | $10.78 |
| 318 | 216232 | VALVE,NF SR1337 SINGLE CHECK | 5951359 | EA | 1 | $43.49 |
| 319 | 216234 | RELAY,NF SR842 & SR1337 24V SPDT | 106614 | EA | 1 | $2.03 |
| 320 | 216259 | FUSE-LIMITER,NF SR1337 100A | 17531 | EA | 1 | $6.00 |
| 321 | 216264 | FUSE-LIMITER,NF SR1337 150A | 17532 | EA | 1 | $4.30 |
| 322 | 216266 | FUSE-LIMITER,NF SR1337 200A | 17533 | EA | 1 | $5.50 |
| 323 | 216278 | LAMP,NF SR1337 RED LED MARKER | 52947 | EA | 1 | $10.15 |
| 324 | 216280 | LAMP,NF SR1337 AMBER LED MARKER | 52949 | EA | 1 | $11.33 |
| 325 | 216311 | MOTOR,NF SR1337 WIPER | 225892 | EA | 1 | $162.28 |
| 326 | 216369 | VALVE,NF SR1337 1/8 NPTF PRESSURE RELEIF | 99870 | EA | 1 | $16.81 |
| 327 | 216488 | ALARM,NF BACK-UP | 138559 | EA | 1 | $59.57 |
| 328 | 216668 | BLOCK,NF FUSE | 8112200 | EA | 1 | $5.86 |
| 329 | 216731 | CONNECTOR,NFSR1337,1563&64 FLEX(BELLOWS) | 284878;382905;425432 | EA | 1 | $409.43 |
| 330 | 217258 | RECTIFIER,NF BRIDGE | 2174 | EA | 1 | $2.92 |
| 331 | 217330 | BUTTON,NF TREADLE PLATE STOP | 5921787 | EA | 1 | $2.82 |
| 332 | 217350 | FITTING,NF SR709 YELLOW TEE | 24824 | EA | 1 | $29.45 |
| 333 | 217766 | SEAL,NF DOOR MOTOR "U"TYPE 2-1/4 OD | 6303678;72248 | EA | 1 | $0.08 |
| 334 | 217768 | O-RING,NF DOOR MOTOR | 6303678 | EA | 1 | $0.08 |
| 335 | 217771 | SEAL,NF DOOR MOTOR "U"TYPE 3-3/8 OD | 72249 | EA | 1 | $1.30 |
| 336 | 217773 | EXPANDER,NF DOOR MOTOR | 5942543 | EA | 1 | $1.07 |
| 337 | 217775 | GASKET,NF DOOR MOTOR LARGE CYL. | 72260 | EA | 1 | $1.14 |
| 338 | 217777 | GASKET,NF DOOR MOTOR | 72259 | EA | 1 | $0.70 |
| 339 | 217779 | O-RING,NF DOOR MOTOR | 6303677 | EA | 1 | $0.26 |
| 340 | 218021 | BELT,NF SR1564 8.9 ALTERNATOR | 3288634;6336455; 5080945; NBH25080496 | EA | 1 | $9.66 |

*Omnitrans makes no guarantee of usage with regard to quantity

**Base Year Pricing - All subsequent year pricing shall be determined in October of each year using the increase or decrease of Consumer Price Index (CPI).

| | | | | | | |
|---|---|---|---|---|---|---|
| 341 | 218409 | CYLINDER,NF DOOR MOTOR SMALL | 6305686 | EA | 1 | $13.61 |
| 342 | 218411 | SPRING,NF DOOR MOTOR COMPRESSION | 6305692 | EA | 1 | $4.00 |
| 343 | 218553 | MOUNT,NFSR585,674,709,813 MUFFLER | 132751 | EA | 1 | $52.92 |
| 344 | 218572 | ROD,NF SR1677 UPPER FRONT RADIUS | 203269 | EA | 1 | $190.26 |
| 345 | 218580 | ROD,NF SR1677 70MM REAR RADIUS | 313019;466468 | EA | 1 | $165.18 |
| 346 | 218582 | CHAMBER,NF SR1677 RR DISC SST ROD | 395363;MJB2024ET758 | EA | 1 | $249.54 |
| 347 | 218724 | NF; BUSHING KIT, R/UPR R/ROD SR1337-1564 | 6356495 | EA | 1 | $23.20 |
| 348 | 218818 | PULLEY, THERMO KING A/C COMPRESSOR | 6308713;77-1672 | EA | 1 | $197.32 |
| 349 | 218820 | PLATE, FIELD CLUTCH THERMO KING COMP | 6308712;77-1083 | EA | 1 | $26.35 |
| 350 | 218899 | NF SR842 UPPER RADIUS ROD BLOCK | 238385 | EA | 1 | $0.97 |
| 351 | 219227 | Cylinder Assembly, 10lbs, NF, SR1677 | 370035 | EA | 1 | $9.65 |
| 352 | 219780 | LATCH, NF ENGINE DOOR SR1565/1677 | 280736 | EA | 1 | $6.76 |
| 353 | 220334 | STARTER; NF SR1820-SR1965 NEW DELCO | 260807 | EA | 1 | $282.63 |
| 354 | 220357 | E6, NF VALVE ASSEMBLY SR1820 | 5948304;T-290181 | EA | 1 | $27.73 |
| 355 | 220413 | LAMP ASSEMBLY, NF CURB LED SR1563/64 | 225167;6446619 | EA | 1 | $89.04 |
| 356 | 220672 | SENSOR, COOLANT LEVEL SR1820 | 2872933;4359193;473480;610607 | EA | 1 | $138.50 |
| 357 | 220705 | SCREW, 12 POINT 3/8-24X 1 1/4 SR1337 | 5961264 | EA | 1 | $0.32 |
| 358 | 220764 | KIT-SERVICE TAPPET AND BOOT SR1820 | 6361372;6391322 | EA | 1 | $28.08 |
| 359 | 220841 | AIR DRYER ASSEMBLY,NF TANDEM SR1965 | 583351,N-4265-AD | EA | 1 | $782.99 |
| 360 | 220843 | DISICCANT;NF CARTRIDGE KIT SR1965 | 6320544 | EA | 1 | $58.78 |
| 361 | 221329 | LAMP, ASSY, REAR CTR STOP SR1563/1564 | 412,194,481,014 | EA | 1 | $0.15 |
| 362 | 221341 | BLOWER MOTOR ASM. SR1565 ( CCW ) | 41-9388, 6394530 | EA | 1 | $2,401.75 |
| 363 | 221351 | DISCHARGE GASKET SR 1565 | 33-2805 | EA | 1 | $1.97 |
| 364 | 221353 | SUCTION GASKET SR1565 | 33-2541 | EA | 1 | $2.86 |
| 365 | 221411 | SOLENOID REPAIR KIT | 60-302 | EA | 1 | $97.51 |
| 366 | 221421 | CYLINDER ASM RADIATOR ACCESS SR1965 | 492796 | EA | 1 | $8.42 |
| 367 | 221432 | RADIUS ROD SR1820 | 466468 | EA | 1 | $165.18 |
| 368 | 221500 | DEHYDRATOR, A/C THERMO KING SR1565 | 306-221 | EA | 1 | $86.80 |

*Omnitrans makes no guarantee of usage with regard to quantity
**Base Year Pricing - All subsequent year pricing shall be determined in October of each year using the increase or decrease of Consumer Price Index (CPI).

**CONTRACT AGREEMENT**

between

| | |
|---|---|
| CONTRACTOR<br>Mohawk Mfg. & Supply, Co.<br>7200 N. Oak Park Avenue<br>Niles, IL 60714 | **CONTRACT DOCUMENTS**<br><br>**CONTRACT NO. MNT19-46E**<br><br>**TRANSIT BUS PARTS** |
| (hereinafter "CONTRACTOR")<br>Telephone: (847) 647-1611<br>Email: bbrown@mohawkmfg.com | |
| And | Contract Amount: $299,351 |
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>(hereinafter "OMNITRANS") | Omnitrans Project Manager:<br>Name: Rick Barone<br>Title: Materials Manager<br>Telephone: (909) 379-7402<br>Email: rick.barone@omnitrans.org<br><br>Contract Administrator:<br>Name: Krystal Turner<br>Title: Contracts Administrator<br>Telephone: (909) 379-7202<br>Email: krystal.turner@omnitrans.org |

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ATTACHMENT A – PRICING

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PROHIBITING WEAPONS IN THE WORKPLACE

This Agreement is made and entered into as of this 3rd day of October 2019, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Mohawk Mfg. & Supply, Co. (hereinafter referred to as "CONTRACTOR").

## RECITALS

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

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

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

## 1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

## 2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through October 2, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from October 3, 2021 through October 2, 2022, which period encompasses the Initial Term and the Option Year One and Option Year Two.

## 3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

## 4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Two Hundred Ninety Nine Thousand Three Hundred and Fifty One Dollars ($299,351), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

## 5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

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

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

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

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

C. TITLE

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

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

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict

compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

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

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

## 6. AUDIT AND INSPECTION OF RECORDS

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

## 7. NOTIFICATION

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

| To OMNITRANS: | To CONTRACTOR: |
|---|---|
| Omnitrans | Mohawk Mfg. & Supply, Co. |
| 1700 West Fifth Street | 7200 N. Oak Park Avenue |
| San Bernardino, CA 92411 | Niles, IL 60714 |
| Attn: Krystal Turner | Attn: Robert L. Brown |
| Title: Contracts Administrator | Executive Vice President |

## 8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

### A. OMNITRANS' Project Manager

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

Project Manager: 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 CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

   3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

### B. Contractor's Key Personnel

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

| Name | Role |
|---|---|
| Robert L. Brown | Executive Vice President |

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

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

## 9. DISPUTE RESOLUTION

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

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

## 10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but

shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

## 11. TERMINATION FOR BREACH OF AGREEMENT

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

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of

this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

## 13. SUBCONTRACTING

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

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

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

## 14. INDEPENDENT CONTRACTOR

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

## 15. INSURANCE

### A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

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

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

2) **Deductibles or Self-Insured Retention (SIR)**

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

3) **Other Insurance Provisions**

**a. Commercial General Liability and Automobile Liability**

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

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of

Contractor's insurance and shall not be construed as contributory.

2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

**b. Workers' Compensation**

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

**c. Care, Custody, and Control**

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

4) **Acceptability of Insurers**

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

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

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

7) **Notification of Terminated Insurance**

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

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured*.

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured*.

10) ☒ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## 16. INDEMNITY

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

## 17. REVISIONS IN SCOPE OF WORK

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

## 18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## 19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

## 20. OWNERSHIP RIGHTS

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

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

## 21. WORK FOR HIRE

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

## 22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

## 23. EQUAL OPPORTUNITY

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

## 24. STANDARD OF PERFORMANCE

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

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

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

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

## 26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

## 27. COMPLIANCE WITH LAW

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

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The

parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

## 28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## 29. PUBLIC RECORDS ACT

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

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## 30. WAIVER/INVALIDITY

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

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

## 31. FORCE MAJEURE

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

## 32. CONFIDENTIALITY

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

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

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

## 34. GOVERNING LAW

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

## 35. MODIFICATIONS TO AGREEMENT

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

## 36. LICENSING, PERMITS AND INSPECTION COSTS

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

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

## 37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT19-46 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated March 25, 2019 and its Appendices, Exhibits, Attachments.

## 38. ENTIRE AGREEMENT

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

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

| OMNITRANS | MOHAWK MFG. & SUPPLY, CO. |
|---|---|
| _____ | _____ |
| P. Scott Graham<br>CEO/General Manager | Robert L. Brown<br>Executive Vice President |
| _____ | _____ |
| Date | Date |

Federal Tax I.D. No. 36-2378604

CM _____

ATTACHMENT A - PRICING
MNT19-46F
TRANSIT BUS PARTS

| | | | | | | |
|---|---|---|---|---|---|---|
| 87 | 12138 | CYLINDER ;NF ASSISTING ENGINE DOOR | EA | 052633;492796 | 1 | $13.75 |
| 91 | 12195 | O-RING ;NF P/S RESERVOIR | EA | 6326733;6327291 | 1 | $0.42 |
| 92 | 12237 | VALVE ;NF,EMERGANCY RELEASE | EA | 281481;5996782 | 1 | $105.27 |
| 93 | 12286 | SEAL ;NF FRONT HUB SHAFT | EA | 39156;6312247;6312247NFA;CR39156;TM-5060 | 1 | $3.34 |
| 95 | 12302 | O-RING ;NF BRAKES REAR COVER | EA | 06.56332.4254;6313011;6313011NFA | 1 | $0.93 |
| 96 | 12310 | SEAL ;NF,SR585-SR813 REAR WHEEL | EA | 6319485;6319485NFA;TM-1730 | 1 | $8.32 |
| 97 | 12328 | WIPER & SEAL KIT ;NF,SR585-SR813 REAR | EA | 6334307;6334307NFA | 1 | $22.20 |
| 98 | 12344 | ABSORBER W/MNT KIT ;NF REAR SHOCK | EA | 015813;152959;608333-40Y;680337-40Y;M85708 | 1 | $47.68 |
| 99 | 12351 | SWITCH ;NF FAN | EA | 15697 | 1 | $5.00 |
| 100 | 12369 | BELT, NF SR585-709 SR813 BUS1251 A/C | EA | 114826;R5VX885-2 | 1 | $77.99 |
| 101 | 12377 | LAMP ;NF,RH 4" CLEAR STEPWELL | EA | 40203;40203-3;6384152;80904 | 1 | $3.50 |
| 102 | 12385 | SWITCH ;NF FUEL DOOR PROXIMITY | EA | 122824 | 1 | $156.88 |
| 103 | 12393 | BOLT ;NF REAR WHEEL MOUNT | EA | 6312423;6312423NFA | 1 | $3.06 |
| 104 | 12583 | VALVE ;NF,200 PSI SAFETY | EA | 042580;215057 | 1 | $11.20 |
| 105 | 12641 | LAMP ASSY ;NF RED LED MARKER | EA | 110464;35200R;35200R3 | 1 | $5.45 |
| 106 | 12674 | SWITCH ;NF,MAG STARTER | EA | 5962576 | 1 | $15.24 |
| 107 | 12856 | LAMP ASSY ;NF,SR685-674 LIC. PLATE | EA | 114232;15011 | 1 | $3.75 |
| 109 | 12948 | VALVE,NF SR1337/SR1677 AD9 PURGE HOUSING | EA | 5004338;5004479;6361500 | 1 | $136.85 |
| 114 | 13128 | SWITCH ASSY ;NF 35" TOUCH TAPE | EA | 47710 | 1 | $47.50 |
| 115 | 13136 | GASKET ;NF LAMP SEALING | EA | 131417;97035 | 1 | $1.31 |
| 116 | 13144 | SWITCH ;NF MICRO SNAP ACTION DOOR | EA | 6315427 | 1 | $45.00 |
| 117 | 13185 | GASKET ;NF,THO,OIL,P/S PUMP | EA | 039172;3008400;3929751 | 1 | $4.20 |
| 119 | 13276 | LAMP ;NF YELLOW TURN SIGNAL | EA | 080267;228612;6344066;91256Y;91276Y | 1 | $45.75 |
| 121 | 13300 | SENSOR ASSY ;NF,SR585-674,SR813-1337 ABS | EA | 6322076;6344419 | 1 | $21.90 |
| 122 | 13326 | VALVE ASSY ;NF,WIPER CONTROL | EA | 108583 | 1 | $33.71 |
| 123 | 13359 | SWITCH ;NF SNAP ACTION | EA | 6304386 | 1 | $27.60 |
| 125 | 13391 | MOTOR ;NF CONDENSER | EA | 071075000;54-00533-00;6330065 | 1 | $1,792.25 |
| 126 | 13409 | MOTOR ;NF EVAPORATOR | EA | AC501-152 | 1 | $1,524.39 |
| 129 | 13458 | EQUALIZER ;NF,ORI BATTERY | EA | 051008186;081718;6306718;6358443 | 1 | $524.91 |
| 132 | 13730 | DIAPHGRAM ;NF,QR-1C SUPPLY PORT | EA | 6331205 | 1 | $0.91 |
| 133 | 13748 | O-RING ;NF QR1C VALVE SEAL | EA | 6121303 | 1 | $0.41 |
| 134 | 13755 | DIAPHRAGM ;NF QR-1C VALVE | EA | 5920408 | 1 | $7.75 |
| 139 | 13854 | LEVEL ;NF,HYD RESERVOIR FLUID | EA | 10930 | 1 | $17.46 |
| 140 | 13862 | ADJUSTER ;NF,SR585-842 LH FRONT SLACK | EA | 419-79226;6312105 | 1 | $106.50 |
| 141 | 13888 | ADJUSTER ;NF,SR585-813 LH REAR SLACK | EA | 419-79217;6312123 | 1 | $106.50 |
| 142 | 13896 | ADJUSTER ;NF,SR585-813 RH REAR SLACK | EA | 419-79216;6312124 | 1 | $117.55 |
| 143 | 13904 | ADJUSTER ;NF,SR585-842 RH FRONT SLACK | EA | 419-79225;6312106 | 1 | $117.55 |
| 147 | 14019 | ELBOW ;NF 4" RUBBER AIR INTAKE | EA | 058786;89820K | 1 | $10.95 |
| 148 | 14035 | LAMP ;NF RED STOP/TURN/TAIL | EA | 080263;228614;91255R;91275R | 1 | $45.73 |
| 150 | 14159 | VALVE ;NF FRONT/REAR LEVELING | EA | 041415;194022;280000 | 1 | $76.66 |
| 151 | 14274 | MODULE ;NF DRL LOW BEAM | EA | 060169;70997A | 1 | $61.53 |
| 152 | 14290 | ECU ;NF 4S/4M 24V ABS | EA | 051231507;084195;337706;446-004-419-0;S4460044190 | 1 | $946.28 |
| 153 | 14373 | LENS ;NF STEPWELL LAMP CLEAR | EA | 6304922 | 1 | $2.53 |
| 155 | 14399 | LAMP ASSY W/O WIRE CONNECTOR ;NF STEPWEL | EA | 6339307;8210588 | 1 | $11.81 |
| 158 | 14605 | BLOWER ;NF HEATER/DEFROSTER 24V | EA | 6319932 | 1 | $688.35 |
| 160 | 14704 | VALVE ;NF QRN-2 QUICK RELEASE | EA | 051642;800063;KN32011 | 1 | $9.52 |
| 161 | 14712 | PUMP ;NF SEAL-LESS/BRUSHLESS DIVERSION | EA | 071042;071043;108080;33670 | 1 | $997.55 |
| 162 | 14811 | VALVE ;NF QR-1C QUICK RELEASE | EA | 070057;289714;QR-1C | 1 | $26.74 |
| 163 | 14878 | FILLER ;NF P/S RESERVOIR BREATHER | EA | 51018 | 1 | $11.58 |
| 165 | 14902 | LENS ;NF CORNER LIGHT | EA | 6335872;TL99015 | 1 | $1.63 |
| 166 | 15131 | DIAPHRAGM ;NF FRONT BRAKE | EA | 234099;6311975;T-0020;T-0020R;T-0024R | 1 | $5.30 |
| 167 | 15149 | DIAPHRAGM ;NF REAR BRAKE CHAMBER | EA | 2329245ABC;234101;2462339;5942688;5997868;BEP30D;M4031165;T-0030R;TE 151-30 | 1 | $3.29 |
| 168 | 15263 | GASKET ;NF AIR DRIER | EA | 610077;6313242 | 1 | $2.20 |
| 169 | 15289 | TANK ;NF MUFFLER(PING) | EA | 5953334 | 1 | $318.74 |
| 170 | 15313 | STRUCTURE ;NF REAR BUMPER BACK | EA | 6331830 | 1 | $751.48 |
| 173 | 15396 | SHIELD ;NF GLARE | EA | 042596;095790 | 1 | $17.37 |
| 174 | 15404 | VALVE ;NF,175 PSI SAFETY | EA | 610024;6313246 | 1 | $8.77 |
| 176 | 15594 | GASKET ;NF A/C COMPRESSOR | EA | 17-40104-07 | 1 | $2.60 |
| 177 | 15602 | CLUTCH ASSY ;NF,CARRIER A/C COMP. | EA | 50-01122-14 | 1 | $381.49 |

*Omnitrans makes no guarantee of usage with regard to quantity
**Base Year Pricing - All subsequent year pricing shall be determined in October of each year using the increase or decrease of Consumer Price Index (CPI).

ATTACHMENT A - PRICING

MNT19-46F

TRANSIT BUS PARTS

| | | | | | | |
|---|---|---|---|---|---|---|
| 178 | 15644 | CAP ;NF SR585-SR842 10 LB RADIATOR | EA | 010804040;072758;10237;46011;703-1319;RADC | 1 | $2.33 |
| 179 | 15719 | ELEMENT; NF 8.3 CRANKCASE FILTER | EA | 23522898;3607166;6337309;8L-1-826;NM0100001-003;220107;WS10107; 220107 | 1 | $26.25 |
| 180 | 16089 | GASKET ;NF, ACTUATOR | EA | 3606534 | 1 | $27.04 |
| 181 | 16204 | SENSOR ;NF,AMGADS GAS DETECTION | EA | 022155062;133704;14198;GS | 1 | $122.87 |
| 183 | 16378 | GAUGE ;NF ENG. OIL PRESSURE 100 PSI | EA | 8112038 | 1 | $64.75 |
| 185 | 16394 | BLADE ;NF SR585,SR674,SR709 FAN | EA | 132831 | 1 | $169.41 |
| 187 | 16451 | CLAMP ;NF 4" LAP JOINT SEAL | EA | 013870;089275;56-400;66-400;ZFS89527K | 1 | $5.71 |
| 188 | 16535 | THERMOSTAT ;NF,350 DEG MINI-MOD | EA | 133684;14088;149650 | 1 | $141.61 |
| 193 | 16675 | DRIER ;NF R134A A/C | EA | 14-00320-00;6325207;AC101-309;EKH416/59 | 1 | $25.13 |
| 196 | 16725 | PLATE ASSY ;NF SKID | EA | 38316 | 1 | $71.88 |
| 197 | 16766 | ELBOW ;NF 2-1/4" SILICONE 90 DEG HOSE | EA | 28889 | 1 | $34.42 |
| 199 | 16857 | BUSHING ;NF FRONT RADIUS ROD | EA | 6322936 | 1 | $13.27 |
| 200 | 16865 | MIRROR ;NF 6" INTERIOR CONVEX | EA | 6335009 | 1 | $55.88 |
| 204 | 17244 | CLAMP ;NF 1-1/2 TRANS HOSE | EA | 058878;PHC | 1 | $1.95 |
| 205 | 17285 | BELT ;NF,W/C SHOULDER LAP | EA | 6325656 | 1 | $327.43 |
| 206 | 17319 | VALVE ;NF A/C EXPANSION | EA | 14-01104-44 | 1 | $95.68 |
| 207 | 17426 | SWITCH ;NF SPDT ON-OFF-ON | EA | 5586;8111698 | 1 | $3.80 |
| 208 | 17442 | MIRROR ASSY ;NF,ORI,THOMAS REARVIEW | EA | 108916 | 1 | $56.34 |
| 210 | 17582 | SHOCK ;NF RADIATOR/BATTERY DOOR | EA | 8111819 | 1 | $11.88 |
| 211 | 17608 | CAMSHAFT ;NF RH FRONT BRAKE | EA | 6313136;6313136NFA | 1 | $52.56 |
| 212 | 17616 | CAMSHAFT ;NF LH FRONT BRAKE | EA | 6312395;6312395NFA | 1 | $46.50 |
| 214 | 17632 | CHAMBER ;NF FRONT BRAKE | EA | 108953 | 1 | $228.52 |
| 216 | 17657 | CAMSHAFT ;NF LH REAR BRAKE | EA | 6312398;6312398NFA | 1 | $52.56 |
| 218 | 17673 | CHAMBER ASSY ;NF(SR585-842) LH BRAKE | EA | 042742;371879;KSM3060GCS46176;MA15776 | 1 | $214.02 |
| 219 | 17681 | CHAMBER ASSY ;NF(SR585-842)RH BRAKE | EA | 042741;371880;KSM3060GCS46175;MAXT-30-LS;T-SBP-3060051;T-SBP-3060941 | 1 | $214.02 |
| 220 | 17699 | LEVER ;NF FRONT DOOR SWITCH | EA | 6315428 | 1 | $23.17 |
| 221 | 17707 | SPRING ;NF FRONT AIR BAG | EA | 055089;1R11-178;W35-9385 | 1 | $85.74 |
| 222 | 17715 | SPRING ;NF REAR AIR BAG | EA | 009594;1R12-512;NFRAB;W35-9127 | 1 | $79.06 |
| 223 | 17772 | VALVE ;NF,SR585-SR813 ROTARY DUMP | EA | 009756;088689;265010;305075 | 1 | $125.58 |
| 224 | 17863 | VALVE ;NF 12V SOLENOID | EA | 5925595;6354398 | 1 | $59.64 |
| 226 | 17897 | STRUCTURE ;NF BACK | EA | 6327214 | 1 | $921.27 |
| 227 | 17913 | MODULE ;NF, RH RUBBER FRONT BUMPER | EA | 6327216 | 1 | $130.82 |
| 233 | 18069 | VALVE ;NF,ENT/EXIT DOOR MOTOR MAG | EA | 59320139-03;6307717;972328167 | 1 | $51.18 |
| 234 | 18218 | RESISTOR ;NF 24 VOLT DEFROSTER | EA | 6310736 | 1 | $6.46 |
| 235 | 18234 | LAMP W/SEAL & HARNESS ;NF,REAR 4" STT RE | EA | 127008;44002R;44090R | 1 | $39.00 |
| 236 | 18242 | LAMP ;NF REAR CENTER STOP | EA | 44030R3;44092R;44882R;6327406 | 1 | $38.82 |
| 240 | 18523 | END ;NF TIE ROD | EA | 6328798 | 1 | $37.46 |
| 241 | 18556 | LOCKWASHER ;NF RR BRAKE ANCHOR PLATE | EA | 6312095 | 1 | $0.47 |
| 244 | 18713 | VALVE ASSY ;NF R12 RELAY | EA | 6333199;800476;R-12;R12 | 1 | $106.36 |
| 245 | 18739 | TAPPET ;NF 8.3 ENGINE VALVE | EA | 3931623; HT2302; M-3931623 | 1 | $14.24 |
| 246 | 18747 | LEVER ;NF, ORI, 8.3 CUMMINS ROCKER | EA | 3901717; M-3901717 | 1 | $27.52 |
| 248 | 18887 | LAMP ASSY ;NF SERVICE LIGHT | EA | 114528 | 1 | $7.20 |
| 249 | 18911 | CABLE ;NF HOT WATER(HEATER)CONTROL | EA | 46274 | 1 | $14.08 |
| 250 | 18929 | VALVE ;NF HEATER | EA | 6310730 | 1 | $22.84 |
| 251 | 18978 | VALVE ;NF 4-WAY KNEELING SOLENOID | EA | 38874 | 1 | $166.91 |
| 253 | 19083 | MIRROR,NF 6" BIKE RACK | EA | 084225;291254 | 1 | $57.99 |
| 255 | 19117 | REGULATOR ASSY ;NF INTERLOCK AIR | EA | 8110898 | 1 | $62.26 |
| 259 | 19281 | VALVE ;NF FRONT CHARGE LINE SINGLE CHECK | EA | 5957963;800375;NFSCV | 1 | $7.41 |
| 260 | 19307 | VALVE ;NF DOUBLE CHECK FR/RR SERVICE | EA | 283321;5947153 | 1 | $15.82 |
| 261 | 19588 | SEAL ASSY ;NF,B400 TRANS OUTPUT SHAFT | EA | 148670;29515690;29541736 | 1 | $23.74 |
| 262 | 19596 | TUBE ;NF CUMMINS 8.3 OIL GAUGE | EA | 3279104;3280885;5269589 | 1 | $22.67 |
| 263 | 19703 | LAMP ;NF AMBER FRONT TURN SIGNAL | EA | 048843;60002Y;60002Y3 | 1 | $6.92 |
| 264 | 19711 | LAMP ;NF FRONT TURNSIGNAL | EA | 60202Y;6335251 | 1 | $4.47 |
| 265 | 19786 | TUBE ;NF CUMMINS 8.3/8.9 OIL FILLER | EA | 3936062;5268123;5321228 | 1 | $189.97 |
| 266 | 19836 | ECU ;NF,THOMAS B400,B300 TRANS | EA | 142917;29536134;29537291;29538352;29541151;29541227;29543300 | 1 | $2,765.03 |
| 267 | 19992 | PLUG ;NF CUMMINS 8.3 EXPANSION | EA | 3922072;3932072; M-3922072 | 1 | $7.12 |
| 270 | 20024 | WASHER ;NF REAR AXLE SEALING | EA | 06.56190.0822;6313015 | 1 | $0.19 |
| 271 | 20172 | NF, CNG PRIMARY FUEL FILTER ELEMENT | EA | 6339089;RK47133-01 | 1 | $22.63 |
| 273 | 20693 | SENSOR ;NF,B400, B300 TRANS SPEED | EA | 29508034;29543434; ATP16699; 16699 | 1 | $252.68 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 274 | 20701 | VALVE ASSY ;NF E-10 BRAKE | EA | 022760;101100;101100N;E-10;SS11505 | 1 | $201.32 |
| 275 | 20768 | LATCH ;NF LH ROTARY | EA | 51757 | 1 | $15.70 |
| 278 | 20792 | BEARING ;NF OUTER TAPER ROLLER | EA | 32019;32019X;6312989;SKF32019X | 1 | $73.27 |
| 279 | 20800 | BEARING REAR ;NF INNER TAPER ROLLER | EA | 33021M;6312984;6325791;SKFBR33021 | 1 | $79.79 |
| 281 | 21105 | LAMP ASSY ;NF AMBER IDENTIFICATION | EA | 097439;18050Y | 1 | $17.82 |
| 282 | 21113 | LAMP ASSY ;NF 131-141 RED LED ID | EA | 097464;18050R;18050R3 | 1 | $13.67 |
| 283 | 21121 | LAMP ;NF AMBER,KNEELING/ LIFT WARNING | EA | 084568;10275Y3 | 1 | $13.03 |
| 285 | 21162 | CAP ;NF A/C R134A VALVE | EA | 40-00520-02;6338588 | 1 | $1.37 |
| 286 | 21170 | CAP ;NF R134A A/C SERVICE PORT | EA | 40-00520-03;6338586 | 1 | $1.37 |
| 295 | 21485 | MODULE ;NF,ORI REAR BUMPER CENTER | EA | 000017905;6314874;E1505501AD | 1 | $253.85 |
| 296 | 21550 | FILTER ASSY ;NF P/S | EA | 69089 | 1 | $107.86 |
| 298 | 21618 | BRUSH KIT ;NF HORN | EA | 6330287 | 1 | $75.19 |
| 299 | 21626 | MODULE ;NF,LH RUBBER FRONT BUMPER | EA | 6327548 | 1 | $285.41 |
| 302 | 21840 | PULLEY ;NF,ORI,CUMMINS 8.3 IDLER | EA | 3935015;3978019;4991240; 36093 | 1 | $33.88 |
| 303 | 21915 | SERVICE KIT ;NF AIR DRIER HEATER | EA | 619110;6334098 | 1 | $56.56 |
| 305 | 22038 | REPAIR KIT ;NF,KNEELING VALVE ASSY | EA | 6322934 | 1 | $12.26 |
| 306 | 22087 | BRACKET ;NF ENTRANCE ROLLER | EA | 6315334 | 1 | $13.67 |
| 308 | 22111 | ELBOW ;NF 90' SILICONE AIR | EA | 106428 | 1 | $45.12 |
| 310 | 22186 | MIRROR ,NF,ORI 6" INTERIOR | EA | 051690501;268392 | 1 | $31.15 |
| 312 | 22202 | PIN ;NF FRONT & REAR BRAKE SHOE | EA | 6312957;6312957NFA | 1 | $1.67 |
| 313 | 22210 | PIN ;NF REAR BRAKE SHOE ROLLER | EA | 6312086;6312086NFA;TM-3200 | 1 | $6.29 |
| 315 | 22319 | VALVE ;NF 75 PSI PRESSURE PROTECTION | EA | 277227;5963963 | 1 | $9.20 |
| 317 | 22467 | DEFLECTOR ;NF AIR LOUVER DRIVERS DASH PA | EA | 8112381 | 1 | $4.03 |
| 318 | 22475 | PUMP ASSY ;NF W/C RAMP | EA | 28893 | 1 | $738.81 |
| 321 | 23002 | GAUGE ;NF 250 DEG WATER TEMP | EA | 015765;200-2847 | 1 | $125.00 |
| 322 | 23028 | SENSOR ;NF ABS(REAR) | EA | 6338380 | 1 | $29.12 |
| 326 | 23143 | GAUGE ;NF LNCG LOW PRESSURE,200 PSI | EA | 42952 | 1 | $40.29 |
| 327 | 23200 | GASKET ;NF OUTER SPACER | EA | 5911024 | 1 | $1.18 |
| 328 | 23218 | SPACER ;NF INNER | EA | 213229;8112355 | 1 | $7.33 |
| 332 | 23259 | END ;NF 3/4" MALE RH ROD | EA | 50942 | 1 | $15.51 |
| 333 | 23267 | END ;NF 3/4" MALE LH ROD | EA | 50943 | 1 | $15.51 |
| 337 | 23309 | BELT ;NF,THOMAS W/C TIE DOWN REAR | EA | 6330500 | 1 | $88.57 |
| 338 | 23317 | BELT ;NF,THO,W/C TIE DOWN FRONT | EA | 6331177 | 1 | $88.57 |
| 339 | 23432 | SOCKET ASSY ;NF RH DRAG LINK | EA | 070515;070515NFA;103279;L-28-SV-5002-A-12 | 1 | $54.54 |
| 340 | 23515 | PLUG ;NF 8.3 ENGINE STEEL | EA | 3084482 | 1 | $61.73 |
| 341 | 23523 | LENS ;NF 96" DOME LIGHT | EA | 6331200 | 1 | $60.12 |
| 343 | 23606 | COLUMN ASSY ;NF STEERING | EA | 6334103;6357261;6360837 | 1 | $440.93 |
| 347 | 23994 | ACCUMILATOR ;NF B400 TRANS | EA | 045432;29535963 | 1 | $1,658.76 |
| 351 | 24067 | ALARM ;NF W/C BUZZER | EA | 5997458 | 1 | $17.22 |
| 354 | 24182 | LIGHT ;NF INDICATOR | EA | 8112123 | 1 | $9.20 |
| 355 | 24240 | SPRING ;NF,B400 TRANS RETURN ASSY | EA | 29503215 | 1 | $92.82 |
| 356 | 24349 | U-JOINT ;NF TRANS SIDE | EA | 5-675X;6320664 | 1 | $39.48 |
| 357 | 24356 | U-JOINT ;NF ENGINE SIDE | EA | 6303109 | 1 | $31.98 |
| 358 | 24380 | SEAL ;NF 8.3 LITER | EA | 3818885;6336326; M-3818885 | 1 | $0.93 |
| 360 | 24570 | BUZZER ;NF,ORI SOLID STATE | EA | 021009505;5924170 | 1 | $11.34 |
| 361 | 24588 | VALVE ASSY ;NF ABS 24V MODULATOR | EA | 084456;430027;6405263 | 1 | $124.52 |
| 365 | 25361 | O-RING ;NF 50DN ALTERNATOR | EA | DR1967037 | 1 | $0.71 |
| 366 | 25379 | WASHER ;NF RADIUS ROD HARDENED 3/4 FLAT | EA | 20W12000 | 1 | $0.20 |
| 368 | 25445 | GASKET ;NF 35200Y/R LIGHT MOUNTING | EA | 042156;97038 | 1 | $1.31 |
| 370 | 26070 | MUFFLER ASSY ;NF 8.3 & 8.3+ ENGINE | EA | 068162;29918N | 1 | $5,555.55 |
| 371 | 26138 | NOSING ;NF EXIT YELLOW | EA | 41753 | 1 | $116.76 |
| 374 | 26591 | VALVE ;NF A/C DISCHARGE SERVICE | EA | 14-01042-04;14-01042-07;6337565 | 1 | $32.02 |
| 376 | 26625 | LOUVER ;NF(ROUND) DASH | EA | 6310737 | 1 | $2.06 |
| 377 | 26682 | GASKET ;NF,OIL COOLER CORE | EA | 3918174 | 1 | $4.91 |
| 378 | 26740 | SERVICE KIT ;NF,CUMMINS FRONT SEAL | EA | 3925626 | 1 | $139.64 |
| 379 | 26849 | SEAL ;NF,O-RING | EA | 3201562 | 1 | $4.59 |
| 380 | 26864 | SEAL ;NF O-RING | EA | 3930911; M-3930911 | 1 | $5.49 |
| 381 | 26906 | LEVER ;NF DEFROSTER FOOT HEAT | EA | 57144 | 1 | $8.29 |
| 382 | 27078 | STRAP ;NF (STATIC)GROUND | EA | 5995795;90330;S206;SGS | 1 | $3.59 |

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|---|---|---|---|---|---|---|
| 383 | 27110 | PLUG ASSY ;NF B400B TRANS SEAL EXPANDER | EA | 29530328 | 1 | $14.82 |
| 384 | 27177 | YOKE ;NF,B400 TRANS | EA | 29516159; 6-4-9221-1 | 1 | $136.44 |
| 385 | 27318 | SENDER ;NF WATER TEMPERATURE | EA | 13430 | 1 | $5.95 |
| 386 | 27565 | BOLT ;NF DRIVESHAFT SERRATED LOCKING | EA | 39883 | 1 | $1.30 |
| 387 | 27573 | STRAPs or KIT-NF U-JOINT | EA | 39884 | 1 | $6.88 |
| 388 | 27581 | NF CUMMINS 8.3 & 8.9 REAR ENG. MOUNT | EA | 116019 | 1 | $112.25 |
| 389 | 27680 | HOSE ;NF 8.3 ,2-1/2" ID HUMP | EA | 34528 | 1 | $10.95 |
| 394 | 27755 | HOSE; NF 90" 2.5 ID RADIATOR | EA | 38158 | 1 | $36.53 |
| 395 | 27813 | LENS ;NF ENGINE COMPARTMENT CLEAR | EA | 6304884;99005C | 1 | $1.25 |
| 397 | 27896 | SPRING ;NF REAR & FRONT RETURN BRAKE | EA | 6312091;6312972;6312972NFA;6335343NFA;6335353NFA;6355133NFA;TM-3210 | 1 | $1.26 |
| 398 | 27946 | MECHANISM ;NF HEATING CONTROL | EA | 6344998;8112383 | 1 | $45.25 |
| 399 | 27961 | SWITCH ;NF,SR813 SNAP ACTION | EA | 6328754 | 1 | $44.55 |
| 400 | 28043 | ROLLER ;NF BRAKE TREADLE | EA | 070137;236288N;70137 | 1 | $9.45 |
| 401 | 28092 | WASHER ;NF LOCK PLANETARY FINAL DRIVE | EA | 6312994;81.90801.0224 | 1 | $2.08 |
| 403 | 28126 | SWITCH ;NF HEATER VALVE MICRO | EA | 6310745 | 1 | $6.90 |
| 405 | 28373 | RECTIFIER ;NF HEATER/DEFROSTER ASSY | EA | 6312007 | 1 | $4.65 |
| 406 | 28530 | LATCH ;NF 1/4" TURN;5/16" KEY,OFFSET | EA | 17369 | 1 | $14.02 |
| 408 | 28555 | SHADE ;NF DRIVER'S WINDOW AUTOMOTION | EA | 6343704;FLX-600NW-4358-2200-B4 | 1 | $119.49 |
| 411 | 28605 | HANDLE ;NF ENGINE DOOR | EA | 10458 | 1 | $8.26 |
| 413 | 28886 | ROD END ;NF DRAG LINK&GEAR BOX MALE | EA | 103278;6455 | 1 | $8.99 |
| 414 | 28894 | ROD END ;NF DRAG LINK &GEAR BOX MALE | EA | 39787 | 1 | $12.95 |
| 415 | 28910 | INDICATOR ;NF AIR RESTRICTION(MINDER) | EA | 8111553 | 1 | $17.17 |
| 417 | 29090 | SWITCH ;NF,60 PSI(P/B) PRESSURE | EA | 228750;228750N;5940337 | 1 | $6.54 |
| 418 | 29116 | SPEAKER ASSY ;NF,ORI EXTERIOR | EA | 011060250;5995474 | 1 | $15.45 |
| 423 | 29678 | NUT ;NF SLACK ADJUSTER HEX | EA | 6312933;6345771 | 1 | $0.26 |
| 425 | 29843 | BELT ;NF SR1337 A/C | EA | 011326;2/5VX900;382348;R5VX900-2 | 1 | $111.94 |
| 428 | 30056 | SWITCH ;NF(HAZARD) LONG TOGGLE | EA | 018192;55055-01;55055-01 C/H | 1 | $5.85 |
| 429 | 30148 | REPAIR KIT ;NF REAR UPPER RADIUS ROD | EA | 25649;6313765;6313765N;6313765NFA;MR25649 | 1 | $18.98 |
| 431 | 30353 | RADIUS ROD ;NF LOWER REAR | EA | 015988;015988NFA | 1 | $308.72 |
| 432 | 30387 | CONNECTOR ;ALLISON,NF 3- PIN TRANS | EA | 29511368;29541278;29544002 | 1 | $48.88 |
| 433 | 30650 | PLUNGER ;NF,BRAKE TREADLE | EA | 298485;6309809;F1219503AM | 1 | $26.55 |
| 435 | 30767 | LAMP ;SR1337,NF 7"ROUND AMBER LED | EA | 205026;227526;70001AB801 | 1 | $84.85 |
| 436 | 31278 | PIN KIT ;NF,THO, ACCELERATOR TREADLE | EA | 6314419 | 1 | $28.88 |
| 437 | 31286 | LOUVER ;NF DRIVERS BOOSTER MOTOR | EA | 6341380 | 1 | $4.33 |
| 441 | 31823 | NUT ;NF,DIFF DOUBLE HEXAGON W/COLLAR | EA | 6312916 | 1 | $8.99 |
| 442 | 31856 | MOTOR ;NF SR813 & SR842 24V DEFROSTER | EA | 6325170 | 1 | $695.94 |
| 443 | 32029 | LIGHT, MARKER; NF SR813/SR1565 | EA | 89170 | 1 | $29.79 |
| 444 | 32037 | CORK ;NF SR813 RADIATOR SEPARATOR | EA | 87881 | 1 | $10.47 |
| 449 | 32276 | BEARING ;NF TAPER ROLLER, DIFF. | EA | 6312885 | 1 | $89.06 |
| 452 | 32367 | BEARING ;NF TAPER ROLLER, DIFF. | EA | 6312866 | 1 | $55.41 |
| 454 | 32870 | SLEEVE ;NF B400R TRANS GROUND | EA | 29516484 | 1 | $395.95 |
| 456 | 32953 | MODULE ;NF SR813 8.3 (ICM) IGN. CONTROL | EA | 3973087 | 1 | $1,515.26 |
| 457 | 32961 | LAMP ;NF FRONT AMBER MARKER | EA | 042155;35200Y;35200Y3 | 1 | $7.66 |
| 458 | 33035 | HARDWARE KIT ;NF FR/RR SHOCK ABSORBER | EA | 15749 | 1 | $11.95 |
| 460 | 33092 | MIRROR ;NF SR813 2-PIECE RH CURBSIDE | EA | 067129;A2375NF | 1 | $378.88 |
| 467 | 33316 | REPAIR KIT ;NF CURBSIDE LATERAL ROD | EA | 6313766 | 1 | $113.15 |
| 468 | 33324 | REPAIR KIT ;NF STREETSIDE LATERAL ROD | EA | 6313767 | 1 | $50.07 |
| 469 | 33373 | SWITCH ;NF DEFROSTER MOTOR MICRO | EA | 6328355 | 1 | $10.10 |
| 470 | 33456 | MOUNT ;NF A/C COMPRESSOR SSB | EA | 132752 | 1 | $42.47 |
| 471 | 33563 | RECEPTACLE,NF,THO NGV-1 FASTFILL | EA | 050832567;084688;J600512;TBB-J600512 | 1 | $131.25 |
| 472 | 33639 | SENSOR ;NF 8.3t COOLANT LEVEL | EA | 068598;4903489 | 1 | $107.45 |
| 477 | 33944 | O-RING ;NF,ALLISON B400 TRANS | EA | 29502439 | 1 | $4.40 |
| 478 | 34009 | INDICATOR ;NF SLACK ADJUSTER | EA | 6312934 | 1 | $0.66 |
| 480 | 34041 | TUBE ;CUMMINS NF,ORI,8.3 DIPSTICK | EA | 3905802 | 1 | $10.72 |
| 481 | 34058 | CLAMP ;NF | EA | 3909395 | 1 | $2.77 |
| 482 | 34082 | GASKET ;NF,ORI SR585-SR813 AIR COMP. | EA | 3918340 | 1 | $14.60 |
| 483 | 34280 | SWITCH ;NF W/C RAMP | EA | 33433 | 1 | $274.75 |
| 484 | 34512 | LAMP ASSY ;NF,SR813-842,LIC PLATE | EA | 90606 | 1 | $10.74 |
| 485 | 34520 | BOLT ;NF B400R TRANS M10X1.5X35MM | EA | 11505239;6326698 | 1 | $3.92 |

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|---|---|---|---|---|---|---|
| 487 | 34579 | LATCH ;NF RH ACCESS DOOR | EA | 8110774 | 1 | $1.11 |
| 490 | 34645 | SWITCH ;NF A/C LOW PRESSURE | EA | 12-00299-01;6320391;LE1809001-020 | 1 | $11.10 |
| 491 | 34652 | SWITCH ;NF A/C HIGH PRESSURE | EA | 12-00299-07 | 1 | $11.69 |
| 492 | 34686 | ELEMENT ;NF SR842 PS/HYD FILTER | EA | 51724;6332908;BT372-MPG;HF6604;LFH8324;P8224; FIL1724 | 1 | $29.69 |
| 494 | 34777 | CLAMP ;NF CUMMINS 8.3 t RETAINING | EA | 3901693 | 1 | $13.90 |
| 495 | 34868 | VALVE KIT ;NF(SR813)AIR DRIER TURBO | EA | 228;6326544 | 1 | $15.19 |
| 496 | 35022 | PLATE ;NF, BRAKE TREADLE MOUNTING | EA | 241500;5941548 | 1 | $35.79 |
| 497 | 35030 | PIN ;NF BRAKE TREADLE FULCRUM | EA | 5921788 | 1 | $6.27 |
| 499 | 35121 | LAMP W/HARNESS ;NF,SR813-842 LED LIC.PLA | EA | 90596 | 1 | $8.95 |
| 506 | 35980 | CYLINDER ASSY ;NF ACCESS DOOR 25 lb | EA | 102264 | 1 | $12.97 |
| 507 | 36053 | BELT ;NF SR813,THOMAS W/C | EA | 6341516 | 1 | $151.56 |
| 510 | 36400 | BRUSH ASSY ;NF,ENT. DOOR LOWER | EA | 106846 | 1 | $82.00 |
| 512 | 36525 | CLAMP ;NF,TRANS.FILLER TUBE | EA | 129263 | 1 | $1.18 |
| 513 | 36533 | HOSE ASSY ;NF,SR813 FC194-5 FL 62.5 | EA | 227258;4G1-5FJX/5FJX90S-0063 | 1 | $64.70 |
| 514 | 36558 | VALVE W/MICRO SWITCH ;NF HEATER | EA | 6327076 | 1 | $52.94 |
| 515 | 36574 | CONTROL ;NF,SR813 VALVE ASSY WIPER | EA | 42194 | 1 | $33.31 |
| 517 | 36954 | FAN ASSY ;NF 24V DRIVERS BOOSTER | EA | 218687 | 1 | $1,128.13 |
| 519 | 37051 | WIPER KIT ;NF INTERMITTENT | EA | 12402 | 1 | $304.10 |
| 520 | 37127 | MOTOR W/3 PIN PLUG ;NF DUAL12V | EA | 559-1NFMLR;6328808;6338657 | 1 | $64.12 |
| 522 | 37564 | NUT ;NF TIE ROD LOCKING | EA | 6328801 | 1 | $2.00 |
| 523 | 37754 | MOTOR ;NF (0131-0141) FAN DRIVE | EA | 84574 | 1 | $945.00 |
| 524 | 37952 | LAMP ASSY ;NF,SR813,SR842 LED BACK-UP | EA | 093615;252108;44009C | 1 | $74.92 |
| 525 | 38042 | CYLINDER ;NF SIDE CONSOLE ACCESS DOOR | EA | 6098 | 1 | $5.60 |
| 526 | 38638 | VALVE ;NF,CAR.A/C COMP.SUCTION | EA | 17-40002-01;68PD-1-293-3 | 1 | $148.12 |
| 529 | 39826 | REPAIR KIT ;NF(SR813,SR842) DRAIN VALVE | EA | 41071327;6315491 | 1 | $25.15 |
| 533 | 39974 | NIPPLE ;NF LUB. HYD TYPE 45 DEG GREASE | EA | 000018549;018142;18549;6813086 | 1 | $4.19 |
| 535 | 40030 | VALVE ;NF AIR TANK DRAIN | EA | 8110904;DC601-4 | 1 | $11.36 |
| 538 | 40931 | VALVE ;NF SUCTION | EA | 68PD2-110-21 | 1 | $340.24 |
| 539 | 41269 | GROMMET ;NF,SR842,SR813 DRIVERS BARRIER | EA | 27467 | 1 | $0.21 |
| 540 | 41392 | SWITCH ;NF W/W | EA | 5956451 | 1 | $37.39 |
| 542 | 41913 | SEPARATOR ;NF,SR813,SR842 OIL/WATER | EA | 96473 | 1 | $151.25 |
| 550 | 43216 | CLAMP ;NF TUBE | EA | 68060 | 1 | $1.24 |
| 552 | 44529 | KNOB ; DRIVER'S SEAT (PK OF 2 CHRG AS 1) | EA | 365615;6344633 | 1 | $21.47 |
| 553 | 44578 | CONNECTOR ;NF 1/2" I.D. X 3/8" MPT | EA | 116015 | 1 | $10.57 |
| 554 | 44586 | CONNECTOR ;NF HOSE 3/8" I.D. X 3/8" PT | EA | 5956149 | 1 | $4.31 |
| 560 | 45302 | CAM ;NF,ALLISON B400 STATOR | EA | 29506446 | 1 | $446.20 |
| 563 | 47167 | BOOT ;NF BRAKE THREADLE DUST | EA | 5961341 | 1 | $3.03 |
| 565 | 47449 | MIRROR ;NF FRONT UPPER RH INTERIOR | EA | 71735 | 1 | $15.20 |
| 566 | 47761 | MIRROR ASSY ;NF RH EXTERIOR CURB SIDE | EA | 260754;NF2013 | 1 | $407.96 |
| 568 | 47787 | MOTOR W/HEAT ;NF,SR842 12V ELEC DRIVERS | EA | 6344055 | 1 | $76.00 |
| 569 | 47795 | TOP MIRROR NF SR585,674,709,842 & THOMAS | EA | 326-1MLR;6346343 | 1 | $11.75 |
| 570 | 47829 | CLAMP ;NF MUFFLER EXAUST SYS. | EA | 4965395;6332024 | 1 | $30.20 |
| 571 | 48033 | BELT ;NF SR813,SR842,THOMAS SHOULDER/LAP | EA | 6342297;6403145 | 1 | $244.60 |
| 573 | 48421 | REPAIR KIT ;NF,SR813-SR842 SEPARATOR | EA | 6315490 | 1 | $19.69 |
| 574 | 48520 | COVER ;NF 8.3,8.3t GEAR | EA | 3926847 | 1 | $96.00 |
| 576 | 48637 | SENDER ;NF SR842/1337/1564 AIR PRESSURE | EA | 214862 | 1 | $28.20 |
| 580 | 49353 | EQUALIZER ;NF,SR842-SR1564 80A BATTERY | EA | 261087 | 1 | $580.86 |
| 594 | 51094 | CLAMP ;NF EXHAUST 4.75" I.D. | EA | 205042;88-406 | 1 | $30.77 |
| 595 | 51227 | GAUGE ;NF REAR AIR PRESSURE | EA | 218435 | 1 | $48.79 |
| 598 | 51342 | BUSHING ;NF,FITTING STANCHION NEOPRENE | EA | 8111092 | 1 | $1.12 |
| 599 | 51391 | NUT ;NF 5/16-24 CLAMP RING BOLT | EA | 237887;6332225 | 1 | $2.50 |
| 600 | 51508 | ADJUSTER, NF SR842-1564 L & R REAR SLACK | EA | 6345722;6345772 | 1 | $113.00 |
| 606 | 53157 | ARM ASSY ;NF SR585-SR1820 WIPER | EA | 086238;102852 | 1 | $127.46 |
| 608 | 53470 | ABSORBER ASSY ;NF SR842/1337 REAR SHOCK | EA | 116434;85708 | 1 | $47.68 |
| 609 | 53504 | SWITCH ;NF PUSH BUTTON | EA | 8210211 | 1 | $3.50 |
| 611 | 53686 | CUSHION ;NF DRIVER'S BLACK SEAT | EA | 30815207VV11 | 1 | $153.79 |
| 614 | 54114 | BEZEL ;NF,HEAD LAMP | EA | 15705 | 1 | $23.77 |
| 615 | 54262 | TEE ;NF,WINDSHIELD WASHER | EA | 5957380 | 1 | $0.87 |
| 617 | 54312 | SOLENOID,NF 28VDC A/C CONTACTOR | EA | 10-00300-02 | 1 | $55.99 |

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| 618 | 54585 | BELT KIT ;NF, DRIVERS SEAT | EA | 6344601;6348290 | 1 | $153.43 |
| 622 | 55186 | SOCKET ;NF FLUO. LIGHT TELESCOPIC | EA | 6308472 | 1 | $5.74 |
| 623 | 55202 | BEARING ASSY SR842 /SR1337 REAR HUB UNIT | EA | 6348112 | 1 | $204.07 |
| 624 | 55228 | ABSORBER ;NF,SR842-SR1564 FRONT SHOCK | EA | 116435;345935 | 1 | $173.25 |
| 625 | 55814 | SHAFT ;NF,SR813 DRIVE | EA | 145294 | 1 | $635.17 |
| 626 | 55889 | LATCH ;NF W/C SEAT | EA | 6353074 | 1 | $15.20 |
| 633 | 57521 | SHAFT ;NF,SR842/SR1337 DRIVE | EA | 252984 | 1 | $607.49 |
| 634 | 57562 | YOKE ASSY ;NF, SR842, SR1564 REAR AXLE | EA | 156688;6356277 | 1 | $454.01 |
| 635 | 57919 | JOINT KIT ;NF,SR842 UNIVERSAL | EA | 6340769 | 1 | $39.48 |
| 637 | 58115 | VALVE ;NF,SR842/SR1337 ROTARY DUMP | EA | 227324;284169 | 1 | $73.55 |
| 644 | 58719 | UNLOADER KIT ;NF,SR842 AIR COMP. | EA | 107515N;6331141 | 1 | $12.26 |
| 645 | 58982 | ELEMENT ;NF SR813 PS/HYD FILTER | EA | 83804E | 1 | $7.56 |
| 647 | 59212 | DIPSTICK,NF EMP P/S RESERVOIR | EA | 6326718;Q347137;Q347137-10 | 1 | $3.40 |
| 648 | 100248 | GAUGE ; NF CNG 5000 PSI HIGH PRESSURE | EA | 011003426;042405 | 1 | $62.91 |
| 649 | 100560 | REGULATOR ;NF SR585-SR709 24V | EA | 10457699;122471;D699;JE0103002; MD805 | 1 | $142.93 |
| 650 | 100842 | VALVE ;NF, SC-3, SINGLE CHECK | EA | 011213004;227788;5003524;5923496;800372;KN23000;SCV | 1 | $15.12 |
| 651 | 101907 | BUTTON ;NF,HORN | EA | 004231;050410402 | 1 | $7.89 |
| 652 | 102145 | RECEPTACLE;NF, SHEREX 5000 | EA | 050832205;084687;BCR5078;CR5078;J600511;TBBJ600511 | 1 | $398.82 |
| 655 | 104604 | BOLT KIT ;BIKE RACK PIVOT | EA | 100117 | 1 | $20.69 |
| 656 | 105544 | VALVE KIT ;NF SR1337 AD9 PURGE | EA | 107798;A1211531ZA;G1012657;JL1101001-004;R950014; 107798K | 1 | $31.29 |
| 657 | 110627 | RELAY W/DIODE ;NF,ORI,RTS 24V | EA | 011021249;15537443;G1008277;G5008277;LE1808002-064;N11613 | 1 | $5.93 |
| 659 | 118828 | VALVE ;NF,QR-1/QR1 QUICK RELEASE | EA | 011221508;2026903;229859;229859N;5963964;QR-1 | 1 | $30.26 |
| 660 | 122465 | KNOB ;NF, THOMAS P/B VALVE | EA | 2041240;248433;25-612-182;5922627;9646248433;BW248502 | 1 | $8.89 |
| 661 | 122622 | WIPER REFILL;NF 26 "(BLADE) | EA | 000009571;2041862;3J-34-38;53-26;53-27;6310782;6310782NFA | 1 | $10.28 |
| 662 | 123208 | SCREW ;NF 1/4-20 MODESTY PANEL | EA | 044328;2048614;BS7000106 | 1 | $0.41 |
| 663 | 123380 | SWITCH ;NF, DIMMER | EA | 1997014;2050315;254212;5990041; 0540 | 1 | $10.55 |
| 664 | 129783 | VALVE ;NF SURGE TANK PRESSURE RELIEF | EA | 010804014;014734;2081692;BJ0101028 | 1 | $10.45 |
| 665 | 131607 | RELAY W/O DIODE ;NF,12V | EA | 091231;091233;2098912;G1017708; RY30 | 1 | $3.44 |
| 666 | 131888 | NUT ;NF,1/4-20 SPECIAL | EA | 044329;2107338;BS7000107 | 1 | $0.76 |
| 667 | 132407 | GASKET ;NF,SURGE TANK CAP(MOUNT) | EA | 010804012;102963;2208174;5952930;97-971-2 | 1 | $0.26 |
| 668 | 136226 | BUSHING ;NF,SHOCK | EA | 010134001;050134001;12-5-123;12-5-123CG;2350908;2350908-A;5957150;6-512-1;B-908;MR1234 | 1 | $1.06 |
| 669 | 136986 | GASKET ;NF,JD, P/S HYD PUMP | EA | 23516100;5998287; M-23516100 | 1 | $3.42 |
| 670 | 139006 | O-RING ;NF, QR-1 COVER SEALING | EA | 2459255;4C-12-5 | 1 | $1.06 |
| 671 | 144709 | CLAMP ;CNG TURBO | EA | 3606847 | 1 | $40.24 |
| 672 | 154963 | GASKET ;NF,AIR GOVERNOR MOUNTING | EA | 2338304;236577;5953786 | 1 | $1.74 |
| 673 | 155127 | GASKET ;NF BOOSTER DIV. PUMP | EA | 2389154;5957034 | 1 | $0.67 |
| 674 | 155721 | NUT ;NF AIR CLEANER | EA | 5960918;702019;9R-3-36 | 1 | $2.49 |
| 675 | 160564 | O-RING,NF DOOR MOTOR | EA | 5942542 | 1 | $0.18 |
| 676 | 160820 | CHAMBER ASSY ;NF W/W PUMP | EA | 074651;25-904-163;3F-34-27;669100;74651;800170 | 1 | $23.72 |
| 677 | 161000 | DIAPHRAGM ;NF QR-1 VALVE | EA | 25-480-152;671774 | 1 | $7.75 |
| 678 | 161661 | GOVERNOR ;NF, AIR | EA | 101474;101474N;4C-8-33;5953324;682846;H284358(NAPA) | 1 | $50.43 |
| 679 | 164582 | VALVE ;NF, SR-1 SPRING BRAKE | EA | 011223503;286364;286364N;5994884;717894;SR-1 | 1 | $52.93 |
| 680 | 165126 | BUSHING ;NF,ORI RADIUS ROD | EA | 5957548;6322757;6322757NFA;723330;723330-A;836250;A0133501AB;T14-1026 | 1 | $14.28 |
| 681 | 166249 | BLADE ASSY ;NF,26" W/W | EA | 3J-34-5;52-27;792070;8112552;8112552NFA | 1 | $12.99 |
| 682 | 168443 | RETAINER ;NF,SURGE TANK CAP | EA | 6F-14-30;850442 | 1 | $0.18 |
| 683 | 168468 | GASKET ;NF,SURGE TANK CAP | EA | 850443 | 1 | $0.25 |
| 684 | 168567 | CAP ASSY ;NF SURGE TANK | EA | 010804503;5952929;850745;97-971-1 | 1 | $89.10 |
| 686 | 174581 | HOSE ;NF, 8.3 AIR INTAKE HUMP | EA | 3071049;6333802;9L-3-103 | 1 | $14.71 |
| 687 | 178145 | CLIP; NF BODY PANEL (X-MAS TREE) | EA | A1502504AE | 1 | $0.17 |
| 690 | 184440 | SENSOR ;NF SR813 TPS | EA | 340000;6324110;E1219537AG;WIL132034 | 1 | $131.65 |
| 691 | 184648 | MODULE ;NF,LH REAR BUMPER | EA | 6318075;E1505506AC;F1505502AB;J0077-96 | 1 | $178.31 |
| 692 | 184663 | MODULE ;NF REAR RH END | EA | 6318076;E1505506AD;J0078-96 | 1 | $178.31 |
| 693 | 187765 | RELAY W/DIODE ;NF,ORI,RTS,12V | EA | 0332209152;091230;G1008278; RY46 | 1 | $5.93 |
| 695 | 195800 | HEADLAMP ;NF LOW BEAM | EA | H4656;H4656LL;H5062;LB | 1 | $5.23 |
| 698 | 216045 | BULB; NF SR1337 12V 55W LOW BEAM | EA | 6359187;H11LL | 1 | $3.76 |
| 699 | 216048 | BULB,NF,SR1337 12V 65W HIGH BEAM | EA | 6359188;H9 | 1 | $4.59 |
| 702 | 216138 | BELT,CUMMINS 8.9 W/P DRIVE | EA | 4942430;5080645;6388591;8K645; 25080645 | 1 | $42.93 |
| 705 | 216166 | CHAMBER,NF,SR1337 FRONT BRAKE | EA | 249869 | 1 | $198.55 |
| 706 | 216170 | SEAL,NF SR1337 BRAKES REAR AXLE | EA | 6312099 | 1 | $1.69 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 710 | 216179 | PUMP,NF SR1337 IXETIC P/S | EA | 342892 | 1 | $298.41 |
| 711 | 216183 | GAUGE,NF SR1337 ENG. OIL PRESSURE | EA | 111746 | 1 | $58.06 |
| 712 | 216186 | SWITCH ,NF SR1337 SPST WP MAINTAIN | EA | 117047 | 1 | $20.05 |
| 714 | 216192 | MOUNT,NF SR1337 RADIATOR RUBBER | EA | 8110071 | 1 | $5.99 |
| 716 | 216196 | CONTROLLER,NF SR1337 C-20 FAN | EA | 3000001065;6361891 | 1 | $245.98 |
| 717 | 216198 | CONTROLLER,NF SR1337 RADIATOR | EA | 3000022220;3000022220PA17;6361911 | 1 | $929.56 |
| 719 | 216202 | FAN ASSY,NF SR1337 FAN DRIVE MOTOR | EA | 6361894 | 1 | $289.76 |
| 721 | 216208 | HOSE,NF SR1337 HUMP | EA | 8111087 | 1 | $11.01 |
| 722 | 216210 | HOSE,NF SR1337 4.0 ID SILICONE | EA | 34530 | 1 | $11.70 |
| 723 | 216212 | ELBOW,NF SR1337 45D 4.00 ID CAC | EA | 106427; 28204 | 1 | $37.47 |
| 726 | 216218 | SENSOR,NF SR1337 COOLANT LEVEL | EA | 302589;397194;460720 | 1 | $35.19 |
| 731 | 216230 | VALVE,NF SR1337 PARK BRAKE | EA | 284726 | 1 | $43.01 |
| 732 | 216232 | VALVE,NF SR1337 SINGLE CHECK | EA | 5951359 | 1 | $44.00 |
| 733 | 216234 | RELAY,NF SR842 & SR1337 24V SPDT | EA | 106614 | 1 | $5.90 |
| 740 | 216259 | FUSE-LIMITER,NF SR1337 100A | EA | 17531 | 1 | $7.25 |
| 741 | 216264 | FUSE-LIMITER,NF SR1337 150A | EA | 17532 | 1 | $7.25 |
| 742 | 216266 | FUSE-LIMITER,NF SR1337 200A | EA | 17533 | 1 | $7.35 |
| 743 | 216268 | FUSE-LIMITER,NF SR1337 130A | EA | 18994 | 1 | $7.35 |
| 744 | 216270 | SPEAKER,NF SR1337 INTERIOR | EA | 284145 | 1 | $17.75 |
| 745 | 216272 | SPEAKER,NF SR1337 EXTERIOR | EA | 299821 | 1 | $27.70 |
| 747 | 216276 | LAMP,NF SR1337 2.5" LED AMBER | EA | 217917; G1093 | 1 | $12.36 |
| 748 | 216278 | LAMP,NF SR1337 RED LED MARKER | EA | 52947 | 1 | $20.12 |
| 750 | 216282 | LAMP,NF SR1337 LICENSE PLATE LED | EA | 294477 | 1 | $14.00 |
| 751 | 216286 | LAMP,NF SR1337 SEALED BEAM | EA | 252523 | 1 | $10.88 |
| 752 | 216288 | LAMP,NF SR1337 LED 4" CLEAR | EA | 302233 | 1 | $72.95 |
| 753 | 216290 | LAMP,NF SR1337 WH LED 20 DEG | EA | 265410 | 1 | $58.28 |
| 754 | 216292 | LAMP,NF SR1337-SR1564 LED STEPWELL | EA | 253749;407567 | 1 | $23.25 |
| 758 | 216300 | MIRROR,NF SR1337 6" FLST INTERIOR | EA | 268392 | 1 | $31.15 |
| 759 | 216305 | MIRROR,NF SR1337 CVX RR VIEW | EA | 271960 | 1 | $66.93 |
| 760 | 216311 | MOTOR,NF SR1337 WIPER | EA | 225892 | 1 | $154.35 |
| 771 | 216347 | SWITCH,NF SR1337 SPDT MON 2POS | EA | 8112304 | 1 | $9.15 |
| 774 | 216367 | LAMP,NF SR1337 4"LED FRONT TURN SIGNAL | EA | 215540; G4003 | 1 | $41.75 |
| 775 | 216369 | VALVE,NF SR1337 1/8 NPTF PRESSURE RELEIF | EA | 99870 | 1 | $16.42 |
| 776 | 216378 | RADIUS ROD,NF SR1337 UPPER REAR | EA | 290882 | 1 | $159.66 |
| 777 | 216382 | ,NF SR1337 4.0 IS HUMP | EA | 237729 | 1 | $12.25 |
| 779 | 216443 | VALVE,NF SR1337-SR1677 WATER SHUTOFF | EA | 179901;6331005 | 1 | $23.75 |
| 781 | 216488 | ALARM,NF BACK-UP | EA | 138559 | 1 | $54.45 |
| 784 | 216668 | BLOCK,NF FUSE | EA | 8112200 | 1 | $28.50 |
| 789 | 217021 | KNOB,NF DRIVERS OVERHEAD PANEL | EA | 66489 | 1 | $0.95 |
| 790 | 217032 | SEPERATOR ASSY,NF SR1337 OIL/WATER | EA | 300584 | 1 | $279.52 |
| 792 | 217064 | BELT W/CABLE,NF SR1337 W/C SEAT. | EA | 6351508 | 1 | $158.30 |
| 794 | 217258 | RECTIFIER,NF BRIDGE | EA | 2174 | 1 | $4.65 |
| 796 | 217272 | COCK,NF RADIATOR DRAIN | EA | 5959743 | 1 | $2.15 |
| 797 | 217297 | SEAL,NF SR1337 A/C SHAFT | EA | 17-44765-00;6354197 | 1 | $14.80 |
| 798 | 217330 | BUTTON,NF TREADLE PLATE STOP | EA | 5921787 | 1 | $4.91 |
| 799 | 217344 | KNOB,NF EMER. BRAKE RELEASE VALVE | EA | 245841;5920891 | 1 | $15.62 |
| 805 | 217393 | SCREW,NF SR813 CUMMINS 8.3 HEX HEAD CAP | EA | 3908181;6335793 | 1 | $4.80 |
| 809 | 217485 | MAINTENANCE KIT,NF R12 RELAY VALVE | EA | 6331212 | 1 | $19.35 |
| 816 | 217732 | VALVE,NF SR1337 MOISTURE EJECTOR | EA | 65064 | 1 | $168.69 |
| 818 | 217766 | SEAL,NF DOOR MOTOR "U"TYPE 2-1/4 OD | EA | 6303678;72248 | 1 | $0.13 |
| 819 | 217768 | O-RING,NF DOOR MOTOR | EA | 6303678 | 1 | $0.13 |
| 821 | 217773 | EXPANDER,NF DOOR MOTOR | EA | 5942543 | 1 | $1.49 |
| 822 | 217775 | GASKET,NF DOOR MOTOR LARGE CYL. | EA | 72260 | 1 | $0.65 |
| 823 | 217777 | GASKET,NF DOOR MOTOR | EA | 72259 | 1 | $0.50 |
| 826 | 218010 | ABS-ECU,NF SR1564 BASIC 45/4M 24V | EA | 336324 | 1 | $936.46 |
| 827 | 218017 | STARTER; 8.9L SR1563,64,65,1677 NEW 42MT | EA | 372958;9200529 | 1 | $467.86 |
| 828 | 218021 | BELT,NF SR1564 8.9 ALTERNATOR | EA | 3288634;6336455; 5080945; NBH25080496 | 1 | $14.78 |
| 833 | 218053 | LAMP,NF SR1564 4"LED BACK-UP | EA | 246775; 62391 | 1 | $65.70 |
| 834 | 218233 | SHADE,NF SR1564/1677/1820 DRIVER'S SUN | EA | 291017 | 1 | $106.70 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 845 | 218453 | VALVE, PRESSURE REGULATOR VALVE 8.9 | EA | 3970615,5305242, 5477889 | 1 | $1,057.46 |
| 846 | 218536 | FILTER,NF SR1677 HVAC RETURN AIR | EA | 461926 | 1 | $90.75 |
| 855 | 218582 | CHAMBER,NF SR1677 RR DISC SST ROD | EA | 395363;MJB2024ET758 | 1 | $232.22 |
| 857 | 218598 | SENSOR,NF SR1677 LOW FLUID | EA | 460722 | 1 | $39.95 |
| 858 | 218600 | VALVE,NF SR1677 ORN QUICK RELEASE | EA | 467192;K049776 | 1 | $12.07 |
| 861 | 218606 | PUMP ASSY,NF SR1667 W/W WASHER | EA | 5957374 | 1 | $56.45 |
| 864 | 218612 | VALVE,NF SR1677 ENTR DOOR DUMP | EA | 281977 | 1 | $51.82 |
| 874 | 218755 | TERMINAL ACCUMULATOR CONNECTOR B400 NF | EA | 12103881 | 1 | $0.10 |
| 877 | 218800 | NUT & BOLT KIT NF BRAKE CHAMBER | EA | 6304784 | 1 | $0.85 |
| 879 | 218818 | PULLEY, THERMO KING A/C COMPRESSOR | EA | 6308713;77-1672 | 1 | $283.25 |
| 880 | 218820 | PLATE, FIELD CLUTCH THERMO KING COMP | EA | 6308712;77-1083 | 1 | $161.24 |
| 883 | 218882 | NF SR1677 POTENTIOMETER ASSY | EA | 452822 | 1 | $50.90 |
| 897 | 219038 | NF SR674 CENTER CHASSIS | EA | 65493 | 1 | $236.07 |
| 901 | 219046 | NF,CAC TEMPERATURE SENSOR | EA | 4902912;6356948 | 1 | $69.91 |
| 902 | 219051 | NF SR1337 TPS ACCELERATOR SENSOR KIT | EA | 6357341 | 1 | $83.18 |
| 903 | 219112 | NF; RESISTOR, 120 OHM | EA | 142719 | 1 | $4.42 |
| 904 | 219141 | NF; KNOB, WIPER CONTROL | EA | 6353468 | 1 | $1.98 |
| 906 | 219148 | NF SR1337/ SR1677 RH MIRROR BOTT MIRROR | EA | 327-2SLR;6342574 | 1 | $23.69 |
| 911 | 219198 | NF SR1677 FAN SYSTEM CONTROLLER | EA | 6406182 | 1 | $506.02 |
| 913 | 219206 | NF; SR1677 EMP RADIATOR FAN ASSY | EA | 6394998 | 1 | $388.25 |
| 917 | 219309 | LOUVER; NF SR1677 DRIVERS VENT | EA | 392759 | 1 | $26.13 |
| 919 | 219341 | LAMP ASSEMBLY; NF SR1565, SR1677 LED | EA | 266142 | 1 | $59.67 |
| 921 | 219381 | NF, SR1677, LOUVER, 4" O.D. | EA | 392167 | 1 | $17.55 |
| 923 | 219385 | NF SWITCH ASSM, TAPE SR1337,1563/64,1677 | EA | 6349503 | 1 | $48.28 |
| 937 | 219780 | LATCH, NF ENGINE DOOR SR1565/1677 | EA | 280736 | 1 | $8.29 |
| 959 | 220092 | SEAL, NF O'RING 8.9 | EA | 3682177 | 1 | $4.72 |
| 969 | 220215 | BEARING,THRUST SR1337 | EA | 28045918 | 1 | $145.53 |
| 971 | 220334 | STARTER; NF SR1820-SR1965 NEW DELCO | EA | 260807 | 1 | $457.10 |
| 974 | 220357 | E6, NF VALVE ASSEMBLY SR1820 | EA | 5948304;T-290181 | 1 | $84.61 |
| 978 | 220409 | SWITCH, NF & THOMAS REMOTE MIRROR | EA | 026077;060580 | 1 | $30.50 |
| 979 | 220413 | LAMP ASSEMBLY, NF CURB LED SR1563/64 | EA | 225167;6446619 | 1 | $184.52 |
| 981 | 220577 | DRIVESHAFT ASM SR1565 | EA | 301574 | 1 | $718.39 |
| 983 | 220581 | COIL,NF HEATER/DEF SR585-842 SR1565-1820 | EA | 6321253 | 1 | $179.48 |
| 990 | 220596 | BRACKET, MIRROR STREETSIDE MTG SR1677 | EA | 461642 | 1 | $164.80 |
| 995 | 220611 | SEAL, INNER CENTER AXLE SR1565 | EA | 6407920 | 1 | $62.45 |
| 997 | 220616 | O-RING, HUB CENTER AXLE SR1565 | EA | 6407928 | 1 | $1.81 |
| 1002 | 220669 | PULLEY, DUAL W/DAMPER 8.9 SR1677-1820 | EA | 417904 | 1 | $1,050.19 |
| 1003 | 220672 | SENSOR, COOLANT LEVEL SR1820 | EA | 2872933;4359193;473480;610607 | 1 | $106.00 |
| 1014 | 220714 | GOVERNOR, AIR SR1820, SR1965 | EA | 399079;801941 | 1 | $163.92 |
| 1019 | 220744 | BEARING; CYLINDRICAL ROLLER 8.1 J/D | EA | RE22514 | 1 | $81.81 |
| 1020 | 220746 | CLAMP; NF 1" TRANS DIPSTICK TUBE SR1337 | EA | 51680 | 1 | $0.95 |
| 1021 | 220757 | TUBE CPR WATER OUTLET 8.9 CUMMINS | EA | 4942639 | 1 | $46.25 |
| 1024 | 220764 | KIT-SERVICE TAPPET AND BOOT SR1820 | EA | 6361372;6391322 | 1 | $46.99 |
| 1026 | 220778 | RUBBER LATCH SR1820 | EA | 502 | 1 | $7.65 |
| 1027 | 220782 | FLOOR RAIL PIN SR1565 | EA | 221009 | 1 | $0.92 |
| 1029 | 220791 | PULLEY; IDLER CUMMINS 8.9 SR1820 | EA | 3978324;6444742 | 1 | $101.25 |
| 1032 | 220805 | SEAL; O-RING CUMMINS 8.3C+ & 8.9 | EA | 4935693 | 1 | $8.15 |
| 1033 | 220807 | SEAL; O-RING CUMMINS 8.3C+ & 8.9 | EA | 4935694 | 1 | $8.30 |
| 1036 | 220818 | LIFTING MECH ASM REAR DOOR RAMP SR1565 | EA | RI39237 | 1 | $500.55 |
| 1040 | 220828 | TRANSDUCER PRESSURE E STROKE SR1965 | EA | 336035;8090550 | 1 | $216.65 |
| 1043 | 220838 | HOSE ASSM; TRANS FC355-20 FL24.0 SR1337 | EA | 308087 | 1 | $15.63 |
| 1045 | 220843 | DISICCANT;NF CARTRIDGE KIT SR1965 | EA | 6320544 | 1 | $65.50 |
| 1047 | 220858 | ROLLER BEARING ASM. SR 1565 | EA | 6407921 | 1 | $129.99 |
| 1049 | 220866 | SEAT BELT,3PT ORANGE W/N.O SWITCH SR1965 | EA | 6460398;7224707E | 1 | $215.50 |
| 1051 | 220962 | TUBE,OIL GAUGE | EA | 3969058 | 1 | $116.05 |
| 1052 | 220964 | DIPSTICK, ENGINE SR1563-SR1677 | EA | 3974288 | 1 | $102.02 |
| 1053 | 220968 | NIEOFF BRUSHLESS ALTERNATOR | EA | C803D; KRKC803D | 1 | $3,454.65 |
| 1058 | 221329 | LAMP, ASSY, REAR CTR STOP SR1563/1564 | EA | 412,194,481,014 | 1 | $0.15 |
| 1059 | 221341 | BLOWER MOTOR ASM. SR1565 ( CCW ) | EA | 41-9388, 6394530 | 1 | $2,065.13 |

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|---|---|---|---|---|---|---|
| 1060 | 221351 | DISCHARGE GASKET SR 1565 | EA | 33-2805 | 1 | $2.75 |
| 1064 | 221371 | CLAMP V-BAND | EA | 3892648 | 1 | $40.00 |
| 1065 | 221411 | SOLENOID REPAIR KIT | EA | 60-302 | 1 | $95.46 |
| 1067 | 221421 | CYLINDER ASM RADIATOR ACCESS SR1965 | EA | 492796 | 1 | $13.75 |
| 1070 | 221428 | BRACKET C/S MIRROR SR1565 | EA | 427099 | 1 | $216.54 |
| 1071 | 221430 | ABS SENSOR SR1965 | EA | 6405956 | 1 | $20.99 |
| 1087 | 221500 | DEHYDRATOR, A/C THERMO KING SR1565 | EA | 306-221 | 1 | $78.50 |
| 1091 | 221518 | DUST CAP, COOLANT FILL SR1820-SR2029 | EA | 279562 | 1 | $2.01 |
| 1092 | 221522 | SLEEVE, ABS SENSOR SR1965 | EA | 6346410 | 1 | $2.20 |
| 1094 | 221526 | GASKET MARMON 3.5" STD(1820-2029) | EA | 395859 | 1 | $8.06 |
| 1101 | 221571 | O RING SOLENOID | EA | 29535518 | 1 | $2.75 |
| 1106 | 221596 | V CLAMP TURBO 8.9 | EA | 3535399 | 1 | $38.08 |
| 1108 | 221849 | PULLEY, NIEHOFF ALTERNATOR | EA | 130004 | 1 | $56.25 |
| 1109 | 221869 | W/W ARMS BOTH L & R SR2029 ONLY | EA | 429608 | 1 | $131.50 |
| 1116 | 221992 | RESISTOR | EA | 6345456 | 1 | $8.00 |
| 1120 | 222073 | SUP ARM ASSY,OUTSIDE POS,TRILOGY | EA | 100589 | 1 | $158.33 |
| 1121 | 222075 | SUP ARM HOUSING,OUTSIDE POS,TRILOGY | EA | 100595 | 1 | $69.25 |
| 1122 | 222077 | SUP ARM HINGE IN/OUTSIDE POS TRILOGY | EA | 100593 | 1 | $61.25 |
| 1124 | 222122 | SHIM .30 | EA | 3924448 | 1 | $28.52 |
| 1125 | 222123 | SHIM .40 | EA | 3924449 | 1 | $28.52 |
| 1136 | 222287 | EXPANSION VALVE SR 1820 | EA | 6397943,61-5185 | 1 | $422.73 |
| 1142 | 222317 | VALVE ASM HEATER CONTROL SR1565-2214 | EA | 6447295 | 1 | $74.00 |
| 1144 | 222347 | HARNESS,INTERNAL HD 6SPD/OLS (SR1565) | EA | 29549578 | 1 | $160.00 |
| 1146 | 222360 | PLUG, THREADED ASS. | EA | 3940116 | 1 | $25.99 |
| 1147 | 222362 | EXPANSION PLUG | EA | 3920443 | 1 | $4.35 |
| 1155 | 222438 | TK INTELLIGAIRE III DISPLAY MODULE SR1565 | EA | 6894619, 45-2339 | 1 | $294.00 |

*Omnitrans makes no guarantee of usage with regard to quantity
**Base Year Pricing - All subsequent year pricing shall be determined in October of each year using the increase or decrease of Consumer Price Index (CPI).

**CONTRACT AGREEMENT**

between

| | |
|---|---|
| CONTRACTOR<br>Muncie Reclamation and Supply Company<br>dba Muncie Transit Supply<br>3720 S. Madison Street<br>Muncie, IN 47302<br><br>(hereinafter "CONTRACTOR")<br>Telephone: (765) 288-1971<br>Email: bhuff@abc-companies.com | **CONTRACT DOCUMENTS**<br><br>**CONTRACT NO. MNT19-46F**<br><br>**TRANSIT BUS PARTS** |
| And | Contract Amount: $647,203 |
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>(hereinafter "OMNITRANS") | Omnitrans Project Manager:<br>Name: Rick Barone<br>Title: Materials Manager<br>Telephone: (909) 379-7402<br>Email: rick.barone@omnitrans.org<br><br>Contract Administrator:<br>Name: Krystal Turner<br>Title: Contracts Administrator<br>Telephone: (909) 379-7202<br>Email: krystal.turner@omnitrans.org |

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ATTACHMENT A – PRICING

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PROHIBITING WEAPONS IN THE WORKPLACE

This Agreement is made and entered into as of this 3rd day of October 2019, and between Omnitrans (hereinafter referred to as "OMNITRANS") and Muncie Reclamation and Supply dba Muncie Transit Supply (hereinafter referred to as "CONTRACTOR").

## RECITALS

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

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

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

## 1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

## 2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through October 2, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from October 3, 2021 through October 2, 2022, which period encompasses the Initial Term and the Option Year One and Option Year Two.

## 3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

## 4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Six Hundred Forty Seven Thousand Two Hundred and Three Dollars ($647,203), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

## 5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

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

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

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

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

C. TITLE

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

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

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict

compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

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

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

## 6. AUDIT AND INSPECTION OF RECORDS

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

## 7. NOTIFICATION

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

| To OMNITRANS: | To CONTRACTOR: |
|---|---|
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>Attn: Krystal Turner<br>Title: Contracts Administrator | Muncie Reclamation and Supply dba Muncie Transit Supply<br>3720 S. Madison Street<br>Muncie, IN 47302<br>Attn: Becky Huff<br>Contract Manager |

## 8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

### A. OMNITRANS' Project Manager

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

Project Manager: 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 CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

   3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

### B. Contractor's Key Personnel

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

| Name | Role |
|---|---|
| Becky Huff | Contract Manager |

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

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

## 9. DISPUTE RESOLUTION

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

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

## 10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but

shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

## 11. TERMINATION FOR BREACH OF AGREEMENT

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

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of

this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

## 13. SUBCONTRACTING

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

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

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

## 14. INDEPENDENT CONTRACTOR

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

## 15. INSURANCE

### A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

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

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

2) **Deductibles or Self-Insured Retention (SIR)**

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

3) **Other Insurance Provisions**

**a. Commercial General Liability and Automobile Liability**

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

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of

Contractor's insurance and shall not be construed as contributory.

2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

**b. Workers' Compensation**

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

**c. Care, Custody, and Control**

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

4) **Acceptability of Insurers**

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

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

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

7) **Notification of Terminated Insurance**

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

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured*.

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured*.

10) ☒ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## 16. INDEMNITY

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

## 17. REVISIONS IN SCOPE OF WORK

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

## 18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## 19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

## 20. OWNERSHIP RIGHTS

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

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

## 21. WORK FOR HIRE

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

## 22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

## 23. EQUAL OPPORTUNITY

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

## 24. STANDARD OF PERFORMANCE

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

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

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

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

## 26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

## 27. COMPLIANCE WITH LAW

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

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The

parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

## 28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## 29. PUBLIC RECORDS ACT

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

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## 30. WAIVER/INVALIDITY

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

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

## 31. FORCE MAJEURE

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

## 32. CONFIDENTIALITY

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

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

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

## 34. GOVERNING LAW

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

## 35. MODIFICATIONS TO AGREEMENT

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

## 36. LICENSING, PERMITS AND INSPECTION COSTS

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

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

## 37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT19-46 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated March 25, 2019 and its Appendices, Exhibits, Attachments.

## 38. ENTIRE AGREEMENT

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

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

| OMNITRANS | MUNCIE RECLAMATION AND SUPPLY<br>DBA MUNCIE TRANSIT SUPPLY |
|---|---|
| _____ | _____ |
| P. Scott Graham<br>CEO/General Manager | Becky Huff<br>Contract Manager |
| _____ | _____ |
| Date | Date |

Federal Tax I.D. No. 36-3648851

CM _____

ATTACHMENT A - PRICING
MNT19-46G
TRANSIT BUS PARTS

| Item Number | Item Code | Description | Model Number | Unit of Measure | *Quantity | **Base Year Pricing |
|---|---|---|---|---|---|---|
| 1 | 232 | SWITCH ;NF,TURN SIGNAL | 011715402;1994132;5925959;7792;AA1506001 | EA | 1 | $13.91 |
| 2 | 1164 | NF,THO,FRANGIBLE PANEL | 011655023;129033 | EA | 1 | $17.17 |
| 3 | 1289 | PROBALYSR ;NF,OIL FILTER | 041652;10L-2-140;G1002386; 51289 | EA | 1 | $19.65 |
| 4 | 1461 | CAP ;NF,ORI,CNG DUST | 6333472;E0832205AD | EA | 1 | $11.72 |
| 5 | 1487 | CAP ;NF,ORI,CNG DUST | 091817;E0832011AC | EA | 1 | $3.64 |
| 6 | 1784 | MODULE ;NF,ORI FRONT CENTER BUMPER | 6327215;E1501512AC | EA | 1 | $316.26 |
| 7 | 3467 | KNOB ;NF TILT STEERING | E0410501AL | EA | 1 | $9.36 |
| 8 | 4473 | SWITCH ;NF, 70 PSI, AIR PRESSURE | 011220009;284833;5963111 | EA | 1 | $28.19 |
| 9 | 7666 | PLATE ;NF PIVOT | 100188-WHT;100483-WHT | EA | 1 | $178.64 |
| 10 | 8102 | HEADLAMP,NF,HIGH BEAM | H4651;HB | EA | 1 | $14.70 |
| 11 | 8375 | KNOB ;NF,RTS,ORI TILT STEERING WHEEL | 6321875;E0410501ZP;G1007216 | EA | 1 | $7.96 |
| 12 | 8656 | LATCH ;NF CNG FILLER DOOR ACCESS PADDLE | 64021 | EA | 1 | $26.63 |
| 13 | 8664 | LATCH ;NF,ANGLE DOOR | 65861 | EA | 1 | $87.35 |
| 14 | 8953 | SEAL KIT ;NF ALTERNATOR FRONT | 713SK;K-5015 | EA | 1 | $33.46 |
| 15 | 9035 | MIRROR ASSY ;NF REAR STEPWELL | 268390;5943004 | EA | 1 | $102.57 |
| 16 | 9043 | CHIME ;NF PASSENGER | 82904 | EA | 1 | $123.50 |
| 17 | 9050 | CYLINDER ;NF LATCH | 70648 | EA | 1 | $27.88 |
| 18 | 9076 | KEY ;NF CYLINDER | 72401 | EA | 1 | $7.18 |
| 19 | 9084 | LATCH ;NF PADDLE | 102849 | EA | 1 | $21.84 |
| 20 | 9100 | DOOR ASSY ;NF | 142768 | EA | 1 | $205.43 |
| 21 | 9118 | BALLAST ;NF LIGHT | 207-02-037;6331195;6334532;6361972 | EA | 1 | $54.54 |
| 22 | 9126 | WHEEL ;NF,,THOMAS ROADSIDE EVAP. | 38-00512-01;6320376;E1340515EJ | EA | 1 | $70.54 |
| 23 | 9134 | WHEEL ;NF,ORI,THOMAS CURBSIDE EVAP. | 38-00512-00;6320374;E1340515EH | EA | 1 | $85.40 |
| 24 | 9142 | ARM ;NF MAIN WIPER | 6320497 | EA | 1 | $49.02 |
| 25 | 9159 | LINK ;NF WIPER SADDLE | 6303253;C1201501CD;WWSL | EA | 1 | $2.62 |
| 26 | 9167 | ARM ;NF IDLER WIPER | 6320498 | EA | 1 | $33.48 |
| 27 | 9175 | NOZZLE ;NF WIPER | 5922666;B1267901HA | EA | 1 | $2.32 |
| 28 | 9423 | PANEL ;NF RH MODESTY | 071606-115;71606-115 | EA | 1 | $286.40 |
| 29 | 9431 | PANEL ;NF LH MODESTY | 071605-115;71605-115 | EA | 1 | $286.40 |
| 30 | 9449 | PANE ;NF EXIT DOOR BARRIER 11 3/4x43 3/4 | 105396 | EA | 1 | $95.16 |
| 31 | 9456 | WINDSHIELD ;NF SR585-SR842 RH | 8112389 | EA | 1 | $139.93 |
| 32 | 9472 | WINDSHIELD ;NF ,SR585-SR842 LH | 8112388 | EA | 1 | $139.90 |
| 33 | 9480 | SWITCH ;NF SPST MAINTAINED ON-OFF | 8110728 | EA | 1 | $3.77 |
| 34 | 9498 | SWITCH ;NF ABS SPST MOMENTARY OFF-ON | 8110729 | EA | 1 | $6.49 |
| 35 | 9530 | BUMPER ACCESS DOOR(CAN ALSO USE S/C9548) | 8112307 | EA | 1 | $0.35 |
| 36 | 9548 | BUMPER ACCESS DOOR(CAN ALSO USE S/C9530) | 8111131 | EA | 1 | $0.36 |
| 37 | 9621 | MODULE ;NF RELAY SOCKET | 1325 | EA | 1 | $0.91 |
| 38 | 9639 | BREAKER ;NF 15 AMP CIRCUIT | 20142 | EA | 1 | $8.97 |
| 39 | 9647 | BREAKER ;NF 10 AMP CIRCUIT | 20140 | EA | 1 | $8.97 |
| 40 | 9654 | BREAKER ;NF 20 AMP CIRCUIT | 20143 | EA | 1 | $8.97 |
| 41 | 9670 | BREAKER ;NF 30 AMP CIRCUIT | 22382 | EA | 1 | $14.20 |
| 42 | 9696 | RELAY W/DIODE ;NF 12 V | 33981 | EA | 1 | $2.26 |
| 43 | 9712 | FLASHER ;NF COMBINATION | 106956;228478;6349689;6349690 | EA | 1 | $37.93 |
| 44 | 9720 | MODULE ;NF CURRENT LIMITER | 118094 | EA | 1 | $112.37 |
| 45 | 9738 | SPRING ;NF SIDE CONSOLE ELEC GAS | 130985 | EA | 1 | $15.07 |
| 46 | 9746 | REFLECTOR ;NF RED EXTERIOR | 021180;B491R | EA | 1 | $0.76 |
| 47 | 9753 | REFLECTOR ;NF AMBER EXTERIOR | 021181;B491A | EA | 1 | $0.76 |
| 48 | 9761 | ELEMENT ;NF SR585-SR709 PS/HYD FILTER | 6323610;C1702;P1707HD10;PT707HD1; 51434 | EA | 1 | $12.90 |
| 49 | 9795 | O-RING ;NF,CNG FUEL FILTER | 6323105 | EA | 1 | $2.21 |
| 50 | 9803 | O-RING ;NF,P/S RESERVOIR FILTER | 6327398 | EA | 1 | $2.04 |
| 51 | 9852 | VALVE ;NF COOLANT,HVAC,WATER MODULATOR | 14-00194-00;6320583 | EA | 1 | $266.01 |
| 52 | 9878 | SOLENOID KIT ;NF,COOLANT MODULATOR VALVE | 14-50036-00;60-302;6325259 | EA | 1 | $83.81 |
| 53 | 10058 | SCREW ;NF W/W ARM | 6303254 | EA | 1 | $2.77 |
| 54 | 10066 | NUT ;NF,W/W ARM | 5920832 | EA | 1 | $0.30 |

*Omnitrans makes no guarantee of usage with regard to quantity
**Base Year Pricing - All subsequent year pricing shall be determined in October of each year using the increase or decrease of Consumer Price Index (CPI).

| | | | | | | |
|---|---|---|---|---|---|---|
| 55 | 10074 | BOLT ;NF W/W ARMS | 5922668 | EA | 1 | $1.21 |
| 56 | 10512 | BEARING ;NF,FRONT HUB INNER | 6312248;BR331933;CR2560 | EA | 1 | $98.06 |
| 57 | 10520 | WASHER ;NF R/L FRONT HUB(LARGE) | 6312287 | EA | 1 | $10.49 |
| 58 | 10546 | BOLT ;NF FRONT WHEEL MOUNTING | 6313127;6313127NFA | EA | 1 | $11.16 |
| 59 | 10553 | HUB ;NF R/L FRONT WHEEL | 6313126 | EA | 1 | $620.06 |
| 60 | 10561 | SCREW ;NF,SELF- ALIGNING M12 | 6317572 | EA | 1 | $2.56 |
| 61 | 10579 | WASHER ;NF R/L FRONT HUB(SMALL) | 6312288 | EA | 1 | $13.66 |
| 62 | 10587 | BEARING ;NF FRONT HUB OUTER | 32310J2/Q;6312249;BR32310 | EA | 1 | $56.46 |
| 63 | 10595 | WASHER ;NF, FRONT HUB THRUST R/L | 6312289 | EA | 1 | $36.39 |
| 64 | 10603 | SCREW ;NF,FR BRAKE DRUM CHEESE HEAD | 6313129 | EA | 1 | $2.14 |
| 65 | 10611 | NUT ;NF,FRONT CLAMPING | 6313128 | EA | 1 | $87.98 |
| 66 | 10629 | CAP ;NF,R/L HUB | 6313130 | EA | 1 | $23.76 |
| 67 | 10785 | CAP ;NF STEERING WHEEL | 050917;311655 | EA | 1 | $15.11 |
| 68 | 10819 | LIGHT W/O HARNESS ;NF LICENSE PLATE | 102404;15200C;J340021;TBB-J340021 | EA | 1 | $4.42 |
| 69 | 11072 | SWITCH ;NF DASH DIMMER | 114045 | EA | 1 | $30.98 |
| 70 | 11098 | FILTER ;NF W/C PUMP | 6312529 | EA | 1 | $5.14 |
| 71 | 11106 | O-RING ;NF W/C(CNG REG. REBUILD) | 6312539 | EA | 1 | $5.99 |
| 72 | 11155 | T-HANDLE ;NF DOOR | 5946369 | EA | 1 | $6.96 |
| 73 | 11270 | BOX ;NF SR585-709 STEERING GEAR (SFZ51) | 9861 | EA | 1 | $2,599.79 |
| 74 | 11403 | SQUIB ;NF, FIRE SUPPRESSION | 133695;14036 | EA | 1 | $182.01 |
| 75 | 11536 | NUT ;NF REAR CAPPED ALUM. LUG | 38114 | EA | 1 | $13.43 |
| 76 | 11544 | NUT ;NF FRONT CAPPED ALUM LUG | 38115 | EA | 1 | $11.22 |
| 77 | 11551 | HORN ;NF DUAL | 136163;266842 | EA | 1 | $14.63 |
| 78 | 11726 | SWITCH ;NF,ORI,MASTER | 5951270 | EA | 1 | $28.21 |
| 79 | 11809 | BOLT ;NF 6MM | 3913638 | EA | 1 | $0.25 |
| 80 | 11817 | DESSICANT KIT ;NF,AIR DRIER | 6313239;T224; CART224 | EA | 1 | $79.41 |
| 81 | 11825 | VALVE KIT ;NF AIR DRIER BLEED | 223;6313245 | EA | 1 | $9.06 |
| 82 | 11833 | SERVICE KIT ;NF AIR DRIER HEATER | 6318009 | EA | 1 | $69.04 |
| 83 | 11841 | VALVE ;NF UNLOADER SERVICE | 235;6313244 | EA | 1 | $31.71 |
| 84 | 11858 | VALVE KIT ;NF AIR DRIER CHECK | 238;6313243 | EA | 1 | $9.06 |
| 85 | 11874 | KNOB ;NF DASH TEMPERATURE | 15696 | EA | 1 | $4.95 |
| 86 | 11916 | RELAY W/DIODE ;NF 12V 70 AMP | 133915 | EA | 1 | $16.95 |
| 87 | 12138 | CYLINDER ;NF ASSISTING ENGINE DOOR | 052633;492796 | EA | 1 | $9.68 |
| 88 | 12146 | CYLINDER ASSY ;NF LOCKING ENG. DOOR | 52634 | EA | 1 | $14.20 |
| 89 | 12179 | PLUG ;NF MAGNETIC DRAIN & FILL | 6316565 | EA | 1 | $9.05 |
| 90 | 12187 | PLUG ;NF,AXLE HOUSING DRAIN & FILL | 6312111 | EA | 1 | $5.43 |
| 91 | 12195 | O-RING ;NF P/S RESERVOIR | 6326733;6327291 | EA | 1 | $2.50 |
| 92 | 12237 | VALVE ;NF,EMERGANCY RELEASE | 281481;5996782 | EA | 1 | $28.90 |
| 93 | 12286 | SEAL ;NF FRONT HUB SHAFT | 39156;6312247;6312247NFA;CR39156;TM-5060 | EA | 1 | $10.39 |
| 94 | 12294 | GASKET ;NF PLANETARY DRIVE (SR585-SR813) | 6315103;81.96601.0528 | EA | 1 | $7.74 |
| 95 | 12302 | O-RING ;NF BRAKES REAR COVER | 06.56332.4254;6313011;6313011NFA | EA | 1 | $8.20 |
| 96 | 12310 | SEAL ;NF,SR585-SR813 REAR WHEEL | 6319485;6319485NFA;TM-1730 | EA | 1 | $72.11 |
| 97 | 12328 | WIPER & SEAL KIT ;NF,SR585-SR813 REAR | 6334307;6334307NFA | EA | 1 | $32.21 |
| 98 | 12344 | ABSORBER W/MNT KIT ;NF REAR SHOCK | 015813;152959;608333-40Y;680337-40Y;M85708 | EA | 1 | $53.80 |
| 99 | 12351 | SWITCH ;NF FAN | 15697 | EA | 1 | $5.25 |
| 100 | 12369 | BELT, NF SR585-709 SR813 BUS1251 A/C | 114826;R5VX885-2 | EA | 1 | $40.20 |
| 101 | 12377 | LAMP ;NF,RH 4" CLEAR STEPWELL | 40203;40203-3;6334152;80904 | EA | 1 | $7.36 |
| 102 | 12385 | SWITCH ;NF FUEL DOOR PROXIMITY | 122824 | EA | 1 | $203.76 |
| 103 | 12393 | BOLT ;NF REAR WHEEL MOUNT | 6312423;6312423NFA | EA | 1 | $11.12 |
| 104 | 12583 | VALVE ;NF,200 PSI SAFETY | 042580;215057 | EA | 1 | $10.76 |
| 105 | 12641 | LAMP ASSY ;NF RED LED MARKER | 110464;35200R;35200R3 | EA | 1 | $14.60 |
| 106 | 12674 | SWITCH ;NF,MAG STARTER | 5962576 | EA | 1 | $11.50 |
| 107 | 12856 | LAMP ASSY ;NF,SR685-674 LIC. PLATE | 114232;15011 | EA | 1 | $24.42 |
| 108 | 12906 | SENSOR ;NF SURGE TANK LOW FLUID | 48119 | EA | 1 | $95.37 |
| 109 | 12948 | VALVE,NF SR1337/SR1677 AD9 PURGE HOUSING | 5004338;5004479;6361500 | EA | 1 | $186.44 |

*Omnitrans makes no guarantee of usage with regard to quantity
**Base Year Pricing - All subsequent year pricing shall be determined in October of each year using the increase or decrease of Consumer Price Index (CPI).

ATTACHMENT A - PRICING
MNT19-46G
TRANSIT BUS PARTS

| | | | | | | |
|---|---|---|---|---|---|---|
| 110 | 13003 | PANEL ;NF INSTRUMENT LETTERED | 142455 | EA | 1 | $190.64 |
| 111 | 13094 | BRACKET ASSY ;NF,W/C WELD | 31028 | EA | 1 | $107.55 |
| 112 | 13102 | SWITCH ASSY ;NF 30" TOUCH TAPE | 82194 | EA | 1 | $52.09 |
| 113 | 13110 | SWITCH ASSY ;NF TOUCH TAPE | 82420 | EA | 1 | $41.10 |
| 114 | 13128 | SWITCH ASSY ;NF 35" TOUCH TAPE | 47710 | EA | 1 | $31.10 |
| 115 | 13136 | GASKET ;NF LAMP SEALING | 131417;97035 | EA | 1 | $1.85 |
| 116 | 13144 | SWITCH ;NF MICRO SNAP ACTION DOOR | 6315427 | EA | 1 | $112.60 |
| 117 | 13185 | GASKET ;NF,THO,OIL,P/S PUMP | 039172;3008400;3929751 | EA | 1 | $9.13 |
| 118 | 13193 | GEAR ;NF TF750 AIR COMPRESSOR | 200398 | EA | 1 | $69.91 |
| 119 | 13276 | LAMP ;NF YELLOW TURN SIGNAL | 080267;228612;6344066;91256Y;91276Y | EA | 1 | $63.16 |
| 120 | 13292 | CONNECTOR ;NF EXHAUST FLEX | 89572 | EA | 1 | $149.80 |
| 121 | 13300 | SENSOR ASSY ;NF,SR585-674,SR813-1337 ABS | 6322076;6344419 | EA | 1 | $32.52 |
| 122 | 13326 | VALVE ASSY ;NF,WIPER CONTROL | 108583 | EA | 1 | $77.74 |
| 123 | 13359 | SWITCH ;NF SNAP ACTION | 6304386 | EA | 1 | $40.59 |
| 124 | 13367 | CONTROLLER ASSY ;NF,THOMAS DOOR | 110103;J320061 | EA | 1 | $174.54 |
| 125 | 13391 | MOTOR ;NF CONDENSER | 071075000;54-00533-00;6330065 | EA | 1 | $1,602.64 |
| 126 | 13409 | MOTOR ;NF EVAPORATOR | AC501-152 | EA | 1 | $1,636.67 |
| 127 | 13433 | SWITCH ;NF 3 PST ON/OFF | 2011 | EA | 1 | $11.71 |
| 128 | 13441 | DIODE W/EYE CONNECTOR ;NF | 13915 | EA | 1 | $14.34 |
| 129 | 13458 | EQUALIZER ;NF,ORI BATTERY | 051008186;081718;6306718;6358443 | EA | 1 | $369.65 |
| 130 | 13466 | STARTER RELAY W/O DIODE ;NF,24V,70A | 86519 | EA | 1 | $14.09 |
| 131 | 13722 | O-RING ;NF,QR-1C SUPPLY PORT | 5961454 | EA | 1 | $11.49 |
| 132 | 13730 | DIAPHGRAM ;NF,QR-1C SUPPLY PORT | 6331205 | EA | 1 | $24.29 |
| 133 | 13748 | O-RING ;NF QR1C VALVE SEAL | 6121303 | EA | 1 | $1.21 |
| 134 | 13755 | DIAPHRAGM ;NF QR-1C VALVE | 5920408 | EA | 1 | $8.66 |
| 135 | 13763 | GAUGE ;NF DUAL AIR PRESSURE, 150PSI, 4" | 011003416;012337 | EA | 1 | $189.07 |
| 136 | 13771 | LAMP ASSY ;NF,SIDE TURN SIGNAL | 5946705 | EA | 1 | $21.48 |
| 137 | 13789 | LENS ;NF,NEO,AMBER TURN SIGNAL | 5921680 | EA | 1 | $3.01 |
| 138 | 13805 | LAMP ASSY ;NF,INSIDE STEPWELL | 48337 | EA | 1 | $8.37 |
| 139 | 13854 | LEVEL ;NF,HYD RESERVOIR FLUID | 10930 | EA | 1 | $18.36 |
| 140 | 13862 | ADJUSTER ;NF,SR585-842 LH FRONT SLACK | 419-79226;6312105 | EA | 1 | $130.60 |
| 141 | 13888 | ADJUSTER ;NF,SR585-813 LH REAR SLACK | 419-79217;6312123 | EA | 1 | $130.60 |
| 142 | 13896 | ADJUSTER ;NF,SR585-813 RH REAR SLACK | 419-79216;6312124 | EA | 1 | $130.60 |
| 143 | 13904 | ADJUSTER ;NF,SR585-842 RH FRONT SLACK | 419-79225;6312106 | EA | 1 | $130.60 |
| 144 | 13912 | BOX ;NF DRIVERS ODK CONTROL | 132799;141422;510496-0001;510496-001 | EA | 1 | $1,539.11 |
| 145 | 13938 | SWITCH ;NF 30 " TOUCH TAPE | 115355 | EA | 1 | $28.96 |
| 146 | 13946 | SWITCH ;NF,18" TOUCH TAPE | 49442 | EA | 1 | $24.00 |
| 147 | 14019 | ELBOW ;NF 4" RUBBER AIR INTAKE | 058786;89820K | EA | 1 | $9.87 |
| 148 | 14035 | LAMP ;NF RED STOP/TURN/TAIL | 080263;228614;91255R;91275R | EA | 1 | $60.65 |
| 149 | 14050 | FENDER ;NF,RUBBER | 047849;147849 | EA | 1 | $143.05 |
| 150 | 14159 | VALVE ;NF FRONT/REAR LEVELING | 041415;194022;280000 | EA | 1 | $46.88 |
| 151 | 14274 | MODULE ;NF DRL LOW BEAM | 060169;70997A | EA | 1 | $42.47 |
| 152 | 14290 | ECU ;NF 4S/4M 24V ABS | 051231507;084195;337706;446-004-419-0;S4460044190 | EA | 1 | $878.93 |
| 153 | 14373 | LENS ;NF STEPWELL LAMP CLEAR | 6304922 | EA | 1 | $3.37 |
| 154 | 14381 | BOLT ;NF RAD ROD ATTACHING | 18147 | EA | 1 | $30.64 |
| 155 | 14399 | LAMP ASSY W/O WIRE CONNECTOR ;NF STEPWEL | 6339307;8210588 | EA | 1 | $6.09 |
| 156 | 14407 | REFLECTOR ;NF STEPWELL LAMP | 6333689 | EA | 1 | $5.96 |
| 157 | 14423 | VALVE ;NF CNG TANK SOLENIOD | 48913 | EA | 1 | $383.18 |
| 158 | 14605 | BLOWER ;NF HEATER/DEFROSTER 24V | 6319932 | EA | 1 | $741.03 |
| 159 | 14613 | LOCK ASSY ;NF,SASH | 6320245 | EA | 1 | $38.88 |
| 160 | 14704 | VALVE ;NF QRN-2 QUICK RELEASE | 051642;800063;KN32011 | EA | 1 | $34.17 |
| 161 | 14712 | PUMP ;NF SEAL-LESS/BRUSHLESS DIVERSION | 071042;071043;108080;33670 | EA | 1 | $1,032.00 |
| 162 | 14811 | VALVE ;NF QR-1C QUICK RELEASE | 070057;289714;QR-1C | EA | 1 | $68.38 |
| 163 | 14878 | FILLER ;NF P/S RESERVOIR BREATHER | 51018 | EA | 1 | $13.76 |
| 164 | 14886 | LAMP ASSY ;NF TURN SIGNAL | 114518;LGS1503001 | EA | 1 | $41.30 |

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MNT19-46G
TRANSIT BUS PARTS

| | | | | | | |
|---|---|---|---|---|---|---|
| 165 | 14902 | LENS ;NF CORNER LIGHT | 6335872;TL99015 | EA | 1 | $1.93 |
| 166 | 15131 | DIAPHRAGM ;NF FRONT BRAKE | 234099;6311975;T-0020;T-0020R;T-0024R | EA | 1 | $5.77 |
| 167 | 15149 | DIAPHRAGM ;NF REAR BRAKE CHAMBER | 2329245ABC;234101;2462339;5942688;5997868;BEP30D;M4031165;T-0030R;TE 151-30 | EA | 1 | $3.97 |
| 168 | 15263 | GASKET ;NF AIR DRIER | 610077;6313242 | EA | 1 | $8.07 |
| 169 | 15289 | TANK ;NF MUFFLER(PING) | 5953334 | EA | 1 | $32.28 |
| 170 | 15313 | STRUCTURE ;NF REAR BUMPER BACK | 6331830 | EA | 1 | $711.50 |
| 171 | 15321 | PILLAR ;NF LH REAR CORNER | 43901 | EA | 1 | $130.98 |
| 172 | 15347 | PILLAR ;NF RH REAR CORNER | 43900 | EA | 1 | $144.00 |
| 173 | 15396 | SHIELD ;NF GLARE | 042596;095790 | EA | 1 | $110.00 |
| 174 | 15404 | VALVE ;NF,175 PSI SAFETY | 610024;6313246 | EA | 1 | $9.87 |
| 175 | 15479 | SHAFT ;NF SR585-SR709 DRIVE | 138187 | EA | 1 | $723.76 |
| 176 | 15594 | GASKET ;NF A/C COMPRESSOR | 17-40104-07 | EA | 1 | $2.72 |
| 177 | 15602 | CLUTCH ASSY ;NF,CARRIER A/C COMP. | 50-01122-14 | EA | 1 | $679.22 |
| 178 | 15644 | CAP ;NF SR585-SR842 10 LB RADIATOR | 010804040;072758;10237;46011;703-1319;RADC | EA | 1 | $2.78 |
| 179 | 15719 | ELEMENT; NF 8.3 CRANKCASE FILTER | 23522898;3607166;6337309;8L-1-826;NM0100001-003;220107;WS10107; 220107 | EA | 1 | $24.16 |
| 180 | 16089 | GASKET ;NF, ACTUATOR | 3606534 | EA | 1 | $29.00 |
| 181 | 16204 | SENSOR ;NF,AMGADS GAS DETECTION | 022155062;133704;14198;GS | EA | 1 | $110.85 |
| 182 | 16360 | SWITCH ;NF OIL PRESSURE | 76577-4-N/C;8110466 | EA | 1 | $14.82 |
| 183 | 16378 | GAUGE ;NF ENG. OIL PRESSURE 100 PSI | 8112038 | EA | 1 | $49.01 |
| 184 | 16386 | HUB ;NF HYDRAULIC FAN | 132822 | EA | 1 | $109.95 |
| 185 | 16394 | BLADE ;NF SR585,SR674,SR709 FAN | 132831 | EA | 1 | $74.04 |
| 186 | 16410 | MOTOR ;NF(01-0127) FAN | 106398 | EA | 1 | $1,004.07 |
| 187 | 16451 | CLAMP ;NF 4" LAP JOINT SEAL | 013870;089275;56-400;66-400;ZFS89527K | EA | 1 | $9.44 |
| 188 | 16535 | THERMOSTAT ;NF,350 DEG MINI-MOD | 133684;14088;149650 | EA | 1 | $132.71 |
| 189 | 16543 | CABLE ;NF 6 ' GAS SENSOR | 144064 | EA | 1 | $229.43 |
| 190 | 16550 | CYLINDER ;NF W/C RAMP | 45917 | EA | 1 | $321.10 |
| 191 | 16568 | LATCH ASSY ;NF DRIVER'S BOX DOOR | 8210631 | EA | 1 | $20.97 |
| 192 | 16600 | TUBE ;NF EXHAUST | 71729 | EA | 1 | $205.32 |
| 193 | 16675 | DRIER ;NF R134A A/C | 14-00320-00;6325207;AC101-309;EKH416/59 | EA | 1 | $27.06 |
| 194 | 16709 | STEM KIT ;NF,ORI ELEC. UNLOADER | 17-40415-10;17-40415-30;17-40418-00 | EA | 1 | $128.41 |
| 195 | 16717 | CAP ;NF W/C RESERVOIR | 6312540;6337429 | EA | 1 | $9.17 |
| 196 | 16725 | PLATE ASSY ;NF SKID | 38316 | EA | 1 | $129.61 |
| 197 | 16766 | ELBOW ;NF 2-1/4" SILICONE 90 DEG HOSE | 28889 | EA | 1 | $24.95 |
| 198 | 16840 | COVER ASSY ;NF LUMINATOR REAR SIGN | 506019-001;6329965 | EA | 1 | $429.89 |
| 199 | 16857 | BUSHING ;NF FRONT RADIUS ROD | 6322936 | EA | 1 | $74.81 |
| 200 | 16865 | MIRROR ;NF 6" INTERIOR CONVEX | 6335009 | EA | 1 | $60.79 |
| 201 | 16873 | VOLTMETER ;NF 18-24 VOLT | 102276 | EA | 1 | $54.31 |
| 202 | 16956 | SEAL ;NF BRAKE SPIDER FRONT | 6312089;6312089NFA | EA | 1 | $0.52 |
| 203 | 16964 | SEAL ;NF BRAKE SPIDER FRONT | 6312959;6312959NFA | EA | 1 | $0.28 |
| 204 | 17244 | CLAMP ;NF 1-1/2 TRANS HOSE | 058878;PHC | EA | 1 | $1.25 |
| 205 | 17285 | BELT ;NF,W/C SHOULDER LAP | 6325656 | EA | 1 | $362.82 |
| 206 | 17319 | VALVE ;NF A/C EXPANSION | 14-01104-44 | EA | 1 | $103.00 |
| 207 | 17426 | SWITCH ;NF SPDT ON-OFF-ON | 5586;8111698 | EA | 1 | $4.35 |
| 208 | 17442 | MIRROR ASSY ;NF,ORI,THOMAS REARVIEW | 108916 | EA | 1 | $61.09 |
| 209 | 17475 | WASHER ;NF SEALING | 038855;33-2789;390250 | EA | 1 | $15.05 |
| 210 | 17582 | SHOCK ;NF RADIATOR/BATTERY DOOR | 8111819 | EA | 1 | $11.87 |
| 211 | 17608 | CAMSHAFT ;NF RH FRONT BRAKE | 6313136;6313136NFA | EA | 1 | $41.66 |
| 212 | 17616 | CAMSHAFT ;NF LH FRONT BRAKE | 6312395;6312395NFA | EA | 1 | $80.40 |
| 213 | 17624 | PLATE ;NF FRONT BRAKE ANCHOR(SPIDER) | 6313095 | EA | 1 | $321.97 |
| 214 | 17632 | CHAMBER ;NF FRONT BRAKE | 108953 | EA | 1 | $243.38 |
| 215 | 17640 | CAMSHAFT ;NF RH REAR BRAKE | 6312925;6312925NFA;TM-2110 | EA | 1 | $47.63 |
| 216 | 17657 | CAMSHAFT ;NF LH REAR BRAKE | 6312398;6312398NFA | EA | 1 | $47.63 |
| 217 | 17665 | PLATE ;NF REAR BRAKE ANCHOR | 6312973 | EA | 1 | $384.66 |
| 218 | 17673 | CHAMBER ASSY ;NF(SR585-842) LH BRAKE | 042742;371879;KSM3060GCS46176;MA15776 | EA | 1 | $240.91 |
| 219 | 17681 | CHAMBER ASSY ;NF(SR585-842)RH BRAKE | 042741;371880;KSM3060GCS46175;MAXT-30-LS;T-SBP-3060051;T-SBP-3060941 | EA | 1 | $224.33 |

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|---|---|---|---|---|---|---|
| 220 | 17699 | LEVER ;NF FRONT DOOR SWITCH | 6315428 | EA | 1 | $22.30 |
| 221 | 17707 | SPRING ;NF FRONT AIR BAG | 055089;1R11-178;W35-9385 | EA | 1 | $78.98 |
| 222 | 17715 | SPRING ;NF REAR AIR BAG | 009594;1R12-512;NFRAB;W35-9127 | EA | 1 | $69.40 |
| 223 | 17772 | VALVE ;NF,SR585-SR813 ROTARY DUMP | 009756;088689;265010;305075 | EA | 1 | $151.77 |
| 224 | 17863 | VALVE ;NF 12V SOLENOID | 5925595;6354398 | EA | 1 | $60.79 |
| 225 | 17871 | HEADLIGHT ;NF CURBSIDE | 52540 | EA | 1 | $141.11 |
| 226 | 17897 | STRUCTURE ;NF BACK | 6327214 | EA | 1 | $846.98 |
| 227 | 17913 | MODULE ;NF, RH RUBBER FRONT BUMPER | 6327216 | EA | 1 | $314.80 |
| 228 | 17939 | GUARD ;NF REAR SPLASH | 62496 | EA | 1 | $25.20 |
| 229 | 18028 | DOOR ASSY ;NF BATTERY ACCESS | 58790 | EA | 1 | $1,024.27 |
| 230 | 18036 | DOOR ASSY ;NF RADIATOR ACCESS | 104252 | EA | 1 | $1,096.73 |
| 231 | 18044 | DOOR ASSY ;NF SURGE TANK ACCESS | 66921 | EA | 1 | $352.95 |
| 232 | 18051 | DOOR ASSY ;NF SIDE CONSOLE ACCESS | 45310 | EA | 1 | $787.51 |
| 233 | 18069 | VALVE ;NF,ENT/EXIT DOOR MOTOR MAG | 59320139-03;6307717;972328167 | EA | 1 | $76.86 |
| 234 | 18218 | RESISTOR ;NF 24 VOLT DEFROSTER | 6310736 | EA | 1 | $6.73 |
| 235 | 18234 | LAMP W/SEAL & HARNESS ;NF,REAR 4" STT RE | 127008;44002R;44090R | EA | 1 | $58.66 |
| 236 | 18242 | LAMP ;NF REAR CENTER STOP | 44030R3;44092R;44882R;6327406 | EA | 1 | $49.83 |
| 237 | 18341 | BRACKET ;NF MOUNTING RETAINER | 62273 | EA | 1 | $61.06 |
| 238 | 18358 | RETAINER ;NF REAR SPLASH GUARD | 62274 | EA | 1 | $5.34 |
| 239 | 18432 | VALVE ;NF AIR CLEANER DRAIN | 6319475 | EA | 1 | $1.26 |
| 240 | 18523 | END ;NF TIE ROD | 6328798 | EA | 1 | $39.64 |
| 241 | 18556 | LOCKWASHER ;NF RR BRAKE ANCHOR PLATE | 6312095 | EA | 1 | $6.46 |
| 242 | 18564 | PIN ;NF BRAKE SHOE | 6312122;6312122NFA | EA | 1 | $4.23 |
| 243 | 18572 | LEVER KIT ;NF STEERING TILT | 6334106 | EA | 1 | $75.53 |
| 244 | 18713 | VALVE ASSY ;NF R12 RELAY | 6333199;800476;R-12;R12 | EA | 1 | $56.64 |
| 245 | 18739 | TAPPET ;NF 8.3 ENGINE VALVE | 3931623; HT2302; M-3931623 | EA | 1 | $17.48 |
| 246 | 18747 | LEVER ;NF, ORI, 8.3 CUMMINS ROCKER | 3901717; M-3901717 | EA | 1 | $33.82 |
| 247 | 18879 | SPEEDOMETER ;NF,(SR585-SR813) | 011003595;122162 | EA | 1 | $397.88 |
| 248 | 18887 | LAMP ASSY ;NF SERVICE LIGHT | 114528 | EA | 1 | $20.43 |
| 249 | 18911 | CABLE ;NF HOT WATER(HEATER)CONTROL | 46274 | EA | 1 | $15.20 |
| 250 | 18929 | VALVE ;NF HEATER | 6310730 | EA | 1 | $24.69 |
| 251 | 18978 | VALVE ;NF 4-WAY KNEELING SOLENOID | 38874 | EA | 1 | $211.42 |
| 252 | 19075 | GEAR ;NF REAR RING | 6326338;81.35111.0018 | EA | 1 | $1,123.87 |
| 253 | 19083 | MIRROR,NF 6" BIKE RACK | 084225;291254 | EA | 1 | $68.54 |
| 254 | 19091 | BRACKET ;NF MIRROR | 6335010 | EA | 1 | $74.34 |
| 255 | 19117 | REGULATOR ASSY ;NF INTERLOCK AIR | 8110898 | EA | 1 | $40.65 |
| 256 | 19158 | FLAP ;NF MUD | 9714 | EA | 1 | $9.60 |
| 257 | 19166 | RETAINER ;NF REAR SPLASH GUARD | 62275 | EA | 1 | $25.65 |
| 258 | 19273 | CABLE ASSY ;NF 10 FT ENGINE | 144061 | EA | 1 | $398.19 |
| 259 | 19281 | VALVE ;NF FRONT CHARGE LINE SINGLE CHECK | 5957963;800375;NFSCV | EA | 1 | $11.23 |
| 260 | 19307 | VALVE ;NF DOUBLE CHECK FR/RR SERVICE | 283321;5947153 | EA | 1 | $11.49 |
| 261 | 19588 | SEAL ASSY ;NF,B400 TRANS OUTPUT SHAFT | 148670;29515690;29541736 | EA | 1 | $29.48 |
| 262 | 19596 | TUBE ;NF CUMMINS 8.3 OIL GAUGE | 3279104;3280885;5269589 | EA | 1 | $30.10 |
| 263 | 19703 | LAMP ;NF AMBER FRONT TURN SIGNAL | 048843;60002Y;60002Y3 | EA | 1 | $8.61 |
| 264 | 19711 | LAMP ;NF FRONT TURNSIGNAL | 60202Y;6335251 | EA | 1 | $6.42 |
| 265 | 19786 | TUBE ;NF CUMMINS 8.3/8.9 OIL FILLER | 3936062;5268123;5321228 | EA | 1 | $327.23 |
| 266 | 19836 | ECU ;NF,THOMAS B400,B300 TRANS | 142917;29536134;29537291;29538352;29541151;29541227;29543300 | EA | 1 | $3,178.11 |
| 267 | 19992 | PLUG ;NF CUMMINS 8.3 EXPANSION | 3922072;3932072; M-3922072 | EA | 1 | $9.42 |
| 268 | 20008 | BOLT ;NF,10MMX30MM CHEESE HEAD | 06.02099.0204;6313012 | EA | 1 | $2.05 |
| 269 | 20016 | PLUG W/COLLAR ;NF REAR AXLE DRAIN | 6315104;81.90310.0527 | EA | 1 | $11.36 |
| 270 | 20024 | WASHER ;NF REAR AXLE SEALING | 06.56190.0822;6313015 | EA | 1 | $1.24 |
| 271 | 20172 | NF, CNG PRIMARY FUEL FILTER ELEMENT | 6339089;RK47133-01 | EA | 1 | $24.84 |
| 272 | 20628 | MOUNT ;NF ANGLE SPLASH GUARD | 23700 | EA | 1 | $47.08 |
| 273 | 20693 | SENSOR ;NF,B400, B300 TRANS SPEED | 29508034;29543434; ATP16699; 16699 | EA | 1 | $303.89 |
| 274 | 20701 | VALVE ASSY ;NF E-10 BRAKE | 022760;101100;101100N;E-10;SS11505 | EA | 1 | $205.00 |

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|---|---|---|---|---|---|---|
| 275 | 20768 | LATCH ;NF LH ROTARY | 51757 | EA | 1 | $20.91 |
| 276 | 20776 | LATCH ;NF RH ROTARY | 51761 | EA | 1 | $20.91 |
| 277 | 20784 | PLATE ;NF REAR AXLE COVER | 6312985 | EA | 1 | $11.55 |
| 278 | 20792 | BEARING ;NF OUTER TAPER ROLLER | 32019;32019X;6312989;SKF32019X | EA | 1 | $66.23 |
| 279 | 20800 | BEARING REAR ;NF INNER TAPER ROLLER | 33021M;6312984;6325791;SKFBR33021 | EA | 1 | $77.66 |
| 280 | 20925 | SPRING ;NF CNG DOOR ROTARY LATCH | 072489;DS | EA | 1 | $3.22 |
| 281 | 21105 | LAMP ASSY ;NF AMBER IDENTIFICATION | 097439;18050Y | EA | 1 | $21.74 |
| 282 | 21113 | LAMP ASSY ;NF 131-141 RED LED ID | 097464;18050R;18050R3 | EA | 1 | $22.67 |
| 283 | 21121 | LAMP ;NF AMBER,KNEELING/ LIFT WARNING | 084568;10275Y3 | EA | 1 | $17.53 |
| 284 | 21139 | LAMP ASSY ;NF,SR585-SR709 BACK-UP | 46221 | EA | 1 | $33.23 |
| 285 | 21162 | CAP ;NF A/C R134A VALVE | 40-00520-02;6338588 | EA | 1 | $1.65 |
| 286 | 21170 | CAP ;NF R134A A/C SERVICE PORT | 40-00520-03;6338586 | EA | 1 | $1.53 |
| 287 | 21345 | SWITCH ;NF STOP REQUEST | 8310674 | EA | 1 | $35.07 |
| 288 | 21394 | SHIM ;NF 0.10MM MAN AXLE | 6313005 | EA | 1 | $1.78 |
| 289 | 21402 | SHIM ;NF 0.20MM | 6313006 | EA | 1 | $2.05 |
| 290 | 21410 | SHIM ;NF 1.00 mm MAN AXLE | 6313007 | EA | 1 | $4.41 |
| 291 | 21428 | SHIM ;NF 1.50 mm MAN AXLE | 6313008 | EA | 1 | $5.76 |
| 292 | 21436 | RING ;NF MAN AXLE SNAP | 6313010 | EA | 1 | $7.74 |
| 293 | 21451 | SENSOR ;NF 131-141 ABS LH(FRONT) | 6330552 | EA | 1 | $130.10 |
| 294 | 21469 | SENSOR ;NF 131-141 ABS RH(FRONT) | 6330551 | EA | 1 | $130.10 |
| 295 | 21485 | MODULE ;NF,ORI REAR BUMPER CENTER | 000017905;6314874;E1505501AD | EA | 1 | $316.72 |
| 296 | 21550 | FILTER ASSY ;NF P/S | 69089 | EA | 1 | $161.09 |
| 297 | 21592 | LATCH ;NF QUAD PAWL SQUARE BLACK | 62457 | EA | 1 | $6.76 |
| 298 | 21618 | BRUSH KIT ;NF HORN | 6330287 | EA | 1 | $62.72 |
| 299 | 21626 | MODULE ;NF,LH RUBBER FRONT BUMPER | 6327548 | EA | 1 | $314.80 |
| 300 | 21733 | CAM ;NF DOOR VALVE | 5941340 | EA | 1 | $6.48 |
| 301 | 21758 | MECHANISM ASSY ;NF W/C | 070308;288768 | EA | 1 | $690.87 |
| 302 | 21840 | PULLEY ;NF,ORI,CUMMINS 8.3 IDLER | 3935015;3978019;4991240; 36093 | EA | 1 | $79.01 |
| 303 | 21915 | SERVICE KIT ;NF AIR DRIER HEATER | 619110;6334098 | EA | 1 | $64.25 |
| 304 | 21923 | GLASS KIT,NF SURGE TANK SIGHT | 5926777;7700067 | EA | 1 | $7.32 |
| 305 | 22038 | REPAIR KIT ;NF,KNEELING VALVE ASSY | 6322934 | EA | 1 | $15.94 |
| 306 | 22087 | BRACKET ;NF ENTRANCE ROLLER | 6315334 | EA | 1 | $14.23 |
| 307 | 22095 | MOTOR ;NF MIRROR | | EA | 1 | $59.39 |
| 308 | 22111 | ELBOW ;NF 90' SILICONE AIR | 106428 | EA | 1 | $40.45 |
| 309 | 22178 | CAP ASSY ;NF,W/W BOTTLE FILLER | 54327 | EA | 1 | $97.57 |
| 310 | 22186 | MIRROR ,NF,ORI 6" INTERIOR | 051690501;268392 | EA | 1 | $27.81 |
| 311 | 22194 | RESERVOIR ASSY ;NF,P/S,HYD. FAN | 135061 | EA | 1 | $1,622.30 |
| 312 | 22202 | PIN ;NF FRONT & REAR BRAKE SHOE | 6312957;6312957NFA | EA | 1 | $4.57 |
| 313 | 22210 | PIN ;NF REAR BRAKE SHOE ROLLER | 6312086;6312086NFA;TM-3200 | EA | 1 | $11.12 |
| 314 | 22293 | SWITCH ;NF SNAP-ACTION | 6304864 | EA | 1 | $42.35 |
| 315 | 22319 | VALVE ;NF 75 PSI PRESSURE PROTECTION | 277227;5963963 | EA | 1 | $21.86 |
| 316 | 22418 | MANIFOLD ;NF WCL 12V(INCL 13-15) BLOCK | 107892 | EA | 1 | $227.84 |
| 317 | 22467 | DEFLECTOR ;NF AIR LOUVER DRIVERS DASH PA | 8112381 | EA | 1 | $4.79 |
| 318 | 22475 | PUMP ASSY ;NF W/C RAMP | 28893 | EA | 1 | $521.96 |
| 319 | 22830 | TRIM ;NF DOOR FORE | 112984 | EA | 1 | $18.94 |
| 320 | 22848 | TRIM ;NF DOOR AFT | 108997 | EA | 1 | $19.85 |
| 321 | 23002 | GAUGE ;NF 250 DEG WATER TEMP | 015765;200-2847 | EA | 1 | $106.52 |
| 322 | 23028 | SENSOR ;NF ABS(REAR) | 6338380 | EA | 1 | $87.92 |
| 323 | 23051 | BARRIER ;NF585-SR709 EXIT DOOR 12x32 1/2 | 89340 | EA | 1 | $114.37 |
| 324 | 23119 | ROLLER ;NF A/C TENSIONER | 97488 | EA | 1 | $48.67 |
| 325 | 23127 | BRACKET ;NF TENSIONER | 210682;276503 | EA | 1 | $25.95 |
| 326 | 23143 | GAUGE ;NF LNCG LOW PRESSURE,200 PSI | 42952 | EA | 1 | $44.66 |
| 327 | 23200 | GASKET ;NF OUTER SPACER | 5911024 | EA | 1 | $0.55 |
| 328 | 23218 | SPACER ;NF INNER | 213229;8112355 | EA | 1 | $8.90 |
| 329 | 23226 | SPACER ;NF OUTER ASSY | 43443 | EA | 1 | $45.03 |

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|---|---|---|---|---|---|---|
| 330 | 23234 | NUT ;NF WIPER ASSY | 5911028 | EA | 1 | $4.15 |
| 331 | 23242 | VENT ;NF DRIVERS SR585-SR709 | 22522 | EA | 1 | $73.26 |
| 332 | 23259 | END ;NF 3/4" MALE RH ROD | 50942 | EA | 1 | $22.20 |
| 333 | 23267 | END ;NF 3/4" MALE LH ROD | 50943 | EA | 1 | $22.20 |
| 334 | 23275 | NUT ;NF HEX JAM 3/4-16 UNF | 21N12000 | EA | 1 | $0.23 |
| 335 | 23283 | TURNBUCKLE ;NF TENSIONING | 86526 | EA | 1 | $41.08 |
| 336 | 23291 | NUT ;NF 3/4 LH JAM | 120048 | EA | 1 | $0.90 |
| 337 | 23309 | BELT ;NF,THOMAS W/C TIE DOWN REAR | 6330500 | EA | 1 | $97.74 |
| 338 | 23317 | BELT ;NF,THO,W/C TIE DOWN FRONT | 6331177 | EA | 1 | $91.98 |
| 339 | 23432 | SOCKET ASSY ;NF RH DRAG LINK | 070515;070515NFA;103279;L-28-SV-5002-A-12 | EA | 1 | $91.96 |
| 340 | 23515 | PLUG ;NF 8.3 ENGINE STEEL | 3084482 | EA | 1 | $67.91 |
| 341 | 23523 | LENS ;NF 96" DOME LIGHT | 6331200 | EA | 1 | $68.58 |
| 342 | 23531 | VALVE ;NF WATER GATE TUBE | 5968277 | EA | 1 | $32.88 |
| 343 | 23606 | COLUMN ASSY ;NF STEERING | 6334103;6357261;6360837 | EA | 1 | $444.49 |
| 344 | 23838 | GAUGE ;NF,30 PSI,1-1/2" HYD PRESS. | 6319423 | EA | 1 | $6.52 |
| 345 | 23895 | DIPSTICK ;NF,ALLISON B400 REPOWER TRANS | 40930 | EA | 1 | $19.95 |
| 346 | 23986 | U-CLAMP, NF CUSHION CAC TUBE 5" | 49749 | EA | 1 | $11.86 |
| 347 | 23994 | ACCUMILATOR ;NF B400 TRANS | 045432;29535963 | EA | 1 | $1,886.03 |
| 348 | 24000 | WASHER ;NF FINAL DRIVE SEALING | 06.56200.0811;6313016 | EA | 1 | $2.21 |
| 349 | 24018 | PLUG ;NF FINAL DRAIN | 06.08049.0004;6313017 | EA | 1 | $8.19 |
| 350 | 24026 | COVER ;NF END FINAL DRIVE | 6315102;81.35114.0086 | EA | 1 | $86.79 |
| 351 | 24067 | ALARM ;NF W/C BUZZER | 5997458 | EA | 1 | $29.01 |
| 352 | 24083 | COCK ASSY ;NF EMERGENCY VALVE AIR | 6326363 | EA | 1 | $267.55 |
| 353 | 24174 | STRUT ;NF (LONG) REAR | 025713;103479 | EA | 1 | $59.48 |
| 354 | 24182 | LIGHT ;NF INDICATOR | 8112123 | EA | 1 | $10.10 |
| 355 | 24240 | SPRING ;NF,B400 TRANS RETURN ASSY | 29503215 | EA | 1 | $107.99 |
| 356 | 24349 | U-JOINT ;NF TRANS SIDE | 5-675X;6320664 | EA | 1 | $41.55 |
| 357 | 24356 | U-JOINT ;NF ENGINE SIDE | 6303109 | EA | 1 | $35.01 |
| 358 | 24380 | SEAL ;NF 8.3 LITER | 3818885;6336326; M-3818885 | EA | 1 | $2.41 |
| 359 | 24414 | PIN KIT ;NF FRONT KING | 6313078; 6313078NFA | EA | 1 | $103.81 |
| 360 | 24570 | BUZZER ;NF,ORI SOLID STATE | 021009505;5924170 | EA | 1 | $3.82 |
| 361 | 24588 | VALVE ASSY ;NF ABS 24V MODULATOR | 084456;430027;6405263 | EA | 1 | $120.95 |
| 362 | 25254 | O-RING ;NF,ZF,TRANS ACCUMILATOR | 634316159 | EA | 1 | $3.33 |
| 365 | 25361 | O-RING ;NF 50DN ALTERNATOR | DR1967037 | EA | 1 | $2.55 |
| 366 | 25379 | WASHER ;NF RADIUS ROD HARDENED 3/4 FLAT | 20W12000 | EA | 1 | $0.36 |
| 367 | 25387 | WASHER ;NF LOCKING PLATE | 72559 | EA | 1 | $2.48 |
| 368 | 25445 | GASKET ;NF 35200Y/R LIGHT MOUNTING | 042156;97038 | EA | 1 | $1.62 |
| 369 | 25585 | SHOCK ;NF FUEL FILL DOOR | 8112162 | EA | 1 | $12.59 |
| 370 | 26070 | MUFFLER ASSY ;NF 8.3 & 8.3+ ENGINE | 068162;29918N | EA | 1 | $7,065.35 |
| 371 | 26138 | NOSING ;NF EXIT YELLOW | 41753 | EA | 1 | $161.55 |
| 372 | 26146 | NOSING ;NF ENTRANCE YELLOW | 103189 | EA | 1 | $92.57 |
| 373 | 26161 | DEVICE ;NF CIRCLE SEAL PRESSURE RELIEF | 098252, 6469337 | EA | 1 | $187.65 |
| 374 | 26591 | VALVE ;NF A/C DISCHARGE SERVICE | 14-01042-04;14-01042-07;6337565 | EA | 1 | $314.22 |
| 375 | 26617 | NECK ASSY ;NF SURGE TANK | 14218 | EA | 1 | $21.30 |
| 376 | 26625 | LOUVER ;NF(ROUND) DASH | 6310737 | EA | 1 | $2.21 |
| 377 | 26682 | GASKET ;NF,OIL COOLER CORE | 3918174 | EA | 1 | $15.71 |
| 378 | 26740 | SERVICE KIT ;NF,CUMMINS FRONT SEAL | 3925626 | EA | 1 | $159.49 |
| 379 | 26849 | SEAL ;NF,O-RING | 3201562 | EA | 1 | $4.60 |
| 380 | 26864 | SEAL ;NF O-RING | 3930911; M-3930911 | EA | 1 | $6.75 |
| 381 | 26906 | LEVER ;NF DEFROSTER FOOT HEAT | 57144 | EA | 1 | $9.04 |
| 382 | 27078 | STRAP ;NF (STATIC)GROUND | 5995795;90330;S206;SGS | EA | 1 | $3.89 |
| 383 | 27110 | PLUG ASSY ;NF B400B TRANS SEAL EXPANDER | 29530328 | EA | 1 | $17.09 |
| 384 | 27177 | YOKE ;NF,B400 TRANS | 29516159; 6-4-9221-1 | EA | 1 | $142.74 |
| 385 | 27318 | SENDER ;NF WATER TEMPERATURE | 13430 | EA | 1 | $29.65 |
| 386 | 27565 | BOLT ;NF DRIVESHAFT SERRATED LOCKING | 39883 | EA | 1 | $0.51 |

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|---|---|---|---|---|---|---|
| 387 | 27573 | STRAPs or KIT-NF U-JOINT | 39884 | EA | 1 | $7.08 |
| 388 | 27581 | NF CUMMINS 8.3 & 8.9 REAR ENG. MOUNT | 116019 | EA | 1 | $59.48 |
| 389 | 27680 | HOSE ;NF 8.3 ,2-1/2" ID HUMP | 34528 | EA | 1 | $11.34 |
| 390 | 27706 | WASHER ;NF SNUBBING | 45076 | EA | 1 | $2.70 |
| 391 | 27714 | SPACER ;NF FRONT ENGINE MOUNT | 109904 | EA | 1 | $7.45 |
| 392 | 27722 | WASHER ;NF ENGINE REBOUND | 109863 | EA | 1 | $12.90 |
| 393 | 27748 | U-CLAMP, NF CUSHION L/RAD TUBE | 13480 | EA | 1 | $20.15 |
| 394 | 27755 | HOSE; NF 90" 2.5 ID RADIATOR | 38158 | EA | 1 | $31.18 |
| 395 | 27813 | LENS ;NF ENGINE COMPARTMENT CLEAR | 6304884;99005C | EA | 1 | $1.61 |
| 396 | 27821 | PLATE ;NF CLOSEOUT CURBSIDE | 64081 | EA | 1 | $34.02 |
| 397 | 27896 | SPRING ;NF REAR & FRONT RETURN BRAKE | 6312091;6312972;6312972NFA;6335343NFA;6335353NFA;6355133NFA;TM-3210 | EA | 1 | $1.40 |
| 398 | 27946 | MECHANISM ;NF HEATING CONTROL | 6344998;8112383 | EA | 1 | $26.36 |
| 399 | 27961 | SWITCH ;NF,SR813 SNAP ACTION | 6328754 | EA | 1 | $93.92 |
| 400 | 28043 | ROLLER ;NF BRAKE TREADLE | 070137;236288N;70137 | EA | 1 | $10.59 |
| 401 | 28092 | WASHER ;NF LOCK PLANETARY FINAL DRIVE | 6312994;81.90801.0224 | EA | 1 | $6.89 |
| 402 | 28100 | SWITCH ;NF,BATTERY DISCONNECT | 027985;KG1505005 | EA | 1 | $223.44 |
| 403 | 28126 | SWITCH ;NF HEATER VALVE MICRO | 6310745 | EA | 1 | $7.48 |
| 404 | 28209 | REPAIR KIT ;NF,(8110898) AIR REG. | 6328671 | EA | 1 | $17.54 |
| 405 | 28373 | RECTIFIER ;NF HEATER/DEFROSTER ASSY | 6312007 | EA | 1 | $5.05 |
| 406 | 28530 | LATCH ;NF 1/4" TURN;5/16" KEY,OFFSET | 17369 | EA | 1 | $15.21 |
| 407 | 28548 | LATCH ;NF 1/4" TURN;5/16 KEY | 112791 | EA | 1 | $40.78 |
| 408 | 28555 | SHADE ;NF DRIVER'S WINDOW AUTOMOTION | 6343704;FLX-600NW-4358-2200-B4 | EA | 1 | $124.04 |
| 409 | 28563 | SHADE ;NF WINDSHIELD AUTOMOTION | 6343705;FLX-600NW-4058-2000-B4 | EA | 1 | $128.64 |
| 410 | 28571 | SEAL ;NF DOUBLE LIP-BEARING | 6325792NFA2 | EA | 1 | $13.45 |
| 411 | 28605 | HANDLE ;NF ENGINE DOOR | 10458 | EA | 1 | $12.15 |
| 412 | 28621 | SPACER ;NF DOOR HANDLE | 52571 | EA | 1 | $7.97 |
| 413 | 28886 | ROD END ;NF DRAG LINK&GEAR BOX MALE | 103278;6455 | EA | 1 | $17.83 |
| 414 | 28894 | ROD END ;NF DRAG LINK &GEAR BOX MALE | 39787 | EA | 1 | $19.87 |
| 415 | 28910 | INDICATOR ;NF AIR RESTRICTION(MINDER) | 8111553 | EA | 1 | $14.16 |
| 416 | 29082 | WASHER ;NF PLANETARY DRIVE THRUST | 6313002;81.90711.0640 | EA | 1 | $19.42 |
| 417 | 29090 | SWITCH ;NF,60 PSI(P/B) PRESSURE | 228750;228750N;5940337 | EA | 1 | $11.14 |
| 418 | 29116 | SPEAKER ASSY ;NF,ORI EXTERIOR | 011060250;5995474 | EA | 1 | $43.15 |
| 419 | 29629 | CLOSEOUT ;NF LH BUMPER | 42846 | EA | 1 | $36.14 |
| 420 | 29637 | CLOSEOUT ;NF RH BUMPER | 42845 | EA | 1 | $40.27 |
| 421 | 29652 | PIN ;NF SLACK ADJUSTER | 6312125 | EA | 1 | $13.73 |
| 422 | 29660 | WASHER ;NF SLACK ADJUSTER | 6312932 | EA | 1 | $0.79 |
| 423 | 29678 | NUT ;NF SLACK ADJUSTER HEX | 6312933;6345771 | EA | 1 | $0.92 |
| 424 | 29686 | HOLD DOWN ;NF BATTERY | 41532 | EA | 1 | $5.54 |
| 425 | 29843 | BELT ;NF SR1337 A/C | 011326;2/5VX900;382348;R5VX900-2 | EA | 1 | $48.62 |
| 426 | 29959 | BUSHING ;NF RADIATOR SUPPORT, RUBBER | 633 | EA | 1 | $3.08 |
| 427 | 29967 | MOUNT ;NF RADIATOR SUPPORT MALE ROD | 11745 | EA | 1 | $65.94 |
| 428 | 30056 | SWITCH ;NF(HAZARD) LONG TOGGLE | 018192;55055-01;55055-01 C/H | EA | 1 | $6.69 |
| 429 | 30148 | REPAIR KIT ;NF REAR UPPER RADIUS ROD | 25649;6313765;6313765N;6313765NFA;MR25649 | EA | 1 | $35.93 |
| 430 | 30320 | BRACKET ;NF RUBBER BUMPER | 25142 | EA | 1 | $18.25 |
| 431 | 30353 | RADIUS ROD ;NF LOWER REAR | 015988;015988NFA | EA | 1 | $324.23 |
| 432 | 30387 | CONNECTOR ;ALLISON,NF 3- PIN TRANS | 29511368;29541278;29544002 | EA | 1 | $107.59 |
| 433 | 30650 | PLUNGER ;NF,BRAKE TREADLE | 298485;6309809;F1219503AM | EA | 1 | $29.64 |
| 434 | 30684 | REPAIR KIT ;NF,WIPER MOTOR | 6340416 | EA | 1 | $78.47 |
| 435 | 30767 | LAMP ;SR1337,NF 7"ROUND AMBER LED | 205026;227526;70001AB801 | EA | 1 | $60.21 |
| 436 | 31278 | PIN KIT ;NF,THO, ACCELERATOR TREADLE | 6314419 | EA | 1 | $17.58 |
| 437 | 31286 | LOUVER ;NF DRIVERS BOOSTER MOTOR | 6341380 | EA | 1 | $5.06 |
| 438 | 31294 | O-RING ;NF RETURN TUBE ASSY -24 | 018622;2-222;42-00243-02;568-924 | EA | 1 | $2.10 |
| 439 | 31385 | SPACER ;NF SR813 RADIUS ROD | 223196 | EA | 1 | $2.58 |
| 440 | 31393 | VALVE ;NF FAN MOTOR SWITCH | 6313397 | EA | 1 | $361.74 |
| 441 | 31823 | NUT ;NF,DIFF DOUBLE HEXAGON W/COLLAR | 6312916 | EA | 1 | $17.22 |

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MNT19-46G
TRANSIT BUS PARTS

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|---|---|---|---|---|---|---|
| 442 | 31856 | MOTOR ;NF SR813 & SR842 24V DEFROSTER | 6325170 | EA | 1 | $621.35 |
| 443 | 32029 | LIGHT, MARKER; NF SR813/SR1565 | 89170 | EA | 1 | $19.95 |
| 444 | 32037 | CORK ;NF SR813 RADIATOR SEPARATOR | 87881 | EA | 1 | $10.91 |
| 445 | 32102 | VALVE ;NF ZF ACCUMILATOR SOLENOID | 501318422 | EA | 1 | $227.26 |
| 446 | 32193 | REPAIR KIT ;NF COMPENSATION | 6312876 | EA | 1 | $1,079.40 |
| 447 | 32219 | SEAL ;NF PINION SHAFT | 6312912 | EA | 1 | $21.50 |
| 448 | 32227 | BEARING ;NF DIFF TAPER ROLLER | 6312910 | EA | 1 | $78.64 |
| 449 | 32276 | BEARING ;NF TAPER ROLLER, DIFF. | 6312885 | EA | 1 | $240.92 |
| 450 | 32284 | SCREW ;NF M12X40 MM LG LOCK | 6312877 | EA | 1 | $3.78 |
| 451 | 32292 | O-RING ;NF REAR AXLE DRIVE HEAD | 6312855 | EA | 1 | $6.89 |
| 452 | 32367 | BEARING ;NF TAPER ROLLER, DIFF. | 6312866 | EA | 1 | $66.78 |
| 453 | 32375 | SCREW ;NF LOCK | 6312865 | EA | 1 | $3.87 |
| 454 | 32870 | SLEEVE ;NF B400R TRANS GROUND | 29516484 | EA | 1 | $473.00 |
| 455 | 32912 | HUB ;NF SR585-SR813 REAR WHEEL | 6319484 | EA | 1 | $728.97 |
| 456 | 32953 | MODULE ;NF SR813 8.3 (ICM) IGN. CONTROL | 3973087 | EA | 1 | $1,685.50 |
| 457 | 32961 | LAMP ;NF FRONT AMBER MARKER | 042155;35200Y;35200Y3 | EA | 1 | $16.96 |
| 458 | 33035 | HARDWARE KIT ;NF FR/RR SHOCK ABSORBER | 15749 | EA | 1 | $9.91 |
| 459 | 33084 | MIRROR ;NF SR813 2-PEICE LH | 237119 | EA | 1 | $336.75 |
| 460 | 33092 | MIRROR ;NF SR813 2-PIECE RH CURBSIDE | 067129;A2375NF | EA | 1 | $392.33 |
| 461 | 33134 | GEAR,NF REAR CARRIER RING | 6312991;81.35114.0020 | EA | 1 | $353.31 |
| 462 | 33142 | RING ;NF FINAL DRIVE LOCK | 6312995;81.90620.0048 | EA | 1 | $26.63 |
| 463 | 33159 | RING ;NF REAR230X5X.00-2NHR5F SNAP | 06.29020.0240;6312993 | EA | 1 | $35.52 |
| 464 | 33167 | RADIUS ROD ;NF REBUILT LOWER REAR | R015988 | EA | 1 | $312.34 |
| 465 | 33266 | BOLT ;NF HEX LOCK | 6328472 | EA | 1 | $1.62 |
| 466 | 33308 | SCREW ASSY ;NF W/C SHOULDER | 38460 | EA | 1 | $19.52 |
| 467 | 33316 | REPAIR KIT ;NF CURBSIDE LATERAL ROD | 6313766 | EA | 1 | $113.67 |
| 468 | 33324 | REPAIR KIT ;NF STREETSIDE LATERAL ROD | 6313767 | EA | 1 | $49.98 |
| 469 | 33373 | SWITCH ;NF DEFROSTER MOTOR MICRO | 6328355 | EA | 1 | $11.12 |
| 470 | 33456 | MOUNT ;NF A/C COMPRESSOR SSB | 132752 | EA | 1 | $21.00 |
| 471 | 33563 | RECEPTACLE,NF,THO NGV-1 FASTFILL | 050832567;084688;J600512;TBB-J600512 | EA | 1 | $138.24 |
| 472 | 33639 | SENSOR ;NF 8.3t COOLANT LEVEL | 068598;4903489 | EA | 1 | $112.18 |
| 473 | 33795 | BOLT ;NF W/C RAMP HEX SOC HD SHOULDER | 27571 | EA | 1 | $0.90 |
| 474 | 33811 | SWITCH ;NF DASH SPDT TOGGLE | 110557 | EA | 1 | $6.63 |
| 475 | 33902 | STRAP ;NF W/C RAMP PULL-UP | 33945 | EA | 1 | $4.88 |
| 476 | 33936 | CONVERTER ;NF REAR PLC PANEL DC-DC | 112145 | EA | 1 | $140.46 |
| 477 | 33944 | O-RING ;NF,ALLISON B400 TRANS | 29502439 | EA | 1 | $4.76 |
| 478 | 34009 | INDICATOR ;NF SLACK ADJUSTER | 6312934 | EA | 1 | $5.74 |
| 479 | 34017 | PANEL ;NF,SR813,SR842,DOOR BARRIER | 87583 | EA | 1 | $120.60 |
| 480 | 34041 | TUBE ;CUMMINS NF,ORI,8.3 DIPSTICK | 3905802 | EA | 1 | $12.62 |
| 481 | 34058 | CLAMP ;NF | 3909395 | EA | 1 | $2.07 |
| 482 | 34082 | GASKET ;NF,ORI SR585-SR813 AIR COMP. | 3918340 | EA | 1 | $17.64 |
| 483 | 34280 | SWITCH ;NF W/C RAMP | 33433 | EA | 1 | $210.04 |
| 484 | 34512 | LAMP ASSY ;NF,SR813-842,LIC PLATE | 90606 | EA | 1 | $63.01 |
| 485 | 34520 | BOLT ;NF B400R TRANS M10X1.5X35MM | 11505239;6326698 | EA | 1 | $4.61 |
| 486 | 34561 | VALVE ;NF REBUILT SWITCH FAN MOTOR | R6313397 | EA | 1 | $670.94 |
| 487 | 34579 | LATCH ;NF RH ACCESS DOOR | 8110774 | EA | 1 | $5.27 |
| 488 | 34587 | LATCH ;NF, LH ACCESS DOOR | 8110775 | EA | 1 | $4.82 |
| 489 | 34603 | ALARMSTAT ;NF SR813 220 DEG. | 211711 | EA | 1 | $37.55 |
| 490 | 34645 | SWITCH ;NF A/C LOW PRESSURE | 12-00299-01;6320391;LE1809001-020 | EA | 1 | $11.27 |
| 491 | 34652 | SWITCH ;NF A/C HIGH PRESSURE | 12-00299-07 | EA | 1 | $15.06 |
| 492 | 34686 | ELEMENT ;NF SR842 PS/HYD FILTER | 51724;6332908;BT372-MPG;HF6604;LFH8324;P8224; FIL1724 | EA | 1 | $51.57 |
| 494 | 34777 | CLAMP ;NF CUMMINS 8.3 t RETAINING | 3901693 | EA | 1 | $7.47 |
| 495 | 34868 | VALVE KIT ;NF(SR813)AIR DRIER TURBO | 228;6326544 | EA | 1 | $16.87 |
| 496 | 35022 | PLATE ;NF, BRAKE TREADLE MOUNTING | 241500;5941548 | EA | 1 | $42.56 |
| 497 | 35030 | PIN ;NF BRAKE TREADLE FULCRUM | 5921788 | EA | 1 | $7.47 |

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|---|---|---|---|---|---|---|
| 498 | 35105 | O-RING ;NF CNG TANK VALVE | 6329431 | EA | 1 | $0.45 |
| 499 | 35121 | LAMP W/HARNESS ;NF,SR813-842 LED LIC.PLA | 90596 | EA | 1 | $33.78 |
| 500 | 35329 | BRUSH ;NF CORNER EXIT | 108633 | EA | 1 | $60.64 |
| 501 | 35337 | BRUSH ;NF LOWER EXIT DOOR | 111138 | EA | 1 | $206.23 |
| 502 | 35345 | BRUSH ;NF REAR HALF LOWER EXIT DOOR | 111137 | EA | 1 | $206.23 |
| 503 | 35428 | TUBE ASSY ;NF, CROSS | 25308 | EA | 1 | $192.67 |
| 504 | 35451 | LOCK ;NF SR813/SR842 RH W/C | 6344583 | EA | 1 | $331.86 |
| 505 | 35469 | LOCK ;NF,SR813/SR842 LH W/C | 6344582 | EA | 1 | $331.86 |
| 506 | 35980 | CYLINDER ASSY ;NF ACCESS DOOR 25 lb | 102264 | EA | 1 | $16.24 |
| 507 | 36053 | BELT ;NF SR813,THOMAS W/C | 6341516 | EA | 1 | $173.90 |
| 508 | 36202 | HOUSING ASSY ;NF,SR813 P/S FILTER | 205722 | EA | 1 | $129.53 |
| 509 | 36277 | SEAL ;NF,GROMMET, 3-3/4" O.D | 3242 | EA | 1 | $7.22 |
| 510 | 36400 | BRUSH ASSY ;NF,ENT. DOOR LOWER | 106846 | EA | 1 | $72.34 |
| 511 | 36459 | BEARING ;IMPERIAL,NF 1/4-28 ROD END LINK | 024026;6461 | EA | 1 | $1.55 |
| 512 | 36525 | CLAMP ;NF,TRANS.FILLER TUBE | 129263 | EA | 1 | $1.09 |
| 513 | 36533 | HOSE ASSY ;NF,SR813 FC194-5 FL 62.5 | 227258;4G1-5FJX/5FJX90S-0063 | EA | 1 | $26.01 |
| 514 | 36558 | VALVE W/MICRO SWITCH ;NF HEATER | 6327076 | EA | 1 | $57.21 |
| 515 | 36574 | CONTROL ;NF,SR813 VALVE ASSY WIPER | 42194 | EA | 1 | $26.40 |
| 516 | 36863 | SHOCK W/U-SHAPED BRACKET ;NF, FRONT | 95233 | EA | 1 | $201.93 |
| 517 | 36954 | FAN ASSY ;NF 24V DRIVERS BOOSTER | 218687 | EA | 1 | $1,228.99 |
| 518 | 36962 | SPACER ;NF A/C ROD END | 50904 | EA | 1 | $2.11 |
| 519 | 37051 | WIPER KIT ;NF INTERMITTENT | 12402 | EA | 1 | $188.55 |
| 520 | 37127 | MOTOR W/3 PIN PLUG ;NF DUAL12V | 559-1NFMLR;6328808;6338657 | EA | 1 | $72.68 |
| 521 | 37523 | SOCKET ;NF INST. PANEL INDICATOR LIGHT | 8111660 | EA | 1 | $3.95 |
| 522 | 37564 | NUT ;NF TIE ROD LOCKING | 6328801 | EA | 1 | $4.92 |
| 523 | 37754 | MOTOR ;NF (0131-0141) FAN DRIVE | 84574 | EA | 1 | $994.22 |
| 524 | 37952 | LAMP ASSY ;NF,SR813,SR842 LED BACK-UP | 093615;252108;44009C | EA | 1 | $110.10 |
| 525 | 38042 | CYLINDER ;NF SIDE CONSOLE ACCESS DOOR | 6098 | EA | 1 | $13.04 |
| 526 | 38638 | VALVE ;NF,CAR.A/C COMP.SUCTION | 17-40002-01;68PD-1-293-3 | EA | 1 | $419.65 |
| 527 | 39446 | TRIM ;NF,FORWARD EXIT DOOR | 89172 | EA | 1 | $16.76 |
| 528 | 39479 | BLADE ;NFSR842 36" FAN RADIATOR | 210286 | EA | 1 | $102.28 |
| 529 | 39826 | REPAIR KIT ;NF(SR813,SR842) DRAIN VALVE | 41071327;6315491 | EA | 1 | $27.40 |
| 530 | 39834 | SHOCK ;NF UPGRADE FRONT | 84490 | EA | 1 | $55.94 |
| 531 | 39875 | O-RING ;NF,CNG PRESSURE REGULATOR | 6344993 | EA | 1 | $0.81 |
| 532 | 39909 | WIRE ;NF HORN GROUND ASSY | 115906 | EA | 1 | $12.42 |
| 533 | 39974 | NIPPLE ;NF LUB. HYD TYPE 45 DEG GREASE | 000018549;018142;18549;6313086 | EA | 1 | $5.70 |
| 534 | 39982 | FITTING ;NF,46 mm,BRAKE CAMSHAFT | 6317752 | EA | 1 | $13.20 |
| 535 | 40030 | VALVE ;NF AIR TANK DRAIN | 8110904;DC601-4 | EA | 1 | $3.89 |
| 536 | 40352 | BRACKET ;NF,SR813 A/C BELT IDLER | 210672 | EA | 1 | $19.35 |
| 538 | 40931 | VALVE ;NF SUCTION | 68PD2-110-21 | EA | 1 | $372.20 |
| 539 | 41269 | GROMMET ;NF,SR842,SR813 DRIVERS BARRIER | 27467 | EA | 1 | $0.30 |
| 540 | 41392 | SWITCH ;NF W/W | 5956451 | EA | 1 | $35.70 |
| 541 | 41723 | SWITCH ;NF,PRESSURE 1 PSI | 45564 | EA | 1 | $10.71 |
| 542 | 41913 | SEPARATOR ;NF,SR813,SR842 OIL/WATER | 96473 | EA | 1 | $156.32 |
| 543 | 42788 | PUMP ;NF SR842 24V W/W | 227257 | EA | 1 | $31.22 |
| 544 | 42846 | PLATE ;NF W/C RAMP ASSY CAM | 27141 | EA | 1 | $318.69 |
| 545 | 42853 | ARM ;NF W/C CLEVIS | 27144 | EA | 1 | $37.65 |
| 546 | 42861 | CAM FOLLOWER ;NF W/C | 27146 | EA | 1 | $44.24 |
| 547 | 42879 | ROLLER ;NF W/C GUIDE | 27143 | EA | 1 | $27.85 |
| 548 | 42895 | BUSHING ;NF, W/C CLEVIS ARM | 027148;6388283 | EA | 1 | $1.75 |
| 549 | 42937 | FITTING ;NF,56 mm | 6312939 | EA | 1 | $20.30 |
| 550 | 43216 | CLAMP ;NF TUBE | 68060 | EA | 1 | $1.07 |
| 551 | 44495 | PLUG ;NF FR & RR CLEARANCE LAMP | 94862 | EA | 1 | $2.24 |
| 552 | 44529 | KNOB ; DRIVER'S SEAT (PK OF 2 CHRG AS 1) | 365615;6344633 | EA | 1 | $31.74 |
| 553 | 44578 | CONNECTOR ;NF 1/2" I.D. X 3/8" MPT | 116015 | EA | 1 | $5.85 |

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|---|---|---|---|---|---|---|
| 554 | 44586 | CONNECTOR ;NF HOSE 3/8" I.D. X 3/8" PT | 5956149 | EA | 1 | $3.15 |
| 555 | 44636 | GASKET ;NF SR842-SR1564 FINAL DRIVE | 6345897 | EA | 1 | $10.60 |
| 556 | 44743 | RETAINER ;NF BATTERY TOP | 33886 | EA | 1 | $16.57 |
| 557 | 45211 | U-CLAMP ;NF 3INCH CUSHION | 17587 | EA | 1 | $16.65 |
| 558 | 45278 | CLOSEOUT ;NF FRONT BUMPER | 45818 | EA | 1 | $29.21 |
| 559 | 45286 | HANDLE ;NF WINDOW | 6340100 | EA | 1 | $22.93 |
| 560 | 45302 | CAM ;NF,ALLISON B400 STATOR | 29506446 | EA | 1 | $554.46 |
| 561 | 46060 | YOKE ASSY ;NF RETROFIT SHOCK | 86930 | EA | 1 | $92.68 |
| 562 | 46326 | PUMP ;NFSR842 JD FAN DRIVE | 163D1;240291 | EA | 1 | $552.42 |
| 563 | 47167 | BOOT ;NF BRAKE THREADLE DUST | 5961341 | EA | 1 | $3.64 |
| 564 | 47233 | CLAMP ;NF 1.38"O.D BOOSTER PUMP LINE | 057563;067050 | EA | 1 | $1.42 |
| 565 | 47449 | MIRROR ;NF FRONT UPPER RH INTERIOR | 71735 | EA | 1 | $19.10 |
| 566 | 47761 | MIRROR ASSY ;NF RH EXTERIOR CURB SIDE | 260754;NF2013 | EA | 1 | $403.96 |
| 567 | 47779 | MIRROR ASSY ;NF LH DRIVERS EXTERIOR | 260756;NF2012 | EA | 1 | $362.73 |
| 568 | 47787 | MOTOR W/HEAT ;NF,SR842 12V ELEC DRIVERS | 6344055 | EA | 1 | $85.22 |
| 569 | 47795 | TOP MIRROR NF SR585,674,709,842 & THOMAS | 326-1MLR;6346343 | EA | 1 | $13.20 |
| 570 | 47829 | CLAMP ;NF MUFFLER EXAUST SYS. | 4965395;6332024 | EA | 1 | $37.80 |
| 571 | 48033 | BELT ;NF SR813,SR842,THOMAS SHOULDER/LAP | 6342297;6403145 | EA | 1 | $271.21 |
| 572 | 48330 | CLIP ;NF STEERING WHEEL CAP | 311658;6324314 | EA | 1 | $0.90 |
| 573 | 48421 | REPAIR KIT ;NF,SR813-SR842 SEPARATOR | 6315490 | EA | 1 | $24.10 |
| 574 | 48520 | COVER ;NF 8.3,8.3t GEAR | 3926847 | EA | 1 | $114.38 |
| 575 | 48553 | ARM ;NF W/C SWITCH LEVER | 38458 | EA | 1 | $14.32 |
| 576 | 48637 | SENDER ;NF SR842/1337/1564 AIR PRESSURE | 214862 | EA | 1 | $50.77 |
| 577 | 48645 | GAUGE ;NF SR842 FRONT AIR PRESSURE | 218434 | EA | 1 | $39.79 |
| 578 | 48785 | GEAR ;NF REAR AXLE SUN | 6326341 | EA | 1 | $559.61 |
| 579 | 48850 | U-BOLT ;NF REAR AXLE 1"-14 | 10384 | EA | 1 | $22.44 |
| 580 | 49353 | EQUALIZER ;NF,SR842-SR1564 80A BATTERY | 261087 | EA | 1 | $427.11 |
| 581 | 49411 | BELT ;NF,SR813/SR1337 W/C SEAT | 6341152 | EA | 1 | $105.07 |
| 582 | 49858 | GASKET ;NF REAR STOP/TAIL LAMP FOAM | 066774;97039 | EA | 1 | $1.38 |
| 583 | 50120 | GUARD ;NF,LAMP | 89158 | EA | 1 | $4.49 |
| 584 | 50526 | BLANKET ;NF,MUFFLER TO FLEX PIPE | 6350509 | EA | 1 | $356.64 |
| 585 | 50534 | BLANKET ;NF FLEX PIPE | 6350510 | EA | 1 | $280.64 |
| 586 | 50542 | BLANKET ;NF FLEX PIPE TO TURBO | 6350511 | EA | 1 | $195.65 |
| 587 | 50559 | PAD ;NF RUBBER LONG STRAP | 52163 | EA | 1 | $10.32 |
| 588 | 50567 | SPACER ;NF RUBBER LONG | 54228 | EA | 1 | $10.02 |
| 589 | 50575 | PAD ;NF FR. & REAR FUEL DOORS | 52164 | EA | 1 | $9.49 |
| 590 | 50658 | BRACKET ;NF, RAD. DOOR PANEL CYL. | 45308 | EA | 1 | $24.97 |
| 591 | 50815 | BOLT ;NF W/W ARM | 6333830 | EA | 1 | $2.53 |
| 592 | 51045 | PIN ;NF LOWER SHOCK MOUNTING | 86868 | EA | 1 | $48.06 |
| 593 | 51086 | CONNECTOR ;NF FLEX SR842 | 205039;278398 | EA | 1 | $411.72 |
| 594 | 51094 | CLAMP ;NF EXHAUST 4.75" I.D. | 205042;88-406 | EA | 1 | $28.74 |
| 595 | 51227 | GAUGE ;NF REAR AIR PRESSURE | 218435 | EA | 1 | $39.79 |
| 596 | 51235 | HOSE ;NF 3" HUMP | 239204 | EA | 1 | $14.36 |
| 597 | 51243 | HOSE ;NF 3" HUMP | 568 | EA | 1 | $16.16 |
| 598 | 51342 | BUSHING ;NF,FITTING STANCHION NEOPRENE | 8111092 | EA | 1 | $9.73 |
| 599 | 51391 | NUT ;NF 5/16-24 CLAMP RING BOLT | 237887;6332225 | EA | 1 | $2.62 |
| 600 | 51508 | ADJUSTER, NF SR842-1564 L & R REAR SLACK | 6345722;6345772 | EA | 1 | $130.60 |
| 601 | 51540 | ADAPTER ;NF 1.38"X 0.75 MPT | 5959605 | EA | 1 | $5.97 |
| 602 | 51698 | HOSE ;NF SECONDARY FUEL FILTER | 221637 | EA | 1 | $167.09 |
| 603 | 52530 | CABLE ;NF ROOF HATCH SPRING | 5921874 | EA | 1 | $12.06 |
| 604 | 52548 | BOLT ;NF,REAR BRAKE ANCHOR PLATE | 6313099 | EA | 1 | $1.02 |
| 605 | 52712 | FITTING ;NF,PARALLEL CUP YELLOW DRIVER'S | 237757 | EA | 1 | $18.87 |
| 606 | 53157 | ARM ASSY ;NF SR585-SR1820 WIPER | 086238;102852 | EA | 1 | $147.06 |
| 607 | 53207 | SEAL; NF SR842-SR1564 REAR HUB SHAFT | 6345862;6361462;6361462NFA | EA | 1 | $17.64 |
| 608 | 53470 | ABSORBER ASSY ;NF SR842/1337 REAR SHOCK | 116434;85708 | EA | 1 | $93.36 |

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MNT19-46G
TRANSIT BUS PARTS

| | | | | | | |
|---|---|---|---|---|---|---|
| 609 | 53504 | SWITCH ;NF PUSH BUTTON | 8210211 | EA | 1 | $232.77 |
| 610 | 53678 | BEAM ASSY ;NF,LH SUSPENSION | 066541;242871 | EA | 1 | $1,412.16 |
| 611 | 53686 | CUSHION ;NF DRIVER'S BLACK SEAT | 30815207VV11 | EA | 1 | $190.14 |
| 612 | 53793 | HOSE ;NF,90 DEG 3.54 ID | 261850 | EA | 1 | $16.79 |
| 613 | 54023 | BEAM ASSY ;NF,RH SUSPENSION | 066539;242870 | EA | 1 | $1,380.41 |
| 614 | 54114 | BEZEL ;NF,HEAD LAMP | 15705 | EA | 1 | $15.95 |
| 615 | 54262 | TEE ;NF,WINDSHIELD WASHER | 5957380 | EA | 1 | $1.04 |
| 616 | 54288 | PIN ;NF.WALKING BEAM LOCATING | 243438 | EA | 1 | $9.31 |
| 617 | 54312 | SOLENOID,NF 28VDC A/C CONTACTOR | 10-00300-02 | EA | 1 | $59.56 |
| 618 | 54585 | BELT KIT ;NF, DRIVERS SEAT | 6344601;6348290 | EA | 1 | $170.35 |
| 619 | 54866 | REGULATOR ;NF,SR842 CNG(131 PSI)PRESS | 264070;6359258; HPNGV 28165-3 | EA | 1 | $598.98 |
| 620 | 55137 | CABLE ;NF,6' GAS SENSOR | 144062 | EA | 1 | $344.24 |
| 621 | 55178 | SLEEVE ;NF,CENTER LINK ADJUSTING | 6326345 | EA | 1 | $11.05 |
| 622 | 55186 | SOCKET ;NF FLUO. LIGHT TELESCOPIC | 6308472 | EA | 1 | $6.72 |
| 623 | 55202 | BEARING ASSY SR842 /SR1337 REAR HUB UNIT | 6348112 | EA | 1 | $277.14 |
| 624 | 55228 | ABSORBER ;NF,SR842-SR1564 FRONT SHOCK | 116435;345935 | EA | 1 | $121.00 |
| 625 | 55814 | SHAFT ;NF,SR813 DRIVE | 145294 | EA | 1 | $648.09 |
| 626 | 55889 | LATCH ;NF W/C SEAT | 6353074 | EA | 1 | $18.98 |
| 627 | 56168 | PLATE ;NF,SR842/SR1337 OIL CATCH | 6345861 | EA | 1 | $6.76 |
| 628 | 56184 | ROLLER ;NF,SR842 THRUST BEARING | 6345895 | EA | 1 | $79.37 |
| 629 | 56192 | SPRING ;NF,SR842 PRESSURE | 6345899 | EA | 1 | $3.25 |
| 630 | 56622 | BRACKET ;NF,SR842 A/C ROLLER | 261473 | EA | 1 | $119.65 |
| 631 | 57117 | GEAR ;NF,SR842 RH RING | 6345888 | EA | 1 | $1,047.82 |
| 632 | 57125 | GEAR ;NF,SR842 RH CARRIER RING | 6345890 | EA | 1 | $232.94 |
| 633 | 57521 | SHAFT ;NF,SR842/SR1337 DRIVE | 252984 | EA | 1 | $945.65 |
| 634 | 57562 | YOKE ASSY ;NF, SR842, SR1564 REAR AXLE | 156688;6356277 | EA | 1 | $475.64 |
| 635 | 57919 | JOINT KIT ;NF,SR842 UNIVERSAL | 6340769 | EA | 1 | $65.00 |
| 636 | 58032 | ISOLATOR ;NF, EXHAUST | 127000 | EA | 1 | $14.23 |
| 637 | 58115 | VALVE ;NF,SR842/SR1337 ROTARY DUMP | 227324;284169 | EA | 1 | $91.31 |
| 638 | 58172 | LATCH ;NF,SR842 DRIVERS WINDOW 2..5" | 6345144;6348065;6405511 | EA | 1 | $61.50 |
| 639 | 58313 | WASHER ;NF,DIFF THRUST | 6312860 | EA | 1 | $21.61 |
| 640 | 58321 | GEAR ;NF,DIFF AXLE SHAFT | 6312859 | EA | 1 | $218.82 |
| 641 | 58339 | SPIDER ASSY ;NF,DIF | 6312861 | EA | 1 | $321.27 |
| 642 | 58347 | WASHER ;NF,DIFF RETAINING | 6312863 | EA | 1 | $6.84 |
| 643 | 58354 | GEAR ;NF,DIFF BEVEL | 6312862 | EA | 1 | $104.46 |
| 644 | 58719 | UNLOADER KIT ;NF,SR842 AIR COMP. | 107515N;6331141 | EA | 1 | $13.67 |
| 645 | 58982 | ELEMENT ;NF SR813 PS/HYD FILTER | 83804E | EA | 1 | $5.66 |
| 646 | 59154 | BUTTON ;NF,W/C BELT GRAY RELEASE | 6335807 | EA | 1 | $1.81 |
| 647 | 59212 | DIPSTICK,NF EMP P/S RESERVOIR | 6326718;Q347137;Q347137-10 | EA | 1 | $4.17 |
| 648 | 100248 | GAUGE ; NF CNG 5000 PSI HIGH PRESSURE | 011003426;042405 | EA | 1 | $45.25 |
| 649 | 100560 | REGULATOR ;NF SR585-SR709 24V | 10457699;122471;D699;JE0103002; MD805 | EA | 1 | $144.22 |
| 650 | 100842 | VALVE ;NF, SC-3, SINGLE CHECK | 011213004;227788;5003524;5923496;800372;KN23000;SCV | EA | 1 | $11.23 |
| 651 | 101907 | BUTTON ;NF,HORN | 004231;050410402 | EA | 1 | $48.35 |
| 652 | 102145 | RECEPTACLE;NF, SHEREX 5000 | 050832205;084687;BCR5078;CR5078;J600511;TBBJ600511 | EA | 1 | $378.03 |
| 653 | 102442 | SWITCH ;NF 500 PSI LOW FUEL | 049305;051029402 | EA | 1 | $105.68 |
| 654 | 104109 | FILTER ;NF(SR813-SR842)ZF TRANS | 0750131003;4139298038;4139298936;C0601903AB;LH8640;PT8385; W03AT1170 | EA | 1 | $44.05 |
| 655 | 104604 | BOLT KIT ;BIKE RACK PIVOT | 100117 | EA | 1 | $22.97 |
| 656 | 105544 | VALVE KIT ;NF SR1337 AD9 PURGE | 107798;A1211531ZA;G1012657;JL1101001-004;R950014; 107798K | EA | 1 | $34.95 |
| 657 | 110627 | RELAY W/DIODE ;NF,ORI,RTS 24V | 011021249;15537443;G1008277;G5008277;LE1808002-064;N11613 | EA | 1 | $7.00 |
| 658 | 117606 | SWITCH ;NF,THO, POWER WAVE | 011007003;2017132;2064067;57410099-30;5992280;6306733;6328727;DPD-033096 | EA | 1 | $116.37 |
| 659 | 118828 | VALVE ;NF,QR-1/QR1 QUICK RELEASE | 011221508;2026903;229859;229859N;5963964;QR-1 | EA | 1 | $12.58 |
| 660 | 122465 | KNOB ;NF, THOMAS P/B VALVE | 2041240;248433;25-612-182;5922627;9646248433;BW248502 | EA | 1 | $9.80 |
| 661 | 122622 | WIPER REFILL;NF 26 "(BLADE) | 000009571;2041862;3J-34-38;53-26;53-27;6310782;6310782NFA | EA | 1 | $3.14 |
| 662 | 123208 | SCREW ;NF 1/4-20 MODESTY PANEL | 044328;2048614;BS7000106 | EA | 1 | $0.27 |
| 663 | 123380 | SWITCH ;NF, DIMMER | 1997014;2050315;254212;5990041; 0540 | EA | 1 | $3.59 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 664 | 129783 | VALVE ;NF SURGE TANK PRESSURE RELIEF | 010804014;014734;2081692;BJ0101028 | EA | 1 | $12.22 |
| 665 | 131607 | RELAY W/O DIODE ;NF,12V | 091231;091233;2098912;G1017708; RY30 | EA | 1 | $24.15 |
| 666 | 131888 | NUT ;NF,1/4-20 SPECIAL | 044329;2107338;BS7000107 | EA | 1 | $0.26 |
| 667 | 132407 | GASKET ;NF,SURGE TANK CAP(MOUNT) | 010804012;102963;2208174;5952930;97-971-2 | EA | 1 | $0.69 |
| 668 | 136226 | BUSHING ;NF,SHOCK | 010134001;050134001;12-5-123;12-5-123CG;2350908;2350908-A;5957150;6-512-1;B-908;MR1234 | EA | 1 | $0.30 |
| 669 | 136986 | GASKET ;NF,JD, P/S HYD PUMP | 23516100;5998287; M-23516100 | EA | 1 | $2.92 |
| 670 | 139006 | O-RING ;NF, QR-1 COVER SEALING | 2459255;4C-12-5 | EA | 1 | $1.21 |
| 671 | 144709 | CLAMP ;CNG TURBO | 3606847 | EA | 1 | $50.43 |
| 672 | 154963 | GASKET ;NF,AIR GOVERNOR MOUNTING | 2338304;236577;5953786 | EA | 1 | $1.48 |
| 673 | 155127 | GASKET ;NF BOOSTER DIV. PUMP | 2389154;5957034 | EA | 1 | $2.44 |
| 674 | 155721 | NUT ;NF AIR CLEANER | 5960918;702019;9R-3-36 | EA | 1 | $2.89 |
| 675 | 160564 | O-RING,NF DOOR MOTOR | 5942542 | EA | 1 | $1.05 |
| 676 | 160820 | CHAMBER ASSY ;NF W/W PUMP | 074651;25-904-163;3F-34-27;669100;74651;800170 | EA | 1 | $25.12 |
| 677 | 161000 | DIAPHRAGM ;NF QR-1 VALVE | 25-480-152;671774 | EA | 1 | $8.66 |
| 678 | 161661 | GOVERNOR ;NF, AIR | 101474;101474N;4C-8-33;5953324;682846;H284358(NAPA) | EA | 1 | $35.33 |
| 679 | 164582 | VALVE ;NF, SR-1 SPRING BRAKE | 011223503;286364;286364N;5994884;717894;SR-1 | EA | 1 | $54.94 |
| 680 | 165126 | BUSHING ;NF,ORI RADIUS ROD | 5957548;6322757;6322757NFA;723330;723330-A;836250;A0133501AB;T14-1026 | EA | 1 | $7.00 |
| 681 | 166249 | BLADE ASSY ;NF,26" W/W | 3J-34-5;52-27;792070;8112552;8112552NFA | EA | 1 | $8.35 |
| 682 | 168443 | RETAINER ;NF,SURGE TANK CAP | 6F-14-30;850442 | EA | 1 | $5.19 |
| 684 | 168567 | CAP ASSY ;NF SURGE TANK | 010804503;5952929;850745;97-971-1 | EA | 1 | $44.71 |
| 686 | 174581 | HOSE ;NF, 8.3 AIR INTAKE HUMP | 3071049;6333802;9L-3-103 | EA | 1 | $22.00 |
| 687 | 178145 | CLIP; NF BODY PANEL (X-MAS TREE) | A1502504AE | EA | 1 | $0.56 |
| 688 | 179549 | VALVE ;NF,A/C SUCTION(SCHRADER) | 88-06DA-403--844;AVU-45 | EA | 1 | $14.66 |
| 689 | 182246 | NF CNG TANK VENT TUBE CAP | 052142;BS-2614151;CNGC | EA | 1 | $0.58 |
| 690 | 184440 | SENSOR ;NF SR813 TPS | 340000;6324110;E1219537AG;WIL132034 | EA | 1 | $76.68 |
| 691 | 184648 | MODULE ;NF,LH REAR BUMPER | 6318075;E1505506AC;F1505502AB;J0077-96 | EA | 1 | $229.69 |
| 692 | 184663 | MODULE ;NF REAR RH END | 6318076;E1505506AD;J0078-96 | EA | 1 | $229.69 |
| 693 | 187765 | RELAY W/DIODE ;NF,ORI,RTS,12V | 0332209152;091230;G1008278; RY46 | EA | 1 | $11.08 |
| 694 | 188227 | SEAL KIT ;CARRIER A/C COMP.SHAFT | 17-57056-00 | EA | 1 | $144.27 |
| 695 | 195800 | HEADLAMP ;NF LOW BEAM | H4656;H4656LL;H5062;LB | EA | 1 | $14.25 |
| 696 | 216009 | WINDSHIELD,NF,SR1337 LH | 322120 | EA | 1 | $178.31 |
| 697 | 216011 | WINDSHIELD,NF,SR1337 RH | 322119 | EA | 1 | $178.31 |
| 698 | 216045 | BULB; NF SR1337 12V 55W LOW BEAM | 6359187;H11LL | EA | 1 | $4.17 |
| 699 | 216048 | BULB,NF,SR1337 12V 65W HIGH BEAM | 6359188;H9 | EA | 1 | $5.55 |
| 700 | 216081 | NUT,NF DRAG LINK SOC. CASTLE | 6313236 | EA | 1 | $2.87 |
| 701 | 216133 | GASKET,NF,SR1337 AIR FILTER | 6344190 | EA | 1 | $2.91 |
| 702 | 216138 | BELT,CUMMINS 8.9 W/P DRIVE | 4942430;5080645;6388591;8K645; 25080645 | EA | 1 | $45.13 |
| 703 | 216153 | HOSE,NF SR842 ALTERNATORFLEXIBLE | 262284 | EA | 1 | $46.17 |
| 704 | 216163 | SEAL,NF FRONT BRAKE CAMSHAFT | 6313119;6313119NFA | EA | 1 | $2.25 |
| 705 | 216166 | CHAMBER,NF,SR1337 FRONT BRAKE | 249869 | EA | 1 | $231.49 |
| 706 | 216170 | SEAL,NF SR1337 BRAKES REAR AXLE | 6312099 | EA | 1 | $14.04 |
| 707 | 216172 | RING,NF,SR1337 BRAKES REAR AXLE SNAP | 6312088;6312088NFA | EA | 1 | $0.10 |
| 708 | 216175 | PLUG,NF SR1337 BRAKES REAR AXLE | 6316755 | EA | 1 | $3.40 |
| 709 | 216177 | DRIVESHAFT,NF SR1337 STEERING | 300481 | EA | 1 | $185.16 |
| 710 | 216179 | PUMP,NF SR1337 IXETIC P/S | 342892 | EA | 1 | $151.99 |
| 711 | 216183 | GAUGE,NF SR1337 ENG. OIL PRESSURE | 111746 | EA | 1 | $59.65 |
| 712 | 216186 | SWITCH ,NF SR1337 SPST WP MAINTAIN | 117047 | EA | 1 | $15.81 |
| 713 | 216190 | DIPSTICK,NF SR1337 B400 GEN5 TRANS | 329566 | EA | 1 | $69.86 |
| 714 | 216192 | MOUNT,NF SR1337 RADIATOR RUBBER | 8110071 | EA | 1 | $2.33 |
| 715 | 216194 | SENSOR,NF SR1337 AIR TEMPERATURE | 6361916 | EA | 1 | $11.37 |
| 716 | 216196 | CONTROLLER,NF SR1337 C-20 FAN | 3000001065;6361891 | EA | 1 | $290.18 |
| 717 | 216198 | CONTROLLER,NF SR1337 RADIATOR | 3000022220;3000022220PA17;6361911 | EA | 1 | $1,063.46 |
| 718 | 216200 | HARNESS ASSY,NF SR1337 CAC & FAN | 6361920 | EA | 1 | $990.60 |
| 719 | 216202 | FAN ASSY,NF SR1337 FAN DRIVE MOTOR | 6361894 | EA | 1 | $320.64 |
| 720 | 216204 | HOSE,NF SR1337 ARAMID 1.00 ID | 260697 | EA | 1 | $34.83 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 721 | 216208 | HOSE,NF SR1337 HUMP | 8111087 | EA | 1 | $12.53 |
| 722 | 216210 | HOSE,NF SR1337 4.0 ID SILICONE | 34530 | EA | 1 | $11.17 |
| 723 | 216212 | ELBOW,NF SR1337 45D 4.00 ID CAC | 106427; 28204 | EA | 1 | $44.86 |
| 724 | 216214 | ELBOW,NF SR1337 90D 1.00 ID SILICONE | 322542 | EA | 1 | $19.50 |
| 725 | 216216 | CAP,NF SR1337 16 LB RADIATOR | 236652 | EA | 1 | $3.00 |
| 726 | 216218 | SENSOR,NF SR1337 COOLANT LEVEL | 302589;397194;460720 | EA | 1 | $39.81 |
| 727 | 216220 | GAUGE,NF SR1337 CNG HIGH PRESSURE | 273040 | EA | 1 | $158.71 |
| 728 | 216222 | GAUGE,NF SR1337 CNG LOW PRESSURE | 273041 | EA | 1 | $163.26 |
| 729 | 216226 | VALVE,NF SR1337 8.00 ARM LEVELING | 228742 | EA | 1 | $46.79 |
| 730 | 216228 | VALVE,NF SR1337 PRESSURE TEST | 243644 | EA | 1 | $3.97 |
| 731 | 216230 | VALVE,NF SR1337 PARK BRAKE | 284726 | EA | 1 | $47.17 |
| 732 | 216232 | VALVE,NF SR1337 SINGLE CHECK | 5951359 | EA | 1 | $26.30 |
| 733 | 216234 | RELAY,NF SR842 & SR1337 24V SPDT | 106614 | EA | 1 | $2.13 |
| 734 | 216236 | DISCONNECT,NF SR1337 & THOMAS SW BATT | 267091;J320129 | EA | 1 | $138.49 |
| 735 | 216248 | BREAKER,NF SR1337 6A LONG DELAY | 172950 | EA | 1 | $11.10 |
| 736 | 216251 | BREAKER,NF SR1337 15A LONG DELAY | 172952 | EA | 1 | $11.10 |
| 737 | 216253 | BREAKER,NF SR1337 30A LONG DELAY | 172953 | EA | 1 | $11.10 |
| 738 | 216255 | BREAKER,NF SR1337 30A INSTANT TRIP | 172954 | EA | 1 | $11.10 |
| 739 | 216257 | BREAKER,NF SR1337 5A LONG DELAY | 316044 | EA | 1 | $11.10 |
| 740 | 216259 | FUSE-LIMITER,NF SR1337 100A | 17531 | EA | 1 | $3.76 |
| 741 | 216264 | FUSE-LIMITER,NF SR1337 150A | 17532 | EA | 1 | $3.76 |
| 742 | 216266 | FUSE-LIMITER,NF SR1337 200A | 17533 | EA | 1 | $3.76 |
| 743 | 216268 | FUSE-LIMITER,NF SR1337 130A | 18994 | EA | 1 | $3.95 |
| 744 | 216270 | SPEAKER,NF SR1337 INTERIOR | 284145 | EA | 1 | $35.45 |
| 745 | 216272 | SPEAKER,NF SR1337 EXTERIOR | 299821 | EA | 1 | $50.15 |
| 746 | 216274 | STRIP,NF SR1337 RED LED LAMP | 331659 | EA | 1 | $55.34 |
| 747 | 216276 | LAMP,NF SR1337 2.5" LED AMBER | 217917; G1093 | EA | 1 | $10.35 |
| 748 | 216278 | LAMP,NF SR1337 RED LED MARKER | 52947 | EA | 1 | $11.65 |
| 749 | 216280 | LAMP,NF SR1337 AMBER LED MARKER | 52949 | EA | 1 | $11.65 |
| 750 | 216282 | LAMP,NF SR1337 LICENSE PLATE LED | 294477 | EA | 1 | $63.41 |
| 751 | 216286 | LAMP,NF SR1337 SEALED BEAM | 252523 | EA | 1 | $14.48 |
| 752 | 216288 | LAMP,NF SR1337 LED 4" CLEAR | 302233 | EA | 1 | $58.28 |
| 753 | 216290 | LAMP,NF SR1337 WH LED 20 DEG | 265410 | EA | 1 | $47.37 |
| 754 | 216292 | LAMP,NF SR1337-SR1564 LED STEPWELL | 253749;407567 | EA | 1 | $27.51 |
| 755 | 216294 | BREAKER,NF SR1337 2A ETA MAN | 218992 | EA | 1 | $9.96 |
| 756 | 216296 | HOSE,NF SR1337 A/C SUCTION-24 | 299337 | EA | 1 | $816.48 |
| 757 | 216298 | BLOWER,NF SR1337 DRIVERS BRLS 24V | 288775 | EA | 1 | $584.65 |
| 758 | 216300 | MIRROR,NF SR1337 6" FLST INTERIOR | 268392 | EA | 1 | $27.81 |
| 759 | 216305 | MIRROR,NF SR1337 CVX RR VIEW | 271960 | EA | 1 | $63.09 |
| 760 | 216311 | MOTOR,NF SR1337 WIPER | 225892 | EA | 1 | $194.22 |
| 761 | 216313 | CAP ASSY,NF SR1337 WASHER FILL | 290861 | EA | 1 | $185.18 |
| 762 | 216319 | MODULE,NF SR1337 RUBBER CORNER BLAC | 6357263 | EA | 1 | $203.58 |
| 763 | 216323 | MODULE,NF SR1337 RUBBER CORNER BLAC | 6352960 | EA | 1 | $200.22 |
| 764 | 216325 | MODULE,SR1337 LH CORNER BLK REAR | 6352963 | EA | 1 | $304.96 |
| 765 | 216329 | MODULE,SR1337 CORNER RH BLK REAR | 6352965 | EA | 1 | $304.96 |
| 766 | 216331 | SWITCH ASSY,NF SR1337 ENT/EXIT DOOR | 6352381 | EA | 1 | $154.56 |
| 767 | 216339 | SPEDO,NF SR1337 MPH J1939/1587 | 185755 | EA | 1 | $340.63 |
| 768 | 216341 | GAUGE,NF SR842, SR1337 24V VOLTMETER | 214262 | EA | 1 | $42.43 |
| 769 | 216343 | SWITCH,NF SR1337 SILENT ALARM | 107471 | EA | 1 | $65.45 |
| 770 | 216345 | KNOB,NF SR1337 MASTER SWITCH | 5955564 | EA | 1 | $6.79 |
| 771 | 216347 | SWITCH,NF SR1337 SPDT MON 2POS | 8112304 | EA | 1 | $7.14 |
| 772 | 216359 | FENDER,NF,SR1337 POLYURETHANE | 292978 | EA | 1 | $90.01 |
| 773 | 216361 | BRACKET,NF S-CAM | 6312927 | EA | 1 | $330.52 |
| 774 | 216367 | LAMP,NF SR1337 4"LED FRONT TURN SIGNAL | 215540; G4003 | EA | 1 | $41.75 |
| 775 | 216369 | VALVE,NF SR1337 1/8 NPTF PRESSURE RELEIF | 99870 | EA | 1 | $16.82 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 776 | 216378 | RADIUS ROD,NF SR1337 UPPER REAR | 290882 | EA | 1 | $167.35 |
| 777 | 216382 | ,NF SR1337 4.0 IS HUMP | 237729 | EA | 1 | $14.26 |
| 778 | 216384 | ELBOW,NF SR1337 90 DEG 4X5 RUBBER | 42027 | EA | 1 | $9.82 |
| 779 | 216443 | VALVE,NF SR1337-SR1677 WATER SHUTOFF | 179901;6331005 | EA | 1 | $23.41 |
| 780 | 216473 | DIFFUSER/VENT,NF,SR1337 | 288760 | EA | 1 | $7.99 |
| 781 | 216488 | ALARM,NF BACK-UP | 138559 | EA | 1 | $41.97 |
| 782 | 216644 | NUT,NF SR842 AIR COMPRESSOR | 14M7277 | EA | 1 | $5.84 |
| 783 | 216646 | WASHER,NF SR842 AIR COMPRESSOR | 6353210;N12679 | EA | 1 | $3.50 |
| 784 | 216668 | BLOCK,NF FUSE | 8112200 | EA | 1 | $11.52 |
| 785 | 216679 | LOUVER,NF SR1337 DASH PANEL | 102216 | EA | 1 | $16.28 |
| 786 | 216731 | CONNECTOR,NFSR1337,1563&64 FLEX(BELLOWS) | 284878;382905;425432 | EA | 1 | $847.26 |
| 787 | 216795 | TUBE,NF HVAC DRAIN SPOUT | 8443 | EA | 1 | $17.31 |
| 788 | 217011 | PLATE,NF SR1337 BATTERY COVER,COVER | 320611 | EA | 1 | $42.18 |
| 789 | 217021 | KNOB,NF DRIVERS OVERHEAD PANEL | 66489 | EA | 1 | $1.05 |
| 790 | 217032 | SEPERATOR ASSY,NF SR1337 OIL/WATER | 300584 | EA | 1 | $311.98 |
| 791 | 217062 | TUBE ASSY,NF,SR1337 HVAC SUPPLY. | 283918 | EA | 1 | $210.96 |
| 792 | 217064 | BELT W/CABLE,NF SR1337 W/C SEAT. | 6351508 | EA | 1 | $158.87 |
| 793 | 217256 | VALVE,NF KNEELING 4-WAY SOLENOID | 343148 | EA | 1 | $260.68 |
| 794 | 217258 | RECTIFIER,NF BRIDGE | 2174 | EA | 1 | $3.31 |
| 795 | 217270 | PIN,NF SR1337 HEADLIGHT CONNECTOR | 115385 | EA | 1 | $0.25 |
| 796 | 217272 | COCK,NF RADIATOR DRAIN | 5959743 | EA | 1 | $0.99 |
| 797 | 217297 | SEAL,NF SR1337 A/C SHAFT | 17-44765-00;6354197 | EA | 1 | $16.34 |
| 798 | 217330 | BUTTON,NF TREADLE PLATE STOP | 5921787 | EA | 1 | $5.55 |
| 799 | 217344 | KNOB,NF EMER. BRAKE RELEASE VALVE | 245841;5920891 | EA | 1 | $17.63 |
| 800 | 217350 | FITTING,NF SR709 YELLOW TEE | 24824 | EA | 1 | $131.06 |
| 801 | 217352 | RESISTOR ASSY,NF SR1337 .22 OHM 50W | 342585 | EA | 1 | $28.71 |
| 802 | 217360 | ELBOW,NF SR842 90 deg 2.5" ID | 240301 | EA | 1 | $38.17 |
| 803 | 217377 | SOLENOID,NF SR1337 A/C 24V | 6388951 | EA | 1 | $185.78 |
| 804 | 217381 | FITTING,NF STANCHION PARALLEL CUP YELLOW | 337470 | EA | 1 | $23.47 |
| 805 | 217393 | SCREW,NF SR813 CUMMINS 8.3 HEX HEAD CAP | 3908181;6335793 | EA | 1 | $5.36 |
| 806 | 217396 | SCREW,NF HEX #4-40 X 1 LHG | 6328752 | EA | 1 | $0.69 |
| 807 | 217435 | NUT,NF SR842 SLEEVE | 204845 | EA | 1 | $3.06 |
| 808 | 217483 | FITTING,NF PRESSURE REG BARB. | 6335515 | EA | 1 | $2.42 |
| 809 | 217485 | MAINTENANCE KIT,NF R12 RELAY VALVE | 6331212 | EA | 1 | $21.84 |
| 810 | 217520 | GLASS,NF FLAT SIGHT | 6397521 | EA | 1 | $17.91 |
| 811 | 217585 | PILLAR; NF SR1337 REAR RH CORNER | 303086 | EA | 1 | $90.36 |
| 812 | 217602 | RESERVOIR,NF W/C PUMP | 6312538 | EA | 1 | $48.96 |
| 813 | 217629 | HOSE ASM,NF SR842 FL68.0 | 263483 | EA | 1 | $77.29 |
| 814 | 217671 | RING,NF A14X20 COPPER SEAL | 0634-801-151 | EA | 1 | $0.98 |
| 815 | 217711 | SWITCH,NF SR1337 A/C PUSH BUTTON | 105628;465062 | EA | 1 | $90.88 |
| 816 | 217732 | VALVE,NF SR1337 MOISTURE EJECTOR | 65064 | EA | 1 | $140.10 |
| 817 | 217764 | CAP,NF DOOR MOTOR LARGE CYL. | 72246 | EA | 1 | $39.83 |
| 818 | 217766 | SEAL,NF DOOR MOTOR "U"TYPE 2-1/4 OD | 6303678;72248 | EA | 1 | $5.97 |
| 819 | 217768 | O-RING,NF DOOR MOTOR | 6303678 | EA | 1 | $0.67 |
| 820 | 217771 | SEAL,NF DOOR MOTOR "U"TYPE 3-3/8 OD | 72249 | EA | 1 | $7.29 |
| 821 | 217773 | EXPANDER,NF DOOR MOTOR | 5942543 | EA | 1 | $4.88 |
| 822 | 217775 | GASKET,NF DOOR MOTOR LARGE CYL. | 72260 | EA | 1 | $2.36 |
| 823 | 217777 | GASKET,NF DOOR MOTOR | 72259 | EA | 1 | $1.87 |
| 824 | 217779 | O-RING,NF DOOR MOTOR | 6303677 | EA | 1 | $0.80 |
| 825 | 217794 | U-BOLT,NF SR842 REAR AXLE 7/8-14 | 248429 | EA | 1 | $13.00 |
| 826 | 218010 | ABS-ECU,NF SR1564 BASIC 45/4M 24V | 336324 | EA | 1 | $1,083.48 |
| 827 | 218017 | STARTER; 8.9L SR1563,64,65,1677 NEW 42MT | 372958;9200529 | EA | 1 | $458.96 |
| 828 | 218021 | BELT,NF SR1564 8.9 ALTERNATOR | 3288634;6336455; 5080945; NBH25080496 | EA | 1 | $28.28 |
| 829 | 218023 | VALVE,NF SR1564 PROBALIZER-KST | 334929 | EA | 1 | $20.05 |
| 830 | 218029 | VALVE,NF SR1564 1/4" NPT DRAIN | 6361890 | EA | 1 | $2.15 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 831 | 218031 | SENSOR,NF SR1337 COOLANT TEMP. | 371177;6361910; TS4 | EA | 1 | $13.50 |
| 832 | 218041 | SWITCH,NF SR1564 PROXIMITY | 111105 | EA | 1 | $133.55 |
| 833 | 218053 | LAMP,NF SR1564 4"LED BACK-UP | 246775; 62391 | EA | 1 | $61.66 |
| 834 | 218233 | SHADE,NF SR1564/1677/1820 DRIVER'S SUN | 291017 | EA | 1 | $106.55 |
| 835 | 218278 | HOSE,NF FC355-4FL 27.0 SURGE TANK | 357893 | EA | 1 | $21.53 |
| 836 | 218314 | PAD ASSY,NF SR1337 HORN | 369260 | EA | 1 | $43.79 |
| 837 | 218393 | SEAL,NF SR585-SR813 EXIT DOOR | 103478 | EA | 1 | $26.46 |
| 838 | 218395 | RETAINER,NF SR585-SR813 EXIT DOOR | 103479 | EA | 1 | $39.74 |
| 839 | 218407 | CYLINDER,NF DOOR MOTOR LARGE | 6305682 | EA | 1 | $34.90 |
| 840 | 218409 | CYLINDER,NF DOOR MOTOR SMALL | 6305686 | EA | 1 | $20.54 |
| 841 | 218411 | SPRING,NF DOOR MOTOR COMPRESSION | 6305692 | EA | 1 | $88.30 |
| 842 | 218421 | RADIATOR;NF SR1337,1563 & 1564 | 6387744 | EA | 1 | $2,526.61 |
| 843 | 218423 | RADIATOR NF SR1337,1563 & 1564 REBUILT | R6387744 | EA | 1 | $2,670.16 |
| 844 | 218443 | SELECTOR,NF VOITH TRANS SHIFT | 308940;6467717;H68314716 | EA | 1 | $800.82 |
| 845 | 218453 | VALVE, PRESSURE REGULATOR VALVE 8.9 | 3970615,5305242, 5477889 | EA | 1 | $1,154.37 |
| 846 | 218536 | FILTER,NF SR1677 HVAC RETURN AIR | 461926 | EA | 1 | $99.64 |
| 847 | 218538 | CONNECTOR,NF SR1677 ENG EXHAUST FLEX | 433835 | EA | 1 | $291.10 |
| 848 | 218553 | MOUNT,NFSR585,674,709,813 MUFFLER | 132751 | EA | 1 | $37.81 |
| 849 | 218555 | STRIP,NF,SR1563 PANEL JOINER | 442004 | EA | 1 | $6.01 |
| 850 | 218572 | ROD,NF SR1677 UPPER FRONT RADIUS | 203269 | EA | 1 | $365.88 |
| 851 | 218574 | ROD,NF SR1677 LOWER FRONT RADIUS | 344499 | EA | 1 | $251.04 |
| 852 | 218576 | REPAR KIT,NF SR1677 LOWER RADIUS ROD | 6382722 | EA | 1 | $53.63 |
| 853 | 218578 | ROD,NF SR1677 70MM LOWER REAR RADIUS | 313008 | EA | 1 | $226.45 |
| 854 | 218580 | ROD,NF SR1677 70MM REAR RADIUS | 313019;466468 | EA | 1 | $172.00 |
| 855 | 218582 | CHAMBER,NF SR1677 RR DISC SST ROD | 395363;MJB2024ET758 | EA | 1 | $248.64 |
| 856 | 218588 | BUTTON, NF SR1677/SR1820 HORN | 150892;364379; HB6 | EA | 1 | $48.35 |
| 857 | 218598 | SENSOR,NF SR1677 LOW FLUID | 460722 | EA | 1 | $47.29 |
| 858 | 218600 | VALVE,NF SR1677 QRN QUICK RELEASE | 467192;K049776 | EA | 1 | $13.47 |
| 859 | 218602 | BREAKER,NF SR1677 10A LONG DELAY | 172951 | EA | 1 | $10.68 |
| 860 | 218604 | BELT,NF SR1677 A/C COMPRESSOR | 024598; 7410 | EA | 1 | $45.95 |
| 861 | 218606 | PUMP ASSY,NF SR1667 W/W WASHER | 5957374 | EA | 1 | $55.76 |
| 862 | 218608 | GLASS, NF SR1677, SR1565, STREETSIDE WINDSHIELD 51-5/8" X | 343265 | EA | 1 | $238.39 |
| 863 | 218610 | GLASS, NF SR1677, SR1565, CURBSIDE WINDSHIELD, 51-5/8" X | 453489 | EA | 1 | $238.39 |
| 864 | 218612 | VALVE,NF SR1677 ENTR DOOR DUMP | 281977 | EA | 1 | $71.38 |
| 865 | 218632 | LATCH,NF SR1337 ROTARY | 6345879 | EA | 1 | $4.80 |
| 866 | 218672 | BOLT,NF SLACK ADJ. M16X75mm HEX | 6312113 | EA | 1 | $21.09 |
| 867 | 218674 | BOLT,NF SLACK ADJ. M16X110mm HEX | 6312114 | EA | 1 | $7.60 |
| 868 | 218678 | SPACER,NF SR1337 CURB LIGHT | 262739 | EA | 1 | $150.90 |
| 869 | 218692 | HARNESS; NF 02/UEGO TEMP SENSOR (CABLE) | 478757;482569 | EA | 1 | $391.91 |
| 870 | 218716 | NF; CLAMP, TWIN 28MM DIA. | 201735 | EA | 1 | $3.55 |
| 871 | 218722 | NF; BUSHING KIT, R/UPR R/ROD SR1337-1564 | 6335815;6335815NFA | EA | 1 | $30.96 |
| 872 | 218724 | NF; BUSHING KIT, R/UPR R/ROD SR1337-1564 | 6356495 | EA | 1 | $53.03 |
| 873 | 218745 | BRACE, ANGEL DIAGNOL SUSPENSION NF SR842 | 251882 | EA | 1 | $42.38 |
| 874 | 218755 | TERMINAL ACCUMULATOR CONNECTOR B400 NF | 12103881 | EA | 1 | $0.12 |
| 875 | 218794 | NF SR1677 21"lg SINGLE ROW LED BOARD | 6406312 | EA | 1 | $40.64 |
| 876 | 218798 | NF; SR1677 CYLINDER ASSEMBLY, 50 LBS. | 386686 | EA | 1 | $25.11 |
| 877 | 218800 | NUT & BOLT KIT NF BRAKE CHAMBER | 6304784 | EA | 1 | $0.94 |
| 878 | 218805 | NF; SR1337 TUBE, EXHAUST MUFFLER | 324461 | EA | 1 | $397.24 |
| 879 | 218818 | PULLEY, THERMO KING A/C COMPRESSOR | 6308713;77-1672 | EA | 1 | $447.70 |
| 880 | 218820 | PLATE, FIELD CLUTCH THERMO KING COMP | 6308712;77-1083 | EA | 1 | $172.17 |
| 881 | 218823 | HOSE,7/64" I.D NF WINDHIELD WASHER | 9210152; 27041 | EA | 1 | $0.45 |
| 882 | 218861 | NF SR1563-SR1677 CUP HOLDER | 437222 | EA | 1 | $7.35 |
| 883 | 218882 | NF SR1677 POTENTIOMETER ASSY | 452822 | EA | 1 | $91.12 |
| 884 | 218896 | NF SR842 AXLE HOUSING | 6345774;6388797 | EA | 1 | $10,375.16 |
| 885 | 218899 | NF SR842 UPPER RADIUS ROD BLOCK | 238385 | EA | 1 | $583.56 |

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|---|---|---|---|---|---|---|
| 886 | 218901 | NF 28 MM DOWELL PIN | 18141 | EA | 1 | $10.97 |
| 887 | 218903 | NF SR1337 TRANSCOOLER ASSY | 303200;5-7025C | EA | 1 | $1,832.65 |
| 888 | 218911 | NF SR1337 TRANS RETURN TUBE ASSY | 324580 | EA | 1 | $241.38 |
| 889 | 218913 | NF SR1337 TRANS SUPPLY TUBE ASSY | 324579 | EA | 1 | $225.83 |
| 890 | 218915 | NF SR1677 UPPER MODESTY PANEL | 445879 | EA | 1 | $265.69 |
| 891 | 218917 | NF SR1677 RH ABS SENSOR ASSY | 6392084 | EA | 1 | $145.32 |
| 892 | 218919 | NF SR1677 LH ABS SENSOR ASSY | 6392083 | EA | 1 | $145.12 |
| 893 | 218921 | NF SR16771/8" PT X -4 JIC ADAPTER | 229598 | EA | 1 | $3.14 |
| 894 | 218923 | NF SR1677 M12 X -4 JIC ADAPTER | 229597 | EA | 1 | $4.82 |
| 895 | 219028 | NF; SR842 HOSE, HUMP 2" I.D. | 247703 | EA | 1 | $51.14 |
| 896 | 219031 | NF SR1677 BOTTOM SEAT BLUE | 6387603 | EA | 1 | $218.10 |
| 897 | 219038 | NF SR674 CENTER CHASSIS | 65493 | EA | 1 | $7,994.29 |
| 898 | 219040 | NF SR1677 PUSH BUTTON SWITCH | 449400 | EA | 1 | $23.75 |
| 899 | 219042 | NF REAR HUB OIL CATCH PLATE | 6312988 | EA | 1 | $130.36 |
| 900 | 219044 | NF ADAPTER ELBOW(EXT. PIPE TO 1" HOSE) | 38296 | EA | 1 | $8.63 |
| 901 | 219046 | NF,CAC TEMPERATURE SENSOR | 4902912;6356948 | EA | 1 | $83.56 |
| 902 | 219051 | NF SR1337 TPS ACCELERATOR SENSOR KIT | 6357341 | EA | 1 | $51.68 |
| 903 | 219112 | NF; RESISTOR, 120 OHM | 142719 | EA | 1 | $5.15 |
| 904 | 219141 | NF; KNOB, WIPER CONTROL | 6353468 | EA | 1 | $4.13 |
| 905 | 219146 | NF SR1677 LH MIRROR BOTT.CONVEX MIRROR | 340-2SLR;6350628 | EA | 1 | $28.90 |
| 906 | 219148 | NF SR1337/ SR1677 RH MIRROR BOTT MIRROR | 327-2SLR;6342574 | EA | 1 | $28.28 |
| 907 | 219161 | NF SR1337 FC355-4 FL31.0 SURGE TANK HOSE | 357894 | EA | 1 | $20.49 |
| 908 | 219168 | NF SR1677 24V REGULATOR | 474739 | EA | 1 | $148.01 |
| 909 | 219170 | NEW FLYER 8.9 CAPACITOR START MODULE | 412652 | EA | 1 | $4,211.97 |
| 910 | 219189 | NF SR1677 MODESTY PANEL | 441872-209 | EA | 1 | $396.47 |
| 911 | 219198 | NF SR1677 FAN SYSTEM CONTROLLER | 6406182 | EA | 1 | $585.44 |
| 912 | 219200 | NF SR1677 RADIATOR/CAC SYSTEM CONTROLLER | 6407697 | EA | 1 | $585.44 |
| 913 | 219206 | NF; SR1677 EMP RADIATOR FAN ASSY | 6394998 | EA | 1 | $446.65 |
| 914 | 219227 | Cylinder Assembly, 10lbs, NF, SR1677 | 370035 | EA | 1 | $10.69 |
| 915 | 219240 | DIPSTICK, TRANSMISSION NF,ZF 813 | 229650;246811 | EA | 1 | $82.01 |
| 916 | 219243 | DIPSTICK, TRANSMISSION NF ZF SR842 | 260928 | EA | 1 | $74.19 |
| 917 | 219309 | LOUVER; NF SR1677 DRIVERS VENT | 392759 | EA | 1 | $27.62 |
| 918 | 219311 | BUTTON; NF SR1563, 1564, A/C CONTROLLER | 404461 | EA | 1 | $101.59 |
| 919 | 219341 | LAMP ASSEMBLY; NF SR1565, SR1677 LED | 266142 | EA | 1 | $46.44 |
| 920 | 219356 | POWER CABLE; NF SR1337 BATTERY TO BATTER | 302684 | EA | 1 | $70.74 |
| 921 | 219381 | NF, SR1677, LOUVER, 4" O.D. | 392167 | EA | 1 | $18.33 |
| 922 | 219383 | NF CABLE ASSEMBLY, EMP SR1677 | 6395013 | EA | 1 | $78.94 |
| 923 | 219385 | NF SWITCH ASSM, TAPE SR1337,1563/64,1677 | 6349503 | EA | 1 | $52.91 |
| 924 | 219741 | MODULE, NF R/F (F/BUMPER) SR1565/1677 | 6392459 | EA | 1 | $204.35 |
| 925 | 219743 | MODULE, NF L/F (F/BUMPER) SR1565/1677 | 6392458 | EA | 1 | $204.35 |
| 926 | 219745 | MODULE, NF CENTER (F/BUMPER) SR1677 | 6392517 | EA | 1 | $414.53 |
| 927 | 219747 | STRUCTURE, NF BACK (F/BUMPER) SR1677 | 6392516 | EA | 1 | $821.64 |
| 928 | 219749 | MODULE, NF CENTER (F/BUMPER) SR1565 | 6392457 | EA | 1 | $414.53 |
| 929 | 219751 | STRUCTURE, NF BACK (F/BUMPER) SR1565 | 6408376 | EA | 1 | $1,330.79 |
| 930 | 219753 | MODULE, NF L/R (R/BUMPER) SR1565/1677 | 6392462 | EA | 1 | $292.89 |
| 931 | 219755 | MODULE, NF CENTER (R/BUMPER) SR1565/1677 | 6392461 | EA | 1 | $430.92 |
| 932 | 219757 | MODULE, NF R/R (R/BUMPER) SR1565/1677 | 6392463 | EA | 1 | $292.89 |
| 933 | 219759 | STRUCTURE, NF BACK (R/BUMPER) SR1677 | 6403616 | EA | 1 | $795.65 |
| 934 | 219761 | STRUCTURE, NF BACK (R/BUMPER) SR1565 | 6392465 | EA | 1 | $763.65 |
| 935 | 219763 | DOOR ASSM, NF FUSE BOX ACCESS SR1677 | 405956 | EA | 1 | $1,475.04 |
| 936 | 219767 | HINGE,NF FUSEBOX ACCESS DOOR SR1565/1677 | 346557 | EA | 1 | $108.00 |
| 937 | 219780 | LATCH, NF ENGINE DOOR SR1565/1677 | 280736 | EA | 1 | $6.38 |
| 938 | 219782 | BOX ;NF STRG GEAR BOX SR1337 (PMK11) | 362750 | EA | 1 | $2,590.00 |
| 939 | 219785 | MIRROR ASSY ;NF REAR STEPWELL SR1565 | 080880;6359060 | EA | 1 | $64.81 |
| 940 | 219789 | FITTING, NF STANTION CUP VISION SR1677 | 395198 | EA | 1 | $39.11 |

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|---|---|---|---|---|---|---|
| 941 | 219793 | EMERGENCY RELEASE BAR ASSM NF SR1677 | 6341758 | EA | 1 | $11.30 |
| 942 | 219795 | PLATE,NF EMERGENCY RELEASE STRIKE SR1677 | 6341764 | EA | 1 | $3.99 |
| 943 | 219803 | SENSOR, NF ACOUSTIC SR1677 | 355434 | EA | 1 | $546.33 |
| 944 | 219805 | HEADLIGHT ASSM, NF CURBSIDE SR1565/1677 | 0542961;344858 | EA | 1 | $452.22 |
| 945 | 219807 | HEADLIGHT ASSM,NF STREETSIDE SR1565/1677 | 0542951;344859 | EA | 1 | $452.22 |
| 946 | 219852 | NOSING, NF EXIT YELLOW SR1337 &1563/64 | 340058 | EA | 1 | $320.58 |
| 947 | 219888 | TAPE, NEW FLYER CLEAR WRAP | 408128 | EA | 1 | $9.98 |
| 948 | 219900 | PIVOT ASSM, NF FORE DOOR SR1565 | 415687;5102032900 | EA | 1 | $80.35 |
| 949 | 219915 | SPRING,PNEUMATIC 1565(PK OF 2 CHRG AS 1) | 6388214 | EA | 1 | $97.45 |
| 950 | 219921 | MIRROR ASSY, NF LEFT SR1677 | 478894 | EA | 1 | $396.68 |
| 951 | 219940 | AIR COCK ASM, NF EMERGENCY VALVE | 6358440 | EA | 1 | $234.40 |
| 952 | 219951 | SCREW, NF CHEESE HEAD M16-1.50X35M | 6312929 | EA | 1 | $8.62 |
| 953 | 219959 | CYLINDER, NF ASSM 1503.5 SR1565/1677 | 354758 | EA | 1 | $320.98 |
| 954 | 220047 | SENSOR, NF LOW FLUID ASSEMBLY SR1677 | 415708;460721 | EA | 1 | $127.95 |
| 955 | 220049 | INSTRUMENT, NF PANEL LETTERED SR1337 | 367046 | EA | 1 | $198.65 |
| 956 | 220051 | SENOR, NF LOW FLUID ASSEMBLEY SR1563/64 | | EA | 1 | $127.95 |
| 957 | 220066 | DOOR ASM, NF FUEL FILLER ACCESS SR1337 | 264317 | EA | 1 | $170.69 |
| 958 | 220070 | LATCH, NF PADDLE SR1337 | 267482 | EA | 1 | $19.67 |
| 959 | 220092 | SEAL, NF O'RING 8.9 | 3682177 | EA | 1 | $5.10 |
| 961 | 220119 | DIFFERENTIAL,ASSY,SR1565 | 6407900 | EA | 1 | $9,146.83 |
| 962 | 220123 | DIFFERENTIAL,ASSY,SR1677 | 6392537 | EA | 1 | $11,796.33 |
| 963 | 220127 | HINGE, NF RELEASE | 5942529 | EA | 1 | $22.00 |
| 964 | 220131 | BOX, NF SR1565-1820 STR GEAR (PMB31) | 324819 | EA | 1 | $1,323.95 |
| 965 | 220162 | CHIME, NF PASSENGER SIGNAL SR1677 | 438921 | EA | 1 | $80.64 |
| 966 | 220196 | LATCH, NF RH SR1565,SR1677 & SR1820 | 434248 | EA | 1 | $29.03 |
| 967 | 220198 | LATCH, NF LH SR1565,SR1677 & SR1820 | 434247 | EA | 1 | $30.13 |
| 968 | 220200 | HOOK, NF PAWL SR1565 SR1677 SR1820 | 434305 | EA | 1 | $48.83 |
| 969 | 220215 | BEARING,THRUST SR1337 | 23045918 | EA | 1 | $172.94 |
| 970 | 220331 | BOLT,NF HEX M16 X 1.5 55MM LG. LOCK | 6328223 | EA | 1 | $7.59 |
| 971 | 220334 | STARTER; NF SR1820-SR1965 NEW DELCO | 260807 | EA | 1 | $446.35 |
| 972 | 220350 | BOX, NF STRG GEAR SR1563/64 | 395330 | EA | 1 | $2,590.00 |
| 973 | 220355 | DIODE, NF RISSISTOR PK SR1565 SR1677 | 6303656 | EA | 1 | $24.22 |
| 974 | 220357 | E6, NF VALVE ASSEMBLY SR1820 | 5948304;T-290181 | EA | 1 | $94.44 |
| 975 | 220403 | STEERING, NF WHEEL SR1565-SR1820 | 60558 | EA | 1 | $116.00 |
| 976 | 220405 | SCREW, NF LOCK REAR AXLE SR1677 | 6392544 | EA | 1 | $5.01 |
| 977 | 220407 | BOLT, NF HEX CALIPER MTG SR1677 | | EA | 1 | $7.06 |
| 978 | 220409 | SWITCH, NF & THOMAS REMOTE MIRROR | 026077;060580 | EA | 1 | $27.08 |
| 979 | 220413 | LAMP ASSEMBLY, NF CURB LED SR1563/64 | 225167;6446619 | EA | 1 | $156.41 |
| 980 | 220521 | DIFFERENTIAL; NF ASSM SR1337 | 6351906 | EA | 1 | $10,948.98 |
| 981 | 220577 | DRIVESHAFT ASM SR1565 | 301574 | EA | 1 | $786.19 |
| 982 | 220579 | BALL JOINT, NF NYLON | 84301 | EA | 1 | $1.20 |
| 983 | 220581 | COIL,NF HEATER/DEF SR585-842 SR1565-1820 | 6321253 | EA | 1 | $195.52 |
| 984 | 220583 | W/C BELT TENSIONER SR1565 | 6447382 | EA | 1 | $1,265.76 |
| 985 | 220585 | MODULE, NF FRONT CENTER BLACK SR1337 | 6352959 | EA | 1 | $426.92 |
| 986 | 220587 | PIVOT, NF RAMP ASSM L/H SR1677/1820 | 354445 | EA | 1 | $125.03 |
| 987 | 220589 | PIVOT, NF RAMP ASSM R/H SR1677/1820 | 354449 | EA | 1 | $105.57 |
| 988 | 220591 | SCREW, NF FH SST 1/4-28X3/8 SR1677/1820 | 11S04006 | EA | 1 | $0.32 |
| 989 | 220593 | LIGHT DIMMER SWITCH ASM SR1820 | 508005 | EA | 1 | $60.08 |
| 990 | 220596 | BRACKET, MIRROR STREETSIDE MTG SR1677 | 461642 | EA | 1 | $172.44 |
| 991 | 220602 | SCREW, CALIPER MTG S/S CTR/AXLE SR1565 | 6407940;6412408 | EA | 1 | $17.23 |
| 992 | 220604 | SCREW, CALIPER MTG C/S CTR/AXLE SR1565 | 6407939 | EA | 1 | $6.51 |
| 994 | 220608 | SCREW, BRAKE ROTOR MTG CTR/AXLE SR1565 | 6407926 | EA | 1 | $2.79 |
| 995 | 220611 | SEAL, INNER CENTER AXLE SR1565 | 6407920 | EA | 1 | $70.56 |
| 996 | 220614 | SEAL, OUTER CENTER AXLE SR1565 | 6407924 | EA | 1 | $19.70 |
| 997 | 220616 | O-RING, HUB CENTER AXLE SR1565 | 6407928 | EA | 1 | $1.43 |

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ATTACHMENT A - PRICING
MNT19-46G
TRANSIT BUS PARTS

| | | | | | | |
|---|---|---|---|---|---|---|
| 998 | 220621 | LOCKING PLATE SR1565 | 6407963 | EA | 1 | $16.65 |
| 999 | 220623 | ABS SENSOR CENTER AXLE ST SIDE SR1565 | 6407968 | EA | 1 | $162.33 |
| 1000 | 220625 | ABS SENSOR CENTER AXLE CURB SIDE SR1565 | 6407946 | EA | 1 | $162.33 |
| 1001 | 220659 | PLUG, NF HEX PRIMARY FUEL FILTER | 6325357 | EA | 1 | $5.08 |
| 1002 | 220669 | PULLEY, DUAL W/DAMPER 8.9 SR1677-1820 | 417904 | EA | 1 | $1,095.44 |
| 1003 | 220672 | SENSOR, COOLANT LEVEL SR1820 | 2872933;4359193;473480;610607 | EA | 1 | $42.25 |
| 1004 | 220674 | CONNECTOR SR1820 | 481303 | EA | 1 | $12.09 |
| 1005 | 220678 | SOCKET, TERMINAL SR1820 | 481398 | EA | 1 | $2.00 |
| 1006 | 220680 | PLUG, CAVITY SR1820 | 483244 | EA | 1 | $3.40 |
| 1007 | 220683 | U-BOLT, REAR AXLE SR1677-1820 | 440517 | EA | 1 | $35.00 |
| 1008 | 220685 | CYLINDER ASSM, ASSISTING SR1677 | 406355 | EA | 1 | $21.94 |
| 1009 | 220687 | CYLINDER ASSM, LOCKING SR1677 | 406375 | EA | 1 | $21.73 |
| 1010 | 220689 | LAMP ASSM, LED STRIP SR1677-1820 | 426010 | EA | 1 | $106.32 |
| 1011 | 220691 | BREAKER, 60 AMP LONG DELAY SR1677-1820 | 354450 | EA | 1 | $10.68 |
| 1012 | 220698 | STANTION MOUNT | 401977;485451 | EA | 1 | $19.00 |
| 1013 | 220705 | SCREW, 12 POINT 3/8-24X 1 1/4 SR1337 | 5961264 | EA | 1 | $1.65 |
| 1014 | 220714 | GOVERNOR, AIR SR1820, SR1965 | 399079;801941 | EA | 1 | $79.80 |
| 1015 | 220720 | MIRROR ASSY, NF CURBSIDE SR1965 | 586644 | EA | 1 | $598.17 |
| 1016 | 220722 | BRACKET ASSY, NF CURBSIDE MIRROR SR1965 | 485229 | EA | 1 | $302.00 |
| 1017 | 220724 | MIRROR ASSY,NF DRIVERSIDE SR1965 | 586642 | EA | 1 | $549.67 |
| 1018 | 220726 | SOCKET ASSY, NF DRAG LINK SR1677 | 6399550 | EA | 1 | $149.36 |
| 1020 | 220746 | CLAMP; NF 1" TRANS DIPSTICK TUBE SR1337 | 51680 | EA | 1 | $0.77 |
| 1021 | 220757 | TUBE CPR WATER OUTLET 8.9 CUMMINS | 4942639 | EA | 1 | $44.87 |
| 1022 | 220759 | HATCH-ROOF GLASS SR1565/SR1677/SR1820 | 362684;399932 | EA | 1 | $1,108.05 |
| 1023 | 220761 | FENDER, NF WHEEL SKIRT L/H SR1565 | 480476;480478 | EA | 1 | $279.16 |
| 1024 | 220764 | KIT-SERVICE TAPPET AND BOOT SR1820 | 6361372;6391322 | EA | 1 | $38.93 |
| 1025 | 220765 | FENDER, NF WHEEL SKIRT R/H SR1565 | 480475;480477 | EA | 1 | $291.70 |
| 1026 | 220778 | RUBBER LATCH SR1820 | 502 | EA | 1 | $8.70 |
| 1027 | 220782 | FLOOR RAIL PIN SR1565 | 221009 | EA | 1 | $0.36 |
| 1028 | 220784 | BUMP STOPS SR1565 | 6354543 | EA | 1 | $32.64 |
| 1029 | 220791 | PULLEY; IDLER CUMMINS 8.9 SR1820 | 3978324;6444742 | EA | 1 | $56.88 |
| 1030 | 220794 | RETAINER; NF EXHAUST ISOLATOR | 11953 | EA | 1 | $3.71 |
| 1031 | 220801 | COMPRESSOR; A/C THERMO KING SR1677 | 102-917 | EA | 1 | $3,090.62 |
| 1032 | 220805 | SEAL; O-RING CUMMINS 8.3C+ & 8.9 | 4935693 | EA | 1 | $7.88 |
| 1033 | 220807 | SEAL; O-RING CUMMINS 8.3C+ & 8.9 | 4935694 | EA | 1 | $8.01 |
| 1034 | 220814 | HOSE ASM FL86.77 SR1565 | 435287 | EA | 1 | $149.22 |
| 1035 | 220816 | HOSE ASM FL86.44 SR1565 | 435213 | EA | 1 | $209.05 |
| 1036 | 220818 | LIFTING MECH ASM REAR DOOR RAMP SR1565 | RI39237 | EA | 1 | $598.65 |
| 1037 | 220820 | FRAME CONDENSER GRILL SR1337 | 244636-1000 | EA | 1 | $537.75 |
| 1038 | 220823 | DRIVERS SEAT BELT EXTENSION SR1965 | 232906;3086207 | EA | 1 | $76.56 |
| 1039 | 220826 | DOOR ASM, DRIVESHAFT ACCESS SR1565-1965 | 453077;545994 | EA | 1 | $432.07 |
| 1040 | 220828 | TRANSDUCER PRESSURE E STROKE SR1965 | 336035;8090550 | EA | 1 | $231.97 |
| 1041 | 220832 | STRUCTURE BACK BUMBER REAR SR1820 | 6443237 | EA | 1 | $794.52 |
| 1042 | 220836 | HOSE ASSM; TRANS FC355-20 FL26.5 SR1337 | 308038 | EA | 1 | $48.42 |
| 1043 | 220838 | HOSE ASSM; TRANS FC355-20 FL24.0 SR1337 | 308037 | EA | 1 | $46.84 |
| 1044 | 220841 | AIR DRYER ASSEMBLY,NF TANDEM SR1965 | 583351,N-4265-AD | EA | 1 | $885.95 |
| 1045 | 220843 | DISICCANT;NF CARTRIDGE KIT SR1965 | 6320544 | EA | 1 | $76.47 |
| 1046 | 220845 | KIT;NF AIR DRYER REBUILD SR1965 | 6448878 | EA | 1 | $649.24 |
| 1047 | 220858 | ROLLER BEARING ASM. SR 1565 | 6407921 | EA | 1 | $177.67 |
| 1048 | 220864 | IP 40' CUSTER ASSEMBLY SR1677 | 472592 | EA | 1 | $785.12 |
| 1049 | 220866 | SEAT BELT,3PT ORANGE W/N.O SWITCH SR1965 | 6460398;7224707E | EA | 1 | $262.96 |
| 1050 | 220874 | TOUCH TAPE, CLOSEOUT | 413923 | EA | 1 | $26.05 |
| 1051 | 220962 | TUBE,OIL GAUGE | 3969058 | EA | 1 | $123.94 |
| 1052 | 220964 | DIPSTICK, ENGINE SR1563-SR1677 | 3974288 | EA | 1 | $100.63 |
| 1053 | 220968 | NIEOFF BRUSHLESS ALTERNATOR | C803D; KRKC803D | EA | 1 | $3,631.75 |

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MNT19-46G
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| | | | | | | |
|---|---|---|---|---|---|---|
| 1054 | 220972 | ANCHOR PLATE BOLT M16X1.5X65MM | 6325794 | EA | 1 | $4.63 |
| 1055 | 220976 | ANCHOR PLATE BOLT M16X1.5X45MM | 6345786 | EA | 1 | $7.47 |
| 1056 | 220990 | ASSY-SCREEN SIDE CNG CS RR | 6466162;6466192 | EA | 1 | $2,223.03 |
| 1057 | 220993 | EXHAUST BLANKET BELLOW | 6408504 | EA | 1 | $210.69 |
| 1058 | 221329 | LAMP, ASSY, REAR CTR STOP SR1563/1564 | 412,194,481,014 | EA | 1 | $60.68 |
| 1059 | 221341 | BLOWER MOTOR ASM. SR1565 ( CCW ) | 41-9388, 6394530 | EA | 1 | $2,275.68 |
| 1060 | 221351 | DISCHARGE GASKET SR 1565 | 33-2805 | EA | 1 | $4.50 |
| 1061 | 221353 | SUCTION GASKET SR1565 | 33-2541 | EA | 1 | $5.16 |
| 1062 | 221357 | PS2PC1-FB TO STARTER ( SR1565 ) | 452970 | EA | 1 | $344.57 |
| 1063 | 221365 | LINK ASM LEVELING VALVE FRONT SR1677 | 271966 | EA | 1 | $13.89 |
| 1064 | 221371 | CLAMP V-BAND | 3892648 | EA | 1 | $40.45 |
| 1065 | 221411 | SOLENOID REPAIR KIT | 60-302 | EA | 1 | $101.96 |
| 1066 | 221415 | COVER ROLLER BRACKET SR1337 | 289302 | EA | 1 | $29.46 |
| 1067 | 221421 | CYLINDER ASM RADIATOR ACCESS SR1965 | 492796 | EA | 1 | $8.96 |
| 1068 | 221424 | CYLINDER HVAC ACCESS DOOR SR1677 | 377375 | EA | 1 | $11.65 |
| 1069 | 221426 | CYLINDER HVAC ACCESS DOOR SR1677 | 478709 | EA | 1 | $18.96 |
| 1070 | 221428 | BRACKET C/S MIRROR SR1565 | 427099 | EA | 1 | $228.43 |
| 1071 | 221430 | ABS SENSOR SR1965 | 6405956 | EA | 1 | $85.55 |
| 1072 | 221432 | RADIUS ROD SR1820 | 466468 | EA | 1 | $195.96 |
| 1073 | 221434 | FUEL ACCESS DOOR SR1565 | 441118 | EA | 1 | $182.21 |
| 1074 | 221440 | SEAL-DOOR JAMB ENTRANCE SR1337 | 277330 | EA | 1 | $105.53 |
| 1075 | 221459 | CAP-COOLANT RECOVERY VENTED | 506448 | EA | 1 | $4.45 |
| 1076 | 221476 | TUBE ASSEMBLY, NF LIQUID SR1565 | 371926 | EA | 1 | $241.91 |
| 1077 | 221478 | TUBE ASSEMBLY, NF LIQUID SR1565 | 375176 | EA | 1 | $435.56 |
| 1078 | 221480 | TUBE ASSEMBLY, NF SUCTION SR1565 | 404914 | EA | 1 | $349.80 |
| 1079 | 221482 | TUBE ASSEMBLY, NF DISCHARGE SR1565 | 479061 | EA | 1 | $594.54 |
| 1080 | 221484 | TUBE ASSEMBLY, NF SUCTION SR1565 | 479062 | EA | 1 | $785.74 |
| 1081 | 221486 | TUBE ASSEMBLY, NF SUCTION SR1565 | 465674 | EA | 1 | $414.17 |
| 1082 | 221488 | TUBE ASSEMBLY, NF DISCHARGE SR1565 | 465676 | EA | 1 | $300.73 |
| 1083 | 221490 | TUBE ASSEMBLY, NF LIQUID SR1565 | 465679 | EA | 1 | $265.47 |
| 1084 | 221492 | CLAMP, NF 5/8" A/C TUBE SR1565 | 66792 | EA | 1 | $0.85 |
| 1085 | 221494 | CLAMP, NF TWIN A/C TUBE SR1565 | 342044 | EA | 1 | $10.52 |
| 1086 | 221496 | O-RING, NF 11/16 I.D. A/C TUBE SR1565 | 18621 | EA | 1 | $4.53 |
| 1087 | 221500 | DEHYDRATOR, A/C THERMO KING SR1565 | 306-221 | EA | 1 | $84.10 |
| 1088 | 221504 | SENSOR, LEVELING VALVE SR1820 | 402,017,591,449 | EA | 1 | $315.39 |
| 1089 | 221510 | ROD END STEERING LINK ASM SR1965 | 6344765 | EA | 1 | $187.15 |
| 1090 | 221516 | SWITCH, WHEELCHAIR PROXIMITY SR1565 | 359278 | EA | 1 | $26.65 |
| 1091 | 221518 | DUST CAP, COOLANT FILL SR1820-SR2029 | 279562 | EA | 1 | $1.23 |
| 1092 | 221522 | SLEEVE, ABS SENSOR SR1965 | 6346410 | EA | 1 | $4.67 |
| 1093 | 221524 | CLAMP, EXH TURBO 4.0" V-BAND (1677-2029) | 331992 | EA | 1 | $52.33 |
| 1094 | 221526 | GASKET MARMON 3.5" STD(1820-2029) | 395859 | EA | 1 | $26.97 |
| 1095 | 221528 | MODULE,E-STROKE | 491157 | EA | 1 | $993.23 |
| 1096 | 221530 | MIRROR ASSEMBLY,CURBSIDE SR1565 | 483416 | EA | 1 | $515.68 |
| 1098 | 221532 | ALT FILTER SCREEN (SR813 &1337) | 1670028242 | EA | 1 | $20.40 |
| 1097 | 221534 | CONTROLLER SYSTEM ASSY EMP | 6407286 | EA | 1 | $567.18 |
| 1100 | 221548 | ROTARY LATCH | 379722 | EA | 1 | $51.06 |
| 1102 | 221575 | TUBE ASSEMBLY, DISCHARGE SR1565 | 340727 | EA | 1 | $313.03 |
| 1103 | 221577 | REBUILT AIR DRIER ASSY NF TDEM SR1965 | R583351 | EA | 1 | $838.64 |
| 1104 | 221592 | HOSE, ASSEMBLY 3808 FL30.27 SR1820-2029 | 543416 | EA | 1 | $12.51 |
| 1105 | 221594 | HOSE, ASSEMBLY 3806 FL60.81 SR1820-2029 | 543419 | EA | 1 | $14.76 |
| 1106 | 221596 | V CLAMP TURBO 8.9 | 3535399 | EA | 1 | $41.56 |
| 1107 | 221846 | EMP FLEX DUCT,3 NEOPRENE-54" | 1669242001 | EA | 1 | $121.02 |
| 1108 | 221849 | PULLEY, NIEHOFF ALTERNATOR | 130004 | EA | 1 | $64.13 |
| 1109 | 221869 | W/W ARMS BOTH L & R SR2029 ONLY | 429608 | EA | 1 | $75.91 |
| 1110 | 221890 | PLATE, FRONT ARTIC REPAIR KIT SR1565 | 6408044 | EA | 1 | $440.69 |

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MNT19-46G
TRANSIT BUS PARTS

| | | | | | | |
|---|---|---|---|---|---|---|
| 1111 | 221892 | PLATE, COVER LOCK ARTIC REPAIR KIT SR1565 | 6408049 | EA | 1 | $40.95 |
| 1112 | 221894 | PLATE, REAR ARTIC REPAIR KIT SR1565 | 6408054 | EA | 1 | $458.95 |
| 1113 | 221942 | BRACKET SUPPORT RH | 6388211 | EA | 1 | $72.68 |
| 1114 | 221944 | BRACKET SUPPORT LH | 6388215 | EA | 1 | $50.82 |
| 1115 | 221946 | BELLOWS MOUNTING PLATE | 348060 | EA | 1 | $23.68 |
| 1116 | 221992 | RESISTOR | 6345456 | EA | 1 | $9.59 |
| 1117 | 222032 | CABLE DEFROST SR1965 | 278947 | EA | 1 | $15.70 |
| 1118 | 222046 | WASHER-M10 X 20 X 2 | 72353 | EA | 1 | $0.10 |
| 1119 | 222048 | BOLT M10 X 1.5 X 50MM | 72349 | EA | 1 | $1.76 |
| 1120 | 222073 | SUP ARM ASSY,OUTSIDE POS,TRILOGY | 100589 | EA | 1 | $142.68 |
| 1121 | 222075 | SUP ARM HOUSING,OUTSIDE POS,TRILOGY | 100595 | EA | 1 | $68.68 |
| 1122 | 222077 | SUP ARM HINGE IN/OUTSIDE POS TRILOGY | 100593 | EA | 1 | $58.96 |
| 1123 | 222082 | STUD-M10 X1.5 X 63MM | 72346 | EA | 1 | $9.68 |
| 1127 | 222152 | BOLT, STERING GEAR M20 X 1.50 X 60M | 255985 | EA | 1 | $1.23 |
| 1128 | 222154 | SPACER, STRG BOX SUPPORT 27MM | 356715 | EA | 1 | $6.92 |
| 1129 | 222179 | DOOR ASM.,CORNER PILLAR C/S | 531380 | EA | 1 | $664.60 |
| 1130 | 222216 | HOSE, NF SILICONE 45 DEG 1.38 SR1820 | 265709 | EA | 1 | $21.15 |
| 1131 | 222223 | CLAMP U-BOLT 5" | 66899 | EA | 1 | $7.11 |
| 1132 | 222248 | BRACKET MODULATOR VALVE | 494164 | EA | 1 | $101.98 |
| 1133 | 222250 | ENG. DOOR SR1565 | 474924-1000 | EA | 1 | $1,951.03 |
| 1134 | 222274 | HOSE 7.0 I.D.X 3.5 LG,SR 1565-1965 | 486180 | EA | 1 | $14.24 |
| 1135 | 222280 | BASE PLATE WELDED | 6392337 | EA | 1 | $327.64 |
| 1136 | 222287 | EXPANSION VALVE SR 1820 | 6397943,61-5185 | EA | 1 | $383.46 |
| 1137 | 222292 | LIFT TOWING ADAPTER | 405670 | EA | 1 | $88.49 |
| 1138 | 222294 | PIN ADAPTER | 405780 | EA | 1 | $54.23 |
| 1139 | 222296 | PIN HITCH | 6396566 | EA | 1 | $1.63 |
| 1141 | 222315 | CONTROLLER-CLASS 3.0 SR1565 | 274157-204 | EA | 1 | $781.50 |
| 1142 | 222317 | VALVE ASM HEATER CONTROL SR1565-2214 | 6447295 | EA | 1 | $89.64 |
| 1143 | 222341 | ASM. P/S TUBE SUPPLY 4 EXIT | 426986 | EA | 1 | $254.27 |
| 1145 | 222358 | DIODE ASM. THREMO KING | 414280 | EA | 1 | $37.50 |
| 1147 | 222362 | EXPANSION PLUG | 3920443 | EA | 1 | $5.30 |
| 1148 | 222369 | CABLE RADIATOR FAN SR1337 | 345493 | EA | 1 | $279.65 |
| 1149 | 222382 | DEFROSTER DOOR ASSY. | 411275-1000 | EA | 1 | $3,078.64 |
| 1150 | 222384 | DEFROSTER ASSY | 425731 | EA | 1 | $2,797.73 |
| 1151 | 222389 | ARM ASM W/STRAP LH SR1337 | 6458733 | EA | 1 | $760.71 |
| 1152 | 222393 | RADIATOR SR1677-SR1956-SR2252 | 6406173; 6459523 | EA | 1 | $1,378.85 |
| 1153 | 222396 | RADIATOR SR2029-SR2214 | 6461991 | EA | 1 | $1,238.21 |
| 1155 | 222438 | TK INTELLIGAIRE III DISPLAY MODULE SR1565 | 6394619, 45-2339 | EA | 1 | $272.43 |
| 1156 | 222443 | WASHER -M8 FOR VOITH D864.5 | 314632 | EA | 1 | $3.75 |
| 1157 | 222445 | BOLT - M8X15 FOR VOITH D864.5 | 314635 | EA | 1 | $5.05 |
| 1158 | 222448 | HEAT EXCHANGER SR1565,1677,1820,SR1965 | 6406176 | EA | 1 | $1,784.14 |
| 1140 | 2222311 | ADAPTER KIT TRANS C8.3 | 117133 | EA | 1 | $541.02 |

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**CONTRACT AGREEMENT**

between

| | |
|---|---|
| CONTRACTOR<br>The Aftermarket Parts Company, LLC<br>3229 Sawmill Parkway<br>Delaware, OH 43015<br><br>(hereinafter "CONTRACTOR")<br>Telephone: (800) 655-2637<br>Email: newflyerparts@newflyer.com | **CONTRACT DOCUMENTS**<br><br>**CONTRACT NO. MNT19-46G**<br><br>**TRANSIT BUS PARTS** |
| And | Contract Amount: $ 2,075,101 |
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>(hereinafter "OMNITRANS") | Omnitrans Project Manager:<br>Name: Rick Barone<br>Title: Materials Manager<br>Telephone: (909) 379-7402<br>Email: rick.barone@omnitrans.org<br><br>Contract Administrator:<br>Name: Krystal Turner<br>Title: Contracts Administrator<br>Telephone: (909) 379-7202<br>Email: krystal.turner@omnitrans.org |

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ATTACHMENT A – PRICING

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This Agreement is made and entered into as of this 3rd day of October 2019, and between Omnitrans (hereinafter referred to as "OMNITRANS") and The Aftermarket Parts Company, LLC (hereinafter referred to as "CONTRACTOR").

## RECITALS

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

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

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

## 1. SCOPE OF WORK

A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

## 2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through October 2, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from October 3, 2021 through October 2, 2022, which period encompasses the Initial Term and the Option Year One and Option Year Two.

## 3. CONTRACT OPTIONS

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

## 4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Two Million Seventy Five Thousand One Hundred and One Dollars ($2,075,101), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

## 5. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

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

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

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

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

C. TITLE

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

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

c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict

compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.

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

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

## 6. AUDIT AND INSPECTION OF RECORDS

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

## 7. NOTIFICATION

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

| To OMNITRANS: | To CONTRACTOR: |
|---|---|
| Omnitrans<br>1700 West Fifth Street<br>San Bernardino, CA 92411<br>Attn: Krystal Turner<br>Title: Contracts Administrator | The Aftermarket Parts Company, LLC<br>3229 Sawmill Parkway<br>Delaware, OH 43015<br>Attn: Kerri Moloney<br>Vice President, Customer Service |

## 8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

### A. OMNITRANS' Project Manager

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

Project Manager: Rick Barone, 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 CONTRACTOR which have not been performed to OMNITRANS' satisfaction.

   3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.

c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

### B. Contractor's Key Personnel

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

| Name | Role |
|---|---|
| Kerri Moloney | Vice President, Customer Service |

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

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

## 9. DISPUTE RESOLUTION

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

A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.

B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.

C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

## 10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but

shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

## 11. TERMINATION FOR BREACH OF AGREEMENT

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

B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.

D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.

E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.

G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of

this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

## 13. SUBCONTRACTING

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

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or

b. Permit any subcontract to be assigned or transferred; or

c. Allow work to be performed by anyone other than the original subcontractor listed below.

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

## 14. INDEPENDENT CONTRACTOR

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

## 15. INSURANCE

### A. INSURANCE REQUIREMENTS

1) **General Requirements for Contractor**

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

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

2) **Deductibles or Self-Insured Retention (SIR)**

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

3) **Other Insurance Provisions**

**a. Commercial General Liability and Automobile Liability**

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

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of

Contractor's insurance and shall not be construed as contributory.

2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

**b. Workers' Compensation**

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

**c. Care, Custody, and Control**

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

4) **Acceptability of Insurers**

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

5) **Verification of Coverage**

a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

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

7) **Notification of Terminated Insurance**

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

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

1) ☒ **Commercial General Liability including Products/Completed Operations:** $1,000,000; per occurrence for bodily and property damage liability and $2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured*.

2) ☒ **Automobile Liability:** $1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

3) ☐ **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $ 3,000,000 aggregate or,

4) ☐ **Professional Liability:** $1,000,000; per occurrence and aggregate.

5) ☒ **Workers' Compensation:** statutory limits or,

6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.

7) ☒ **Employer's Liability**: $1,000,000; per occurrence.

8) ☐ **Environmental Liability:** $1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured*.

9) ☐ **Umbrella Policy:** $4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured*.

10) ☒ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

## 16. INDEMNITY

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

## 17. REVISIONS IN SCOPE OF WORK

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

## 18. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## 19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

## 20. OWNERSHIP RIGHTS

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

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

## 21. WORK FOR HIRE

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

## 22. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

## 23. EQUAL OPPORTUNITY

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

## 24. STANDARD OF PERFORMANCE

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

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

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

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

## 26. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

## 27. COMPLIANCE WITH LAW

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

B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The

parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

## 28. COMPLIANCE WITH LOBBYING POLICIES

A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.

B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

## 29. PUBLIC RECORDS ACT

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

B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## 30. WAIVER/INVALIDITY

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

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

## 31. FORCE MAJEURE

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

## 32. CONFIDENTIALITY

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

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

A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

## 34. GOVERNING LAW

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

## 35. MODIFICATIONS TO AGREEMENT

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

## 36. LICENSING, PERMITS AND INSPECTION COSTS

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

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

## 37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of IFB-MNT19-46 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated March 26, 2019 and its Appendices, Exhibits, Attachments.

## 38. ENTIRE AGREEMENT

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

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

| OMNITRANS | THE AFTERMARKET PARTS COMPANY, LLC |
|---|---|
| _____ | _____ |
| P. Scott Graham<br>CEO/General Manager | Kerri Moloney<br>Vice President, Customer Service |
| _____ | _____ |
| Date | Date |

Federal Tax I.D. No. 98-0453252

CM _____