



**BOARD OF DIRECTORS
OCTOBER 2, 2019
SUPPLEMENTAL INFORMATION**

ITEM #E3	HAZARD MITIGATION PLAN
ITEM #E5	ARCHITECTURAL & ENGINEERING (A&E) SERVICES
ITEM #F3	BUS PAINTING & DECAL SERVICES

Final Draft Plan

December 13, 2018

Hazard Mitigation Plan



Credits

Q&A | ELEMENT A: PLANNING PROCESS | A1c.

Q: Does the plan identify who represented each jurisdiction? (At a minimum, it must identify the jurisdiction represented and the person's position or title and agency within the jurisdiction.) (Requirement §201.6(c)(1))

A: See **Hazard Mitigation Planning Team** below.

Hazard Mitigation Planning Team:

Agency	Name	Department	Position
OmniTrans	Mark Crosby, Chair	Human Resources and Safety Regulatory Compliance	Security & Emergency Preparedness Coordinator
OmniTrans	Dylan Firth	Human Resources and Safety Regulatory Compliance	Security Account Manager
OmniTrans	Terry Morocco	Human Resources and Safety Regulatory Compliance	Safety & Regulatory Compliance Specialist
OmniTrans	Barbara Erwin	Human Resources and Safety Regulatory Compliance	Safety, Security & Regulatory Compliance Manager
Emergency Planning Consultants	Carolyn Harshman		President

Acknowledgements

OmniTrans Board of Directors

- ✓ Ron Dailey, Chair, Loma Linda
- ✓ Sam Spagnolo, Interim Vice Chair, Rancho Cucamonga
- ✓ Supervisor Curt Hagman, County of San Bernardino
- ✓ Supervisor Robert Lovingood, County of San Bernardino
- ✓ Supervisor James Ramos, County of San Bernardino
- ✓ Supervisor Josie Gonzales, County of San Bernardino
- ✓ Supervisor Janice Rutherford, County of San Bernardino
- ✓ Eunice Ulloa, Chino

- ✓ Art Bennett, Chino Hills
- ✓ Richard De La Rosa, Colton
- ✓ John B. Roberts, Jr., Fontana
- ✓ Sylvia Robles, Grand Terrace
- ✓ Penny Lilburn, Highland
- ✓ John Dutrey, Montclair
- ✓ Alan Wapner, Ontario
- ✓ Sam Spagnola, Rancho Cucamonga
- ✓ Deborah Robertson, Rialto
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- ✓ Debbie Stone, Upland
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Emergency Planning Consultants

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- ✓ Lead Research Assistant: Alex Fritzler
- ✓ HAZUS/GIS: Michael McDaniel

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Mapping

The maps in this plan were provided by Omnitrans, County of San Bernardino, Federal Emergency Management Agency (FEMA), or were acquired from public Internet sources. Care was taken in the creation of the maps contained in this Plan, however they are provided "as is". Omnitrans cannot accept any responsibility for any errors, omissions or positional accuracy, and therefore, there are no warranties that accompany these products (the maps). Although information from land surveys may have been used in the creation of these products, in no way does this product represent or constitute a land survey. Users are cautioned to field verify information on this product before making any decisions.

Mandated Content

In an effort to assist the readers and reviewers of this document, the jurisdiction has inserted “markers” emphasizing mandated content as identified in the Disaster Mitigation Act of 2000 (Public Law – 390). Following is a sample marker:

EXAMPLE

Q&A | ELEMENT A: PLANNING PROCESS | A1a.

Q Does the plan document the planning process, including how it was prepared (with a narrative description, meeting minutes, sign-in sheets, or another method)? (Requirement §201.6(c)(1))

A:

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Part I: PLANNING PROCESS

Introduction

Q&A | ELEMENT A: PLANNING PROCESS | A1b.

Q: Does the plan list the jurisdiction(s) participating in the plan that are seeking approval?
 (Requirement §201.6(c)(1))

A: See **Introduction** below.

The Hazard Mitigation Plan (Mitigation Plan) was prepared in response to Disaster Mitigation Act of 2000 (DMA 2000). DMA 2000 (also known as Public Law 106-390) requires state and local governments (including special districts and joint powers authorities) to prepare mitigation plans to document their mitigation planning process, and identify hazards, potential losses, mitigation needs, goals, and strategies. This type of planning supplements Omnitrans' comprehensive land use planning and emergency management planning programs. The update to the original 2005 Hazard Mitigation Plan was approved by FEMA in October of 2011 and adopted by the Board of Directors in February of 2012. This document is a federally mandated update to the Omnitrans 2012 Hazard Mitigation Plan and ensures continuing eligibility for Hazard Mitigation Grant Program (HMGP) funding.

DMA 2000 was designed to establish a national program for pre-disaster mitigation, streamline disaster relief at the federal and state levels, and control federal disaster assistance costs. Congress believed these requirements would produce the following benefits:

- ✓ Reduce loss of life and property, human suffering, economic disruption, and disaster costs.
- ✓ Prioritize hazard mitigation at the local level with increased emphasis on planning and public involvement, assessing risks, implementing loss reduction measures, and ensuring critical facilities/services survive a disaster.
- ✓ Promote education and economic incentives to form community-based partnerships and leverage non-federal resources to commit to and implement long-term hazard mitigation activities.

The following FEMA definitions are used throughout this plan (Source: FEMA, 2002, *Getting Started, Building Support for Mitigation Planning*, FEMA 386-1):

Hazard Mitigation – “Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards”.

Planning – “The act or process of making or carrying out plans; specifically, the establishment of goals, policies, and procedures for a social or economic unit.”

Planning Approach

The four-step planning approach outlined in the FEMA publication, *Developing the Mitigation Plan: Identifying Mitigation Actions and Implementing Strategies* (FEMA 386-3) was used to develop this plan:

- ✓ **Develop mitigation goals and objectives** - The risk assessment (hazard characteristics, inventory, and findings), along with municipal policy documents, were utilized to develop mitigation goals and objectives.
- ✓ **Identify and prioritize mitigation actions** - Based on the risk assessment, goals and objectives, existing literature/resources, and input from participating entities, mitigation activities were identified for each hazard.
- ✓ **Prepare implementation strategy** - Generally, high priority activities are recommended for implementation first. However, based on organizational needs and goals, project costs, and available funding, some medium or low priority activities may be implemented before some high priority items.
- ✓ **Document mitigation planning process** - The mitigation planning process is documented throughout this plan.

Hazard Land Use Policy in California

Planning for hazards should be an integral element of any local government's land use planning program. All California cities and counties have General Plans (also known as Comprehensive Plans) and the implementing ordinances that are required to comply with the statewide land use planning regulations. Since Omnitrans is a special district entity (joint powers authority), the only "land use" controls pertain to properties owned by Omnitrans. Even in those cases, the underlying land use regulations are prepared and enforced by the controlling jurisdiction (e.g. Omnitrans Headquarters is located in the City of San Bernardino).

The continuing challenge faced by local officials and state government is to keep the network of local plans effective in responding to the changing conditions and needs of California's diverse communities, particularly in light of the very active seismic region in which we live.

Planning for hazards requires a thorough understanding of the various hazards facing the Omnitrans service area. Additionally, it's important to take an inventory of the structures and contents of various holdings of Omnitrans. These inventories should include the compendium of hazards facing Omnitrans, the built environment at risk, the personal property that may be damaged by hazard events and most of all, the people who live in the shadow of these hazards. Such an analysis is found in this hazard mitigation plan.

State and Federal Partners in Hazard Mitigation

As mentioned above, all mitigation is local and the primary responsibility for development and implementation of risk reduction strategies and policies lies with each local jurisdiction. Local jurisdictions, however, are not alone. Partners and resources exist at the regional, state and federal levels. Numerous California state agencies have a role in hazards and hazard mitigation.

Some of the key agencies include:

- ✓ California Office of Emergency Services (Cal OES) is responsible for disaster mitigation, preparedness, response, recovery, and the administration of federal funds after a major disaster declaration;
- ✓ Southern California Earthquake Center (SCEC) gathers information about earthquakes, integrates information on earthquake phenomena, and communicates this to end-users and the general public to increase earthquake awareness, reduce economic losses, and save lives.

- ✓ California Department of Forestry and Fire Protection (CAL FIRE) is responsible for all aspects of wildland fire protection on private and state properties, and administers forest practices regulations, including landslide mitigation, on non-federal lands.
- ✓ California Division of Mines and Geology (DMG) is responsible for geologic hazard characterization, public education, and the development of partnerships aimed at reducing risk.
- ✓ California Division of Water Resources (DWR) plans, designs, constructs, operates, and maintains the State Water Project; regulates dams; provides flood protection and assists in emergency management. It also educates the public, serves local water needs by providing technical assistance
- ✓ FEMA provides hazard mitigation guidance, resource materials, and educational materials to support implementation of the capitalized DMA 2000.
- ✓ United States Census Bureau (USCB) provides demographic data on the populations affected by natural disasters.
- ✓ United States Department of Agriculture (USDA) provides data on matters pertaining to land management.

Q&A | ELEMENT A: PLANNING PROCESS | A3

Q: Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))

A: See **Stakeholders** below.

Stakeholders

A Hazard Mitigation Planning Team (Planning Team) consisting of staff worked with Emergency Planning Consultants to create the updated Plan. **The Planning Team served as the primary stakeholders throughout the planning process.**

As required by DMA 2000, the Planning Team involved “the public”. The general public and external agencies were invited to contribute to the mitigation plan during the plan writing phase. The Second Draft Plan was announced and posted on the Omnitrans’ website on August 2, 2017. External agencies were emailed information about the availability on the Omnitrans website of the Second Draft Plan. See

The general public and external agencies served as secondary stakeholders with opportunity to contribute to the plan during the Plan Writing Phase of the planning process.

Hazard Mitigation Legislation

Hazard Mitigation Grant Program

In 1974, Congress enacted the Robert T. Stafford Disaster Relief and Emergency Act, commonly referred to as the Stafford Act. In 1988, Congress established the Hazard Mitigation Grant Program (HMGP) via Section 404 of the Stafford Act. Regulations regarding HMGP implementation based on the DMA 2000 were initially changed by an Interim Final Rule (44 CFR Part 206, Subpart N) published in the Federal Register on February 26, 2002. A second Interim Final Rule was issued on October 1, 2002.

The HMGP helps states and local governments implement long-term hazard mitigation measures for natural hazards by providing federal funding following a federal disaster declaration. Eligible applicants include state and local agencies, Indian tribes or other tribal organizations, and certain nonprofit organizations.

In California, the HMGP is administered by Cal OES. Examples of typical HMGP projects include:

- ✓ Property acquisition and relocation projects
- ✓ Structural retrofitting to minimize damages from earthquake, flood, high wind, wildfire, or other natural hazards
- ✓ Elevation of flood-prone structures
- ✓ Vegetative management programs, such as:
 - Brush control and maintenance
 - Fuel break lines in shrubbery
 - Fire-resistant vegetation in potential wildland fire areas

Pre-Disaster Mitigation Program

The Pre-Disaster Mitigation Program (PDM) was authorized by §203 of the Stafford Act, 42 United States Code, as amended by §102 of the DMA 2000. Funding is provided through the National Pre-Disaster Mitigation Fund to help state and local governments (including tribal governments) implement cost-effective hazard mitigation activities that complement a comprehensive mitigation program.

In Fiscal Year 2017, two types of grants (planning and competitive) were offered under the PDM Program. Planning grants allocate funds to each state for Mitigation Plan development. Competitive grants distribute funds to states, local governments, and federally recognized Indian tribal governments via a competitive application process. FEMA reviews and ranks the submittals based on pre-determined criteria. The minimum eligibility requirements for competitive grants include participation in good standing in the National Flood Insurance Program (NFIP) and a FEMA-approved Mitigation Plan.

(Source: <http://www.fema.gov/fima/pdm.shtm>)

“Floods and hurricanes happen. The hazard itself is not the disaster – it’s our habits, it’s how we build and live in those areas...that’s the disaster.”

**Craig Fugate,
Former FEMA Director**

Flood Mitigation Assistance Program

The Flood Mitigation Assistance (FMA) Program was created as part of the National Flood Insurance Reform Act (NFIRA) of 1994 (42 U.S.C. 4101). Financial support is provided through the National Flood Insurance Fund to help states and communities implement measures to reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes, and other structures insurable under the NFIP.

Three types of grants are available under FMA: planning, project, and technical assistance. Planning grants are available to states and communities to prepare Flood Mitigation Plans. NFIP-participating communities with approved Flood Mitigation Plans can apply for project grants to implement measures to reduce flood losses. Technical assistance grants in the

amount of 10 percent of the project grant are available to the state for program administration. Communities that receive planning and/or project grants must participate in the NFIP. Examples of eligible projects include elevation, acquisition, and relocation of NFIP-insured structures. (Source: <http://www.fema.gov/fima/fma.shtm>)

Q&A | ELEMENT C. MITIGATION STRATEGY | C2

Q: Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))

A: See **NFIP Participation** below.

National Flood Insurance Program

Established in 1968, the NFIP provides federally-backed flood insurance to homeowners, renters, and businesses in communities that adopt and enforce floodplain management ordinances to reduce future flood damage. Omnitrans does not control land use so has no "floodplain management ordinance" or a floodplain administrator. Furthermore, the Omnitrans service area and its facilities rely on infrastructure (roads, bridges, etc.) throughout an expansive area included in many Flood Insurance Rate Maps (FIRM) that show floodways, 100-year flood zones, and 500-year flood zones.

NFIP Participation

Omnitrans facilities are located in the City of San Bernardino and the City of Montclair, both of whom participate in NFIP. The FEMA FIRM maps for the project area were last updated September 2, 2016 and August 28, 2008. It's important to note that FEMA flood maps are not entirely accurate. The studies and maps represent flood risk at the point in time when FEMA completed the studies, and does not incorporate planning for floodplain changes in the future due to new development. Although FEMA is considering changing that policy, it is optional for local communities.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B4

Q: Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii))

A: See **Repetitive Loss Properties** below.

Repetitive Loss Properties

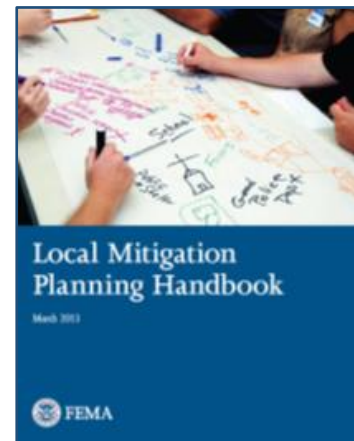
Repetitive Loss Properties (RLPs) are most susceptible to flood damages; therefore, they have been the focus of flood hazard mitigation programs. Unlike a Countywide program, the Floodplain Management Plan (FMP) for repetitive loss properties involves highly diversified property profiles, drainage issues, and property owner's interest. It also requires public involvement processes unique to each RLP area. The objective of an FMP is to provide specific potential mitigation measures and activities to best address the problems and needs of communities with repetitive loss properties. A repetitive loss property is one for which two or more claims of \$1,000 or more have been paid by the National Flood Insurance Program (NFIP) within any given ten-year period. According to FEMA resources, none of the Omnitrans facility locations are designated as a Repetitive Loss Property (RLPs).

State and Federal Guidance in Hazard Mitigation

While local jurisdictions have primary responsibility for developing and implementing hazard mitigation strategies, they are not alone. Various state and federal partners and resources can help local agencies with mitigation planning.

The Mitigation Plan was prepared in accordance with the following regulations and guidance documents:

- ✓ DMA 2000 (Public Law 106-390, October 10, 2000)
- ✓ 44 CFR Parts 201 and 206, Mitigation Planning and Hazard Mitigation Grant Program, Interim Final Rule, October 1, 2002
- ✓ 44 CFR Parts 201 and 206, Mitigation Planning and Hazard Mitigation Grant Program, Interim Final Rule, February 26, 2002
- ✓ How-To Guide for Using HAZUS-MH for Risk Assessment, (FEMA 433), February 2004
- ✓ Mitigation Planning “How-to” Series (FEMA 386-1 through 9 available at: <http://www.fema.gov/fima/planhowto.shtm>)
- ✓ Getting Started: Building Support For Mitigation Planning (FEMA 386-1)
- ✓ Understanding Your Risks: Identifying Hazards and Estimating Losses (FEMA 386-2)
- ✓ Developing the Mitigation Plan: Identifying Mitigation Actions and Implementing Strategies (FEMA 386-3)
- ✓ Bringing the Plan to Life: Implementing the Mitigation Plan (FEMA 386-4)
- ✓ Using Benefit-Cost Review in Mitigation Planning (FEMA 386-5)
- ✓ Integrating Historic Property and Cultural Resource Considerations into Mitigation Planning (FEMA 386-6)
- ✓ Integrating Manmade Hazards into Mitigation Planning (FEMA 386-7)
- ✓ Multi-Jurisdictional Mitigation Planning (FEMA 386-8)
- ✓ Using the Mitigation Plan to Prepare Successful Mitigation Projects (FEMA 386-9)
- ✓ State and Local Plan Interim Criteria Under the DMA 2000, July 11, 2002, FEMA
- ✓ Mitigation Planning Workshop for Local Governments-Instructor Guide, July 2002, FEMA
- ✓ Report on Costs and Benefits of Natural Hazard Mitigation, Document #294, FEMA
- ✓ LHMP Development Guide – Appendix A - Resource, Document, and Tool List for Local Mitigation Planning, December 2, 2003, Cal OES
- ✓ Local Mitigation Plan Review Guide (FEMA 2011)
- ✓ Local Mitigation Planning Handbook (FEMA 2013)



How is the Plan Organized?

The structure of the plan enables the reader to use a section of interest to them and allows OmniTrans to review and update sections when new data is available. The ease of incorporating new data into the plan will result in a Mitigation Plan that remains current and relevant.

Following is a description of each section of the plan:

Part I: Planning Process

Introduction

Describes the background and purpose of developing a mitigation plan.

Planning Process

Describes the mitigation planning process including: stakeholders and integration of existing data and plans.

Part II: Risk Assessment

Community Profile

Summarizes the history, geography, demographics, and socioeconomics of the OmniTrans service area.

Risk Assessment

This section provides information on hazard identification, vulnerability and risk associated with hazards in the OmniTrans service area.

OmniTrans Hazard Analysis

Describes the hazards posing a significant threat to the OmniTrans service area including:

Earthquake | Wildfire | Flooding | Drought | Technological & Human-Caused

The OmniTrans-Specific Hazard Analysis includes information on previous occurrences, local conditions, hazard assessment, and local impacts including climate change

Part III: Mitigation Strategies

Mitigation Strategies

Documents the goals, community capabilities, and priority setting methods supporting the Plan. Also highlights the Mitigation Actions Matrix: 1) goals met; 2) identification, assignment, timing, and funding of mitigation activities; 3) benefit/cost/priorities; 4) plan implementation method; and 5) activity status.

Plan Maintenance

Establishes tools and guidelines for maintaining and implementing the Mitigation Plan.

Part IV: Appendix

The plan appendices are designed to provide users of the Mitigation Plan with additional information to assist them in understanding the contents of the mitigation plan, and potential resources to assist them with implementation.

General Hazard Overviews

Generalized subject matter information discussing the science and background associated with the identified hazards.

Attachments

- FEMA Letter of Approval
- Board of Directors Staff Report
- Board of Directors Resolution
- Planning Team sign-in sheets, agendas, and minutes
- General public web postings and notices
- External agency email invitation
- References
- Listing of Maps, Tables, and Figures

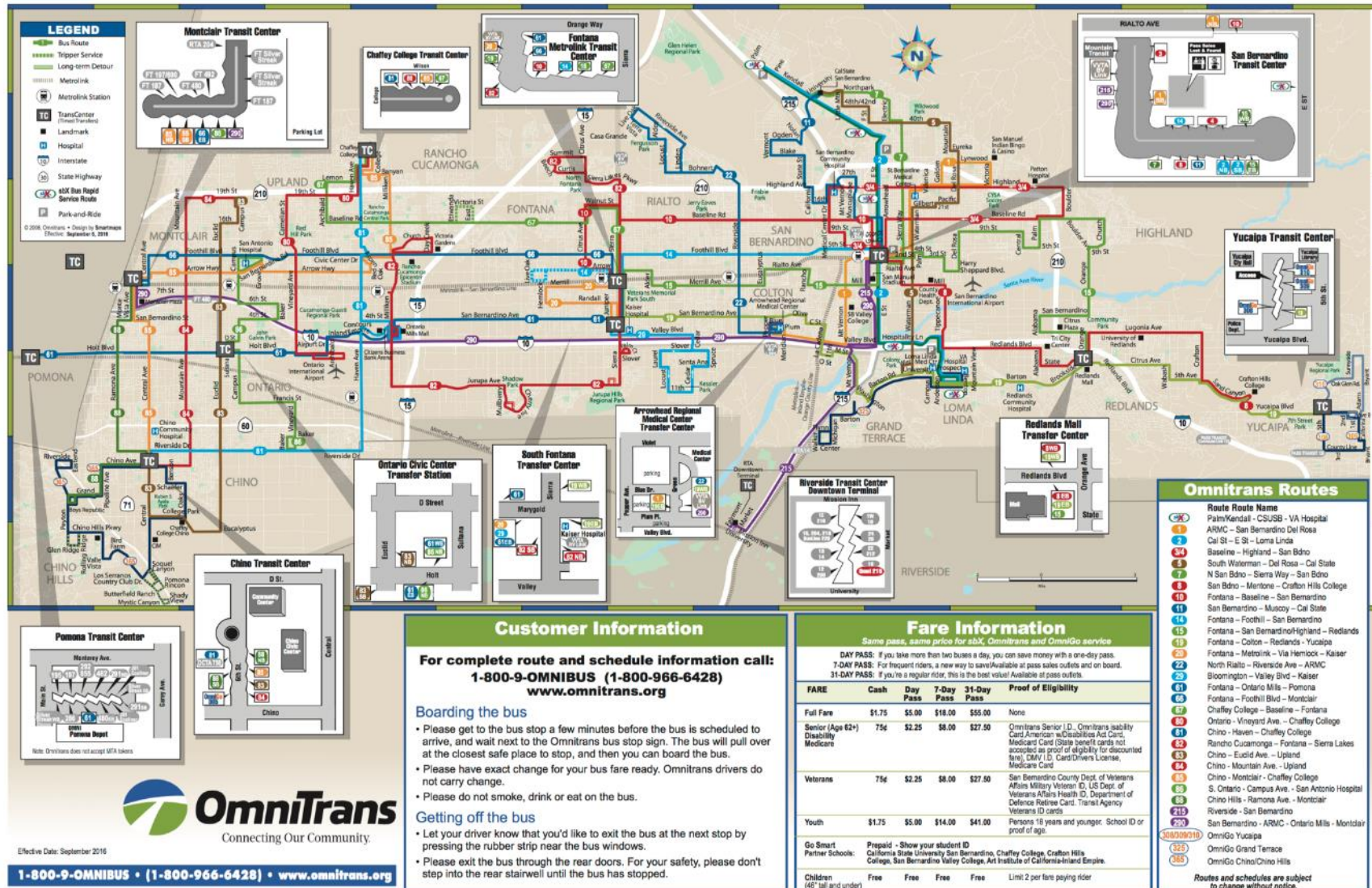
Plan Adoption and Approval

As per DMA 2000 and supporting Federal regulations, the Mitigation Plan is required to be adopted by the Omnitrans Board of Directors and approved by FEMA. See the **Planning Process Section** for details.

Who Does the Mitigation Plan Affect?

This plan provides a framework for planning for the identified hazards. The resources and background information in the plan are applicable to the entire Omnitrans service area. **Map: Omnitrans System** shows the regional proximity of Omnitrans and nearby communities.

Map: Omnitrans System
(Source: www.omnitrans.org)



Planning Process

Throughout the project, the Planning Team served as the primary stakeholders while also making a concerted effort to gather information from the general public, external agencies (joint powers authority jurisdictions, utility providers, and special districts). In addition, the Planning Team solicited information from agencies and people with specific knowledge of hazards and past historical events, as well as building codes and facilities maintenance planning. The hazard mitigation strategies contained in this plan were developed through an extensive planning process involving Omnitrans staff, general public, and external agencies.

Following review and input by the Planning Team to the First Draft Plan, next, during the Plan Writing Phase, the Second Draft Plan was shared with the general public and external agencies (joint powers authority jurisdictions, utility providers, special districts, etc.). The general public and external agencies served as the secondary stakeholders. Next, the comments gathered from the secondary stakeholders were incorporated into a Third Draft Plan which was submitted to Cal OES and FEMA along with a request for a conditional approval.

Next, the Planning Team completed amendments to the Plan to reflect mandated input by Cal OES and FEMA. The Final Draft Plan was then posted in advance of the Board of Directors public meeting. Any comments gathered were included in the staff report to the Board of Directors. Following adoption by the Omnitrans Board of Directors, proof of adoption was forwarded to FEMA with a request for final approval. The FEMA Letter of Approval was included in the Final Plan. The planning process described above is portrayed below in a timeline:

Q&A | ELEMENT A: PLANNING PROCESS | A1a.

Q: Does the plan document the planning process, including how it was prepared (with a narrative description, meeting minutes, sign-in sheets, or another method)?

A: See **Plan Methodology and Planning Phases Timeline** below.

Q&A | ELEMENT A: PLANNING PROCESS | A3

Q: Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))

A: See **Planning Phases Timeline** below.

Figure: Planning Phases Timeline

PLANNING PHASES TIMELINE				
Plan Writing Phase (First & Second Draft Plan)	Plan Review Phase (Third Draft Plan)	Plan Adoption Phase (Final Draft Plan)	Plan Approval Phase (Final Plan)	Plan Implementation Phase
<ul style="list-style-type: none"> Planning Team input – research, meetings, writing, review of First Draft Plan Incorporate input from the Planning Team into Second Draft Plan Invite public and external agencies via email and web posting to review, comment, and contribute to the Second Draft Plan Incorporate input into the Third Draft Plan 	<ul style="list-style-type: none"> Third Draft Plan sent to Cal OES and FEMA for conditional approval Address any mandated revisions identified by Cal OES and FEMA into Fourth Draft Plan Invite public and external agencies to review, comment, and contribute to the Fourth Draft Plan 	<ul style="list-style-type: none"> Incorporate input into the Planning Team staff report Post public notice of Board of Directors meeting Final Draft Plan distributed to Board of Directors in advance of meeting Present Final Draft Plan to the Board of Directors Board of Directors Adopted Plan 	<ul style="list-style-type: none"> Submit Proof of Adoption to FEMA with request for final approval Receive FEMA Letter of Approval Incorporate FEMA approval into the Final Plan 	<ul style="list-style-type: none"> Conduct annual Planning Team meetings Integrate mitigation action items into budget, Facilities Maintenance plan and other funding and strategic documents



Plan Methodology

The Planning Team discussed knowledge of hazards and past historical events, as well as building codes and facilities maintenance plans.

The rest of this section describes the mitigation planning process including 1) Planning Team involvement, 2) general public and external agency involvement; and 3) integration of existing data and plans.

Q&A | ELEMENT A: PLANNING PROCESS | A1a.

Q: Does the plan document the planning process, including how it was prepared (with a narrative description, meeting minutes, sign-in sheets, or another method)? (Requirement §201.6(c)(1))

A: See **Planning Team Involvement** below.

Planning Team Involvement

The Planning Team consisted of representatives from different Omnitrans departments with a role in hazard mitigation processes. The Planning Team served as the primary stakeholders throughout the planning process. The general public and external agencies served as secondary stakeholders in the planning process. The Planning Team was responsible for the following tasks:

- ✓ Confirming planning goals
- ✓ Prepare timeline for plan update
- ✓ Ensure plan meets DMA 2000 requirements
- ✓ Organize and solicit involvement of public and external agencies
- ✓ Analyze existing data and reports
- ✓ Update hazard information
- ✓ Review HAZUS loss projection estimates
- ✓ Update status of Mitigation Action Items
- ✓ Develop new Mitigation Action Items
- ✓ Participate in Planning Team meetings and Board of Directors public meeting
- ✓ Provide existing resources including maps and data

The Planning Team, with assistance from Emergency Planning Consultants, identified and profiled hazards; determined hazard rankings; estimated potential exposure or losses; evaluated development trends and specific risks; and developed mitigation goals and action items.

Table: Planning Team Level of Participation

Name	Research and Writing of Plan	Planning Team Meeting 11/2/2016	Planning Team Meeting 1/16/17	Planning Team Comment on First Draft Plan	Review input from public, and external agencies of the Second Draft Plan	Distribute Second Draft Plan to general public and external agencies	Submit Third Draft Plan to Cal OES/FEMA for Conditional Approval	Post Final Draft Plan in advance of Board of Director meeting	Present Final Draft Plan to Board of Directors at Public Meeting for Plan Adoption	Submit Proof of Adoption to FEMA for Final Approval
Omnitrans										
Mark Crosby		X		X	X	X	X	X	X	X
Dylan Firth		X		X						
Terry Morocco		X		X						
Barbara Erwin		X		X						
Emergency Planning Consultants										
Carolyn J. Harshman	X	X	X		X	X	X	X	X	X

Table: Planning Team Timeline

	September 2016	October	November	December	January 2017	February-July	August	September	October	November	December	January 2018	February-October	November
Research and Writing of First Draft Plan	X	X	X	X	X									
Planning Team Meetings				X	X									
Planning Team Review and Comment on First Draft Plan					X									
Post Second Draft Plan and solicit input from general public and external agencies							X	X						
Submit Third Draft Plan to Cal OES/FEMA for Approval Pending Adoption											X			
Incorporate mandated amendments into Final Draft Plan											X			
Post Final Draft Plan in advance of Board of Directors meeting.														
Present Final Draft Plan to Board of Directors at Public Meeting														
Submit Proof of Adoption to FEMA														
Incorporate FEMA Approval into Final Plan														

Q&A | ELEMENT A: PLANNING PROCESS | A2a.

Q: Does the plan document an opportunity for neighboring communities, local, and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, as well as other interested parties to be involved in the planning process?
 (Requirement §201.6(b)(2))

A: See **Secondary Stakeholder Involvement** below.

Q&A | ELEMENT A: PLANNING PROCESS | A2b.

Q: Does the plan document an opportunity for neighboring communities, local, and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, as well as other interested parties to be involved in the planning process?
 (Requirement §201.6(b)(2))

A: See **Secondary Stakeholder Involvement** below.

Secondary Stakeholder Involvement

In addition to the Planning Team, the secondary stakeholders also provided information, expertise, and other resources during plan writing phase. The secondary stakeholders included the Omnitrans staff, general public (including riders), and external agencies. All gathered input was incorporated into the Third Draft Plan prior to distribution to Cal OES and FEMA. Following is a specific accounting of the date, source, information gathered, and use of information during the Plan Writing Phase:

Date Invited to Provide Input or Input Gathered	Agency Represented, Name, Position Title	Information Gathered	How Information was Addressed
July 2017	Omnitrans Staff & Public via the Omnitrans Newsletter	No comments received.	
July 2017	City of Chino, Chris Wolff, Administrative Services Manager	No comments received.	
July 2017	City of Chino Hills, Bonnie Michaels, Emergency Services Coordinator	No comments received.	
July 2017	City of Colton, Shannon Kendall, Emergency Services Coordinator	No comments received.	
July 2017	City of Fontana, Kevin Goltara, Police Sergeant	No comments received.	
July 2017	City of Grand Terrace, Harold Duffey, City Manager	No comments received.	
July 2017	City of Highland, David Daniely, Administrative Analyst	No comments received.	
July 2017	City of Loma Linda, Shannon, Kendall, Emergency Services Coordinator	No comments received.	

Date Invited to Provide Input or Input Gathered	Agency Represented, Name, Position Title	Information Gathered	How Information was Addressed
July 2017	City of Montclair, Steve Jackson, Deputy Fire Chief	No comments received.	
July 2017	City of Ontario, Ray Cheung, Emergency Manager	No comments received.	
July 2017	City of Rancho Cucamonga, Breanna Medina, Emergency Manager	No comments received.	
July 2017	City of Redlands, Fay Glass, Emergency Operations Manager	No comments received.	
July 2017	City of Rialto, Art Poduska, Battalion Chief	No comments received.	
July 2017	City of San Bernardino, Eric Fyvie, Sergeant	No comments received.	
July 2017	City of Upland, Dave Corbin, Deputy Fire Chief	No comments received.	
July 2017	City of Yucaipa, Jennifer Shankland, Deputy City Manager	No comments received.	
July 2017	County of San Bernardino, Mike Antonucci, Emergency Services Manager	No comments received.	
July 2017	San Bernardino City Unified School District, Eric Vetere, Safety/Security Manager	No comments received.	
July 2017	San Manuel Band of Mission Indians, Mike Russ, Disaster Services Manager / Fire Captain	No comments received.	
July 2017	San Bernardino Community College District, Chris Grant, Emergency Preparedness Coordinator	No comments received.	

External agencies listed above were invited via email and provided with an electronic link to the Omnitrans website. Following is the email distributed along with the invitation to contribute:

Figure: External Agencies Email Invite

Hello,

OmniTrans is in the process of updating its 2012 Hazard Mitigation Plan (Plan). As you know, mitigation plans are regulated by the federal government through the Disaster Mitigation Act of 2000. They are required to identify the natural hazards, however OmniTrans has opted to also include human-caused and technological hazards within our service area in order to be better aware and prepared for a broader range of hazards. The Plan provides a list of mitigation action items that will be used to reduce the impacts from the identified hazards.

Part of the mandated approval process for the Plan requires the authoring jurisdiction to share the draft plan with key stakeholders and solicit comments during the "plan writing phase". Should you have interest (and time), feel free to review the Draft Plan and share any comments with me by August 15, 2017. If you are not able to provide comments by that date, I will move forward with the understanding that you do not have any concerns and are comfortable with the Draft Plan as it is written.

Thank you in advance for your time and assistance with this project. I look forward to reading any comments that may come my way.

Mark Crosby, Security & Emergency Preparedness Coordinator
 OmniTrans
 Mark.Crosby@OmniTrans.org
 (909) 379-7117

OmniTrans Newsletter – March 2017

OmniViews

An OmniTrans Employee Publication

March 2017

Hazard Mitigation Planning

When it comes to safety and security, the team here at OmniTrans takes a proactive approach so that our employees, customers, and surrounding community are well prepared in advance in the event of a disaster.

"Hazard mitigation is preparing for natural disasters. We can't prevent them from happening, but we can learn from past events, mitigate, and pre-plan for how we're going to get through one," explains Safety, Security, and Regulatory Compliance Manager Barbara Erwin. The 2017 plan will be an update which covers potential disasters including earthquakes, fires, and floods.

In compliance with Federal Emergency Management Agency (FEMA) guidelines, the Safety and Security Office (AKA the Hazard Mitigation Planning Team) has already begun the process which includes:

- Develop a Planning Team;
- Identify hazards of concern (particularly floods, fires and earthquakes);
- Profile hazards;
- Estimate potential risk and potential losses
- Develop mitigation strategies and goals; and,
- Develop plan maintenance procedures for implementation after the California Office of Emergency Services (Cal OES) review and FEMA approval of the HMP.

OmniTrans is now in the process of notifying our neighboring community about the hazard mitigation process we have planned and soliciting public comments and input. In addition to the general public, OmniTrans will reach out to members of our joint powers agreement as well as other external agencies.

In addition to staff, local stakeholders will review the plan as well since OmniTrans plays a community role when a disaster occurs. "Transit is critical infrastructure, so depending on the event, we may be called upon to provide emergency transportation," said Security and Emergency Preparedness Coordinator Mark Crosby.


The agency has assisted with both fire and flood emergencies in the past as well as the December 2, 2015 terrorist attack in San Bernardino.

Priorities for the updated HMP include:

- Protecting Life and Property;
- Enhancing Public Awareness;
- Protecting Natural Systems;
- Increasing Partnerships; and,
- Improving Emergency Services

These goals will guide the development and implementation of specific mitigation activities.

To discover hazards in your area and learn steps to reduce personal risk visit MyHazards - a tool for the general public complete with maps and area information. Check it out at: <http://myhazards.caloes.ca.gov/>



Employee of the Quarter: Christina Diaz

When Employee of the Quarter Christina Diaz is not leading a new class of coach operators through their five-week training period, she can be found working on tasks to improve our fleet safety or enhance our operation processes. She currently also sits on the Accident Tracking and Prevention Committee and is an alternate representative on the Accident Incident Review Committee.

Over the last quarter, Christina, a fleet safety and training instructor, has become the first in the Training section to complete the Leadership Action Plan program and the University of the Pacific Transit Management certification, and developed an employee proficiency form that improved

continued on page 2



In advance of the Board of Directors public meeting the Omnitrans staff (via Newsletter), general public (via public noticing) and external agencies (via email invitation) were informed of the Final Draft Plan and encouraged to provide input and attend the public meeting. Gathered comments from the public and external agencies were noted in the Planning Team Staff Report and added to the Final Plan.

Q&A | ELEMENT C. MITIGATION STRATEGY | C1a.

Q: Does the plan document each jurisdiction's existing authorities, policies, programs and resources? (Requirement §201.6(c)(3))

A: See **Capability Assessment – Existing Processes and Programs** below.

Capability Assessment – Existing Processes and Programs

Omnitrans will incorporate mitigation planning as an integral component of daily operations. This will be accomplished by the Planning Team working with their respective departments to integrate mitigation strategies into the planning documents and Omnitrans' operational guidelines. In addition to the Capability Assessment below, the Planning Team will strive to identify additional policies, programs, practices, and procedures that could be created or modified to address mitigation activities.

Table: Capability Assessment - Existing Processes and Programs

Resource Type	Resource Name	Ability to Support Mitigation
Personnel	Hazard Mitigation Planning Team	<p>Hazard Mitigation Planning Team is made up of representatives from the Safety & Security Division. In addition to responsibility to prepare each of the 5-year plan updates as required by FEMA, the Planning Team is responsible for implementing, monitoring, and evaluating the plan during its annual meetings.</p> <p><i>In the future, the Planning Team should be expanded to include representatives from each of the departments with responsibility for any mitigation action items.</i></p>
Personnel	Administration Department	<p>The Administration Department budget currently includes budgets for the CEO/General Manager, Deputy CEO/General Manager, Director of Internal Audit Services and their administrative support staff. The CEO/General Manager serves as the Chief Executive Officer for Omnitrans. Appointed by the Board, the CEO/General Manager is responsible for the overall administration of all Omnitrans departments and oversees the enforcement of all pertinent State/Federal laws. This office is responsible on a day-to-day basis for the efficient performance of all operations, responsible for implementing Board policy and formulating staff recommendations for Board review on policy matters. Included in this program are legislative relations/policy analysis, administrative analysis, and general oversight of operations. The CEO/General Manager oversees the preparation of the budget and is responsible for the administration of the budget once adopted by the Board. Administration carries out the duties assisting in preparation of Board agendas, minutes, maintaining all official documents of the Omnitrans records of proceedings, deeds, agreements, contracts, filing annual disclosure statements, and coordination of board committees. The Director of Internal Audit Services reports to the CEO/General Manager and is responsible for all internal audit functions. This position is responsible for determining risk assessments and appropriate internal audits. The Director of Internal Audit Services also reports indirectly to the Board of Directors, Administrative & Finance Committee which also is the audit committee.</p>
Personnel	Operations Department	<p>The Operations Department is responsible for organizing, implementing, coordinating and directing service delivery for all of the Agency's fixed routes and</p>

Resource Type	Resource Name	Ability to Support Mitigation
		all fleet safety and training programs. Our State and Federal DOT certified Instructors provide initial and periodic training for our operating personnel in all aspects of agency policy and procedure, legal requirements, vehicles and related equipment as well as administer our National Safety Council fleet safety program.
Personnel	Maintenance Department	<p>The Maintenance Department administers three areas of responsibility: Administration, Maintenance and Building/Engineering. The major program is the maintenance of the revenue vehicles to meet operating schedules, the repair and body work for the revenue fleet, passenger vehicles and vans, as well as light and heavy-duty trucks. The program in addition maintains and repairs Omnitrans generators, compressors, and power equipment as well as performing specific tasks relating to general welding and fabrication for the department. The Building/Engineering/Construction program assists with and ensures Omnitrans facilities meet City, State, and Federal regulations and standards. All major remodels, repairs and maintenance of all facilities and buildings are managed through the Maintenance Department.</p> <p><i>Future Planning Team meetings (including Annual Implementation Meeting) should include a representative of the Maintenance Department.</i></p>
Personnel	Information Technology Services Department	<p>The Information Technology Services Department is charged with managing all fixed based technology deployed at Omnitrans. The Information Technology Services department supports over 50 applications. For each system, a level of I.T.S. support has been identified by the IT Steering Committee. By policy, I.T.S. replaces 25% of the personal computers due to maintenance and software problems. A Computer training facility has been established. The Director of I.T. chairs the Information Systems Steering Committee which meets monthly.</p>
Personnel	Marketing & Planning Department	<p>At Omnitrans, marketing, public relations, planning and customer service functions fall within the Marketing & Planning Department. The marketing and planning functions work together to identify customer and community transportation needs in order to develop and enhance service offerings then effectively communicate them to the public. The marketing/public relations section is responsible for all community outreach efforts and customer communications, both</p>

Resource Type	Resource Name	Ability to Support Mitigation
		<p>printed and electronic, paid advertising, publicity and media relations. Omnitrans utilizes an advertising agency to provide advertising and design services including creative development, graphic design, media buying and webmaster responsibilities. The planning section prepares the Agency's short-range transit plan, annual service plan, development of new service, and monitors existing service to recommend changes. They also handle public outreach related to service and fare changes and system development. The stops and stations team work to keep up the appearance of bus stops and transit centers and provide informational signage at stops. The customer service section provides customer assistance in the Agency's call center and San Bernardino Transit Center seven days a week. This section also manages fare media sales, reduced fare ID cards, lost and found and reception.</p> <p><i>Future Planning Team meetings and Annual Implementation Meetings should include a representative of the Marketing & Planning Department.</i></p>
Personnel	Human Resources Department	<p>The Human Resources Department plans, coordinates and administers a comprehensive human resources management program which subscribes to merit principles of personnel administration, fosters an organizational climate of confidence and trust, and promotes a proactive approach to manpower planning and resources administration. The Director and staff administers Omnitrans claims for Workers' Compensation benefits, working with outside counsel to monitor, control and resolve litigated claims, and provides training for various departments in order to minimize the potential risk of future losses. Human Resources is responsible for staff development to provide an opportunity for employees to have a direct impact on the workplace through participation in joint problem-solving activities with management.</p> <p><i>Future Planning Team meetings and Annual Implementation Meetings should include a representative of the Human Resources Department.</i></p>
Personnel	Safety and Security Section	<p>Under the general administration of the CEO/General Manager, and reporting to the Director of Human Resources and Safety and Regulatory Compliance, the Safety and Security Section is responsible for all physical plant/transit system safety compliance</p>

Resource Type	Resource Name	Ability to Support Mitigation
		<p>and Security/Public Safety Programs. Many of these programs are under the oversight of the Federal Transit Administration, Transportation Safety Administration/Department of Homeland Security as well as State, County, and Local Public Safety and Safety & Environmental Compliance agencies. Omnitrans has an ongoing internal process of reviewing operations, procedures, and processes, as well as interfacing with local public Law, Fire, and Emergency Service first response agencies for external coordination, support and feedback. The staff of this section meet routinely with San Bernardino County Public Safety and Emergency Services Organizations as well as regional and state public safety and transportation safety officials. The staff is responsible for the generation of various regulatory reports and records as well as monthly reporting of transit system and security events/incidents to the FTA - National Transit Database Reporting System.</p> <p><i>The Safety and Security Section's Safety & Emergency Preparedness Coordinator serves as the Chair of the Planning Team and is designated as the Local Mitigation Officer. Also, the Coordinator is responsible for maintaining the SSERPP.</i></p>
Personnel	Procurement Department	<p>The Procurement Department ensures compliance with best practices and requirements as outlined in the Omnitrans' Procurement policies and procedures, and FTA C4220.1F. This includes the development of templates, model contracts, standard purchase order terms and conditions, and the implementation of procedures that will ensure fair and open competition and the equitable treatment of all potential bidders. Procurement assists departments in develop technical specifications and scopes of work and presents contracts to the Omnitrans Board for approval. While Departments are responsible for providing the budget, manpower and programmatic monitoring, Procurement is responsible for contract administration. The Director of Procurement monitors the integrity of the procurement system, measures procurements against contractual requirements, and identifies cost saving and avoidance opportunities such as consolidating procurements to benefit from economies of scale.</p>
Personnel	Finance Department	<p>The Finance Department is responsible for the control of all financial activities for Omnitrans, including the collection and disbursement of funds and ensuring that adequate resources are available. The department</p>

Resource Type	Resource Name	Ability to Support Mitigation
		has three programs: Finance Administration, Accounting and Accounting Services. Finance Administration: provides administrative support and direction to all finance programs as well as other Omnitrans Departments. Administrative functions include setting financial goals and objectives, planning financial policy, budget development, agency payroll, and budget training, administers self-insurance portions of Omnitrans risk programs. Accounting Section: Is charged with all the accounting functions in Omnitrans: Accounts Payable/Receivables - Responsible for the payment of outstanding obligations owed by Omnitrans, tracking end of period adjustments, fixed assets and project/grant management. Accounting Services: Is responsible for payroll services, daily cash collections, and assists the Director in tracking of funds in LAIF.
Plans	SSERPP	The SSERPP is a reference and procedural guide to operations during a major emergency impacting Omnitrans. The Plan includes a discussion on a wide range of hazards, organization and staffing of the Emergency Operations Center, and connectivity with field responders and external agencies. The Plan is an excellent source of hazard information for the Hazard Mitigation Plan.
Plans	Hazard Mitigation Plan	The Hazard Mitigation Plan identifies the natural and technological hazards present in the service area and includes strategies to reduce or eliminate risks. Updates to the Plan are coordinated with the hazard information and mitigation activities identified in the County of San Bernardino MJHMP as well as the HMP for the State of California.
Plans	Management Plan	The Management Plan for FY2019 focuses on sustaining existing service levels while maintaining performance on key issues such as safety and security, operating efficiencies, and technology. These themes carry forward into the FY 2019 Management Plan: 1. Financial Sustainability & Operational Cost Efficiencies 2. Service Expansion & Funding Growth 3. Technology 4. Safety and Security 5. Workforce Stability
Plans	Facilities Maintenance Plan	The Facilities Maintenance Plan provides standards and guidance to the Facilities Maintenance Department to ensure a safe, clean, orderly, cost-effective working environment that supports and

Resource Type	Resource Name	Ability to Support Mitigation
		contributes to Omnitrans' mission to provide San Bernardino Valley with comprehensive public mass transportation services which maximize customer use, comfort, safety, and satisfaction while efficiently using financial and other resources in an environmentally sensitive manner.
Plans	Operating Budget	The Operating Budget identifies funds for day-to-day administration functions of Omnitrans including: Salaries and Benefits, Services, Materials and Supplies, Occupancy, Casualty and Liability, Taxes, Purchased Transportation, Printing and Advertising, Miscellaneous, and Leases and Rentals.
Plans	Capital Budget	The Capital Budget identifies funds for purchase and maintenance of buildings, facilities, and large equipment required to maintain provision of Omnitrans services. Expenditure categories include: Facilities, Revenue Vehicles, Service Vehicles, Computer Equip. /Software, Operating / Other.

Q&A | ELEMENT A: PLANNING PROCESS | A4

Q: Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3))

A: See **Use of Existing Data** below.

Use of Existing Data

The Planning Team gathered and reviewed existing data and plans during plan writing and specifically noted as “sources”. Numerous electronic and hard copy documents were used to support the planning process:

Omnitrans Hazard Mitigation Plan (2012)

www.omnitrans.org

Applicable Incorporation: Community Profile section – employment and transportation data

County of San Bernardino Multi-Jurisdictional Mitigation Plan (2011)

Applicable Incorporation: Information about hazards in the County contributed to the hazard-specific sections in the Omnitrans Mitigation Plan.

California State Hazard Mitigation Plan (2013)

www.hazardmitigation.calema.ca.gov

Applicable Incorporation: Used to identify hazards posing greatest hazard to State.

HAZUS maps and reports

Created by Emergency Planning Consultants

Applicable Incorporation: Numerous HAZUS maps and reports have been included for Earthquake, Flooding, and Dam Inundation to determine specific risks and impacts to Omnitrans.

California Department of Finance

www.dof.ca.gov/

Applicable Incorporation: Community Profile section – demographic and population data

FEMA “How To” Mitigation Series (386-1 to 386-9)

www.fema.gov/media

Applicable Incorporation: Mitigation Measures Categories and 4-Step Planning Process are quoted in the Executive Summary.

National Flood Insurance Program

www.fema.gov/national-flood-insurance-program

Applicable Incorporation: Used to confirm there are no repetitive loss properties within the Omnitrans service area.

Local Flood Insurance Rate Maps

www.msc.fema.gov

Applicable Incorporation: Provided by FEMA and included in Flood Hazard section.

California Department of Forestry and Fire Protection (CALFIRE)

www.fire.ca.gov

Applicable Incorporation: Wildland fire hazard mapping

California Department of Conservation

www.conservation.ca.gov/cgs

Applicable Incorporation: Seismic hazards mapping

U.S. Geological Survey (USGS)

www.usgs.gov

Applicable Incorporation: Earthquake records and statistics

Q&A | ELEMENT E: PLAN ADOPTION | E1

Q: Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))

A: See **Plan Adoption Process** below.

Plan Adoption Process

Adoption of the plan by the local governing body demonstrates Omnitrans’ commitment to meeting mitigation goals and objectives. Governing body approval legitimizes the plan and authorizes responsible agencies to execute their responsibilities.

The Third Draft Plan was submitted to Cal OES and FEMA for review and approval. FEMA issued an Approval Pending Adoption on December 11, 2018 requiring the adoption of the Plan by the Omnitrans Board of Directors. The adoption resolution was included in the Final Draft Plan and resubmitted to FEMA along with a request to replace the Approval Pending Adoption with a FEMA Letter of Approval.

In preparation for the public meeting with the Board of Directors, the Planning Team prepared a Staff Report including an overview of the Planning Process, Risk Assessment, Mitigation Goals, and Mitigation Actions. The staff presentation concluded with a summary of the input received during the public review of the document. The meeting participants were encouraged to present their views and make suggestions on possible mitigation actions.

The Omnitrans Board of Directors heard the item on [REDACTED]. The Board voted [REDACTED] to adopt the updated Mitigation Plan. The Resolution of adoption is in the **Appendix**.

Plan Approval

FEMA approved the Plan on [REDACTED]. A copy of the FEMA Letter of Approval is in the **Appendix**.

Part II: RISK ASSESSMENT

Community Profile

Geography and the Environment

Omnitrans is the public transit agency serving the San Bernardino Valley. Founded in 1976 through a joint powers agreement, Omnitrans carries over 15 million passengers each year throughout its 480-square mile service area.

More than 85 percent of San Bernardino County is desert that contains low mountains, valleys, and dry lake bed. The remainder of the area consists of the San Bernardino Mountains and the San Bernardino Valley in the southwest corner of the county. Elevations in the county vary from 11,500 feet on the San Geronio Peak in the San Bernardino Mountains to the sea level at the southern end of Death Valley.



Climate

Climatic conditions in the county vary substantially with the topography and region. In general, the climate of the San Bernardino Valley is similar to coastal southern California, except that it is warmer in summer and is not as foggy. This area is well suited for growing citrus and other semitropical fruits. The monthly average daily extreme temperatures range from 37 to 96 degrees Fahrenheit in July. Temperatures at residential and resort elevations in the San Bernardino Mountains are from 15 to 20 degrees Fahrenheit colder than in the valley. The annual rainfall, most of which falls in the winter months, averages 16 inches in the valley area and from 20 to 30 inches in the mountains. The average annual rainfall in the desert area ranges from 2 to 5 inches.

Population and Demographics

The population of San Bernardino County is approximately 1.6 million. Of this total, 66 percent live in San Bernardino Valley; 82 percent live in the 23 incorporated cities and towns; and 285,000 live in the unincorporated (county) areas. City of San Bernardino, the county's largest city and county seat, has a population exceeding 185,000.

According to the United States Census Bureau, the demographic makeup of San Bernardino County is as follows:

Table: City of San Bernardino Demographics
 (Source: US Census Bureau 2010-2014 American Community Survey 5-year Estimates)

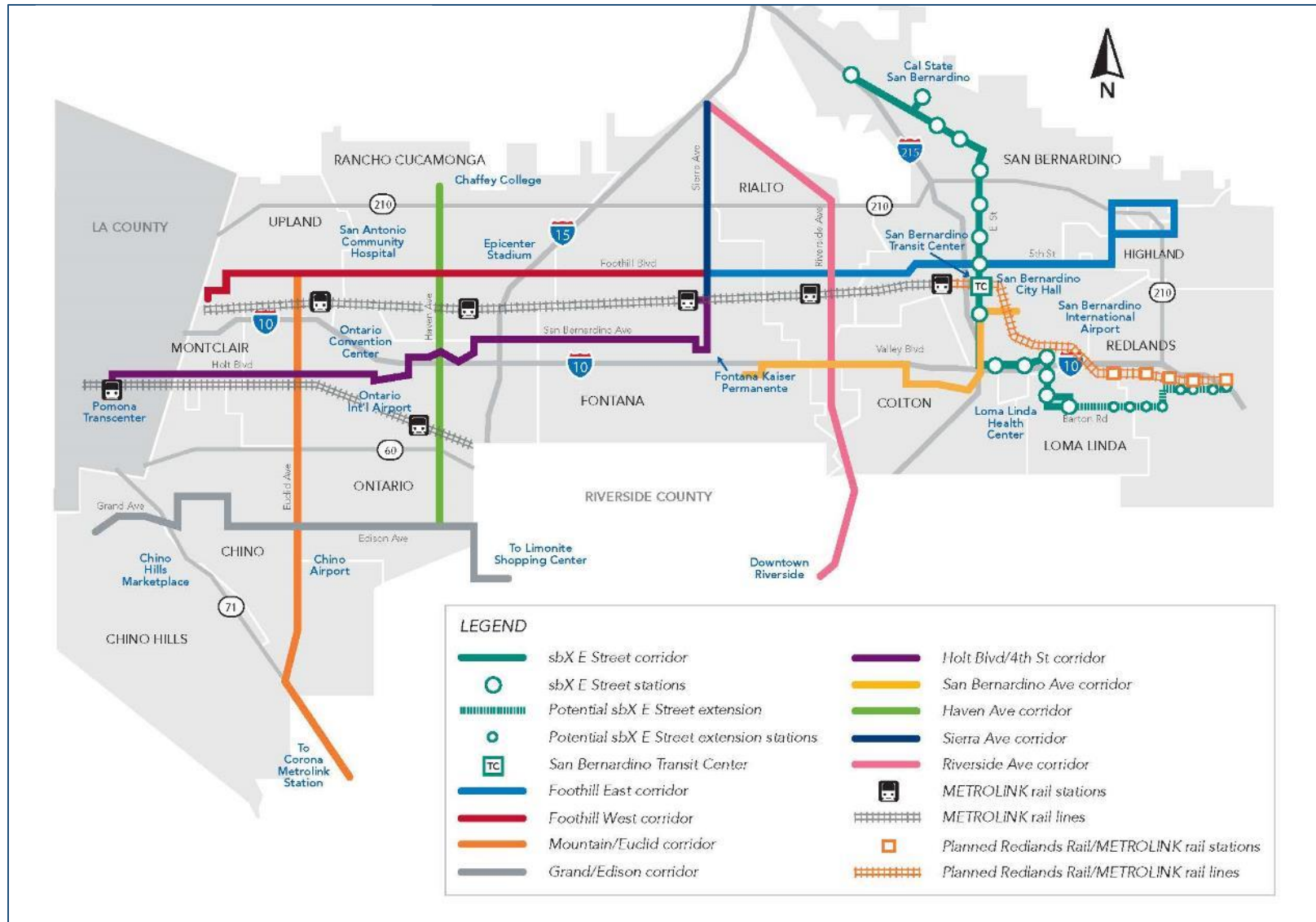
Racial/Ethnic Group	2010	2014	Change	Change %
White	97,283	116,013	18,730	19%
Black	33,684	29,551	(4133)	-12%
American Indian and Alaska Native	1,606	2,004	398	25%
Asian or Pacific Islander	9,450	10,731	1,281	25%
Other	59,271	44,090	15,181	26%
Total	201,294	202,389	1,095	<.01%
Hispanic	121,583	130,363	8,780	7%

Housing and Community Development

Table: City of San Bernardino Housing
 (Source: US Census Bureau 2010-2014 American Community Survey 5-year Estimates)

2014	Number	Percent %
Housing Type:		
1-unit, detached	38,403	60.5 %
1-unit, attached	2,742	4.3 %
2-4 Units	5,624	8.9 %
5+ Units	12,585	19.8 %
Mobile homes/Other	4,096	6.5 %
Housing Statistics:		
Total Available Housing Units	57,577	100 %
Owner-Occupied Housing	28,129	48.9%
Renter-Occupied	29,448	51.1 %
Average Household Size:	3.58 persons	
Median Home Price:	\$151,400	

Map: Omnitrans sbX System
(Source: www.omnitrans.org)



Risk Assessment

What is a Risk Assessment?

Conducting a risk assessment can provide information regarding: the location of hazards; the value of existing land and property in hazard locations; and an analysis of risk to life, property, and the environment that may result from natural hazard events. Specifically, the five levels of a risk assessment are as follows:

1. *Hazard Identification*
2. *Profiling Hazard Events*
3. *Vulnerability Assessment/Inventory of Existing Assets*
4. *Risk Analysis*
5. *Assessing Vulnerability/Analyzing Development Trends*

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1a.

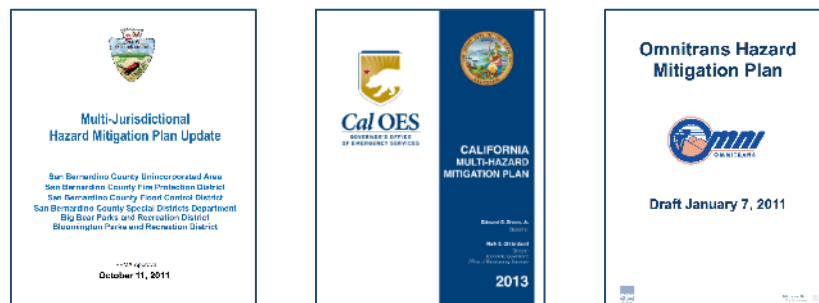
Q: Does the plan include a general **description** of all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Hazard Identification** below.

1) Hazard Identification

This section is the description of the geographic extent, potential intensity, and the probability of occurrence of a given hazard. Maps are used in this plan to display hazard identification data. ***OmniTrans utilized the categorization of hazards as identified in California's State Hazard Mitigation Plan, including: Earthquakes, Floods, Levee Failures, Wildfires, Landslides and Earth Movements, Tsunami, Climate-Related Hazards, Volcanoes, and Other Hazards.***

Next, the Planning Team reviewed existing documents to determine which of these hazards posed the most significant threat to OmniTrans and its ability to deliver services. In other words, which hazard would likely result in a local declaration of emergency.



The geographic extent of each of the identified hazards was identified by the Planning Team utilizing maps and data contained in the Multi-Jurisdictional Hazard Mitigation Plan. In addition, numerous internet resources and the County of San Bernardino All-Hazards Mitigation Plan served as valuable resources. Utilizing the Calculated Priority Risk Index (CPRI) ranking

technique, the Planning Team concluded the following hazards posed a significant threat against Omnitrans:

Earthquake | Wildfire | Flooding | Drought | Technological & Human-Caused

The hazard ranking system is described in **Table: Calculated Priority Risk Index**, while the actual ranking is shown in **Table: Calculated Priority Risk Index Ranking for Omnitrans**.

Table: Calculated Priority Risk Index
(Source: Federal Emergency Management Agency)

CPRI Category	Degree of Risk			Assigned Weighting Factor
	Level ID	Description	Index Value	
Probability	Unlikely	Extremely rare with no documented history of occurrences or events. Annual probability of less than 1 in 1,000 years.	1	45%
	Possibly	Rare occurrences. Annual probability of between 1 in 100 years and 1 in 1,000 years.	2	
	Likely	Occasional occurrences with at least 2 or more documented historic events. Annual probability of between 1 in 10 years and 1 in 100 years.	3	
	Highly Likely	Frequent events with a well-documented history of occurrence. Annual probability of greater than 1 every year.	4	
Magnitude/Severity	Negligible	Negligible property damages (less than 5% of critical and non-critical facilities and infrastructure). Injuries or illnesses are treatable with first aid and there are no deaths. Negligible loss of quality of life. Shut down of critical public facilities for less than 24 hours.	1	30%
	Limited	Slight property damage (greater than 5% and less than 25% of critical and non-critical facilities and infrastructure). Injuries or illnesses do not result in permanent disability, and there are no deaths. Moderate loss of quality of life. Shut down of critical public facilities for more than 1 day and less than 1 week.	2	
	Critical	Moderate property damage (greater than 25% and less than 50% of critical and non-critical facilities and infrastructure). Injuries or illnesses result in permanent disability and at least 1 death. Shut down of critical public facilities for more than 1 week and less than 1 month.	3	
	Catastrophic	Severe property damage (greater than 50% of critical and non-critical facilities and infrastructure). Injuries and illnesses result in permanent disability and multiple deaths. Shut down of critical public facilities for more than 1 month.	4	
Warning Time	> 24 hours	Population will receive greater than 24 hours of warning.	1	15%
	12–24 hours	Population will receive between 12-24 hours of warning.	2	
	6-12 hours	Population will receive between 6-12 hours of warning.	3	
	< 6 hours	Population will receive less than 6 hours of warning.	4	
Duration	< 6 hours	Disaster event will last less than 6 hours	1	10%
	< 24 hours	Disaster event will last less than 6-24 hours	2	
	< 1 week	Disaster event will last between 24 hours and 1 week.	3	
	> 1 week	Disaster event will last more than 1 week	4	

Table: Calculated Priority Risk Index Ranking for Omnitrans

Hazard	Probability	Weighted 45% (x.45)	Magnitude Severity	Weighted 30% (x.3)	Warning Time	Weighted 15% (x.15)	Duration	Weighted 10% (x.1)	CPRI Total
Earthquake – San Andreas M7.8	3	1.35	3	0.9	4	0.6	1	0.1	2.95
Technological & Human-Caused	2	0.9	4	1.2	4	0.6	2	0.2	2.90
Flooding	3	1.35	2	0.6	2	0.30	2	0.2	2.45
Drought	3	1.35	1	0.3	1	0.15	4	0.4	2.20
Wildfire	2	0.9	1	0.3	1	0.15	2	0.2	1.55

2) Profiling Hazard Events

This process describes the causes and characteristics of each hazard and what part of Omnitrans' facilities, infrastructure, and environment may be vulnerable to each specific hazard. A profile of each hazard discussed in this plan is provided in the Omnitrans Specific Hazard Analysis. **Table: Vulnerability: Location, Extent, and Probability for Omnitrans** indicates a generalized perspective of the community's vulnerability of the various hazards according to extent (or degree), location, and probability.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1b.

Q: Does the plan provide rationale for the omission of any natural hazards that are commonly recognized to affect the jurisdiction(s) in the planning area? (Requirement §201.6(c)(2)(i))

A: See **Table: Vulnerability: Location, Extent, and Probability for Omnitrans** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1c.

Q: Does the plan include a description of the **location** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Table: Vulnerability: Location, Extent, and Probability for Omnitrans** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1d.

Q: Does the plan include a description of the **extent** for all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Table: Vulnerability: Location, Extent, and Probability for Omnitrans** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2a.

Q: Does the plan include information on **previous occurrences** of hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Table: Vulnerability: Location, Extent, and Probability for Omnitrans** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2b.

Q: Does the plan include information on the **probability** of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Table: Vulnerability: Location, Extent, and Probability for Omnitrans** below.

Table: Vulnerability: Location, Extent, and Probability for Omnitrans

Hazard	Location (Where)	Extent (How Big an Event)	Probability (How Often) *	Previous Occurrences
Earthquake	Entire Project Area	The Southern California Earthquake Center (SCEC) in 2007 concluded that there is a 99.7 % probability that an earthquake of M6.7 or greater will hit California within 30 years. ¹	Likely	1992 – Landers Earthquake
Wildfire	Outer boundaries of Omnitrans service area.	Very High Fire Hazard Severity Zone ratings.	Possibly	2016 – Blue Cut Fire
Flooding	Along the boundaries of the Santa Ana River.	Urban and localized flooding from severe weather (100-yr floodplain).	Likely	Highland Flood 2010
Drought	Entire Project Area	Droughts in urban areas vary considerably in scope and intensity. Likely emergency water shortage regulations would restrict such activities as watering of landscape, washing of cars, and other non-safety related activities.	Likely	None
Technological & Human Caused	Entire Project Area	Terrorism, train derailment, aircraft incident, or hazardous material spill impacting major transportation routes.	Possibly	December 2, 2015 Waterman Terrorist Attack - Inland Regional Center, San Bernardino

* Probability is defined as: Unlikely = 1:1,000 years, Possibly = 1:100-1:1,000 years,

Hazard	Location (Where)	Extent (How Big an Event)	Probability (How Often) *	Previous Occurrences
Likely = 1:10-1:100 years, Highly Likely = 1:1 year				
¹ Uniform California Earthquake Rupture Forecast				

3) Vulnerability Assessment/Inventory of Existing Assets

A Vulnerability Assessment in its simplest form is a simultaneous look at the geographical location of hazards and an inventory of the underlying land uses (populations, structures, etc.). Facilities that provide critical and essential services following a major emergency are of particular concern because these locations house staff and equipment necessary to provide important public safety, emergency response, and/or disaster recovery functions.

Critical Facilities

FEMA separates critical buildings and facilities into the five categories shown below based on their loss potential. All of the following elements are considered critical facilities:

Essential Facilities are essential to the health and welfare of the whole population and are especially important following hazard events. Essential facilities include hospitals and other medical facilities, police and fire stations, emergency operations centers and evacuation shelters, and schools.

Transportation Systems include airways – airports, heliports; highways – bridges, tunnels, roadbeds, overpasses, transfer centers; railways – trackage, tunnels, bridges, rail yards, depots; and waterways – canals, locks, seaports, ferries, harbors, drydocks, piers.

Lifeline Utility Systems such as potable water, wastewater, oil, natural gas, electric power and communication systems.

High Potential Loss Facilities are facilities that would have a high loss associated with them, such as nuclear power plants, dams, and military installations.

Hazardous Material Facilities include facilities housing industrial/hazardous materials, such as corrosives, explosives, flammable materials, radioactive materials, and toxins.

Table: Critical Facilities Vulnerable to Hazards below illustrates the hazards with potential to impact critical facilities owned by or providing services to Omnitrans.

Table: Critical Facilities Vulnerable to Hazards

Name of Facility	Earthquake	Wildfire	Flooding	Drought	Technological & Human-Caused
Omnitrans Headquarters (aka East Valley) 1700 W. Fifth Street San Bernardino, CA 92411	X		X	X	X
Omnitrans West Valley Facility 4748 Arrow Hwy Montclair, CA 91763	X			X	X
Omnitrans I Street Facility 234 South I Street San Bernardino, CA 92410	X			X	X
Omnitrans Feron Facility 9421 Feron Blvd. #101 Rancho Cucamonga, CA 91730	X			X	X
San Bernardino Transit Center 599 West Rialto San Bernardino, CA 92401	X			X	X
sbX Park & Ride – Palm Avenue 3145 Kendall Drive San Bernardino, CA 92407	X		X	X	X
Sbx Park & Ride – Marshall 3200 North E Street San Bernardino, CA 92405	X			X	X
Sbx Park & Ride – Redlands Boulevard 10543 Anderson Street Lomda Linda, CA 92354	X		X	X	X

4) Risk Analysis

Estimating potential losses involves assessing the damage, injuries, and financial costs likely to be sustained in a geographic area over a given period of time. This level of analysis involves using mathematical models. The two measurable components of risk analysis are magnitude of the harm that may result and the likelihood of the harm occurring. Describing vulnerability in terms of dollar losses provides the community and the state with a common framework in which to measure the effects of hazards on assets. For each hazard where data was available, quantitative estimates for potential losses have been included in the hazard assessment. Data was not available to make vulnerability determinations in terms of dollar losses for all of the identified hazards. The **Mitigation Actions Matrix** includes an action item to conduct such an assessment in the future.

5) Assessing Vulnerability/ Analyzing Development Trends

This step provides a general description of Omnitrans' facilities and contents in relation to the identified hazards so that mitigation options can be considered in land use planning and future land use decisions. This Mitigation Plan provides comprehensive description of the character of Omnitrans in the **Community Profile Section**. This description includes the geography and environment, population and demographics, land use and development, housing and community development, employment and industry, and transportation and commuting patterns. Analyzing these components of Omnitrans can help in identifying potential problem areas and can serve as a guide for incorporating the goals and ideas contained in this mitigation plan into other community development plans.

Hazard assessments are subject to the availability of hazard-specific data. Gathering data for a hazard assessment requires a commitment of resources on the part of participating organizations and agencies. Each hazard-specific section of the plan includes a section on hazard identification using data and information from City, County, state, or federal sources.

Regardless of the data available for hazard assessments, there are numerous strategies Omnitrans can take to reduce risk. These strategies are described in the action items detailed in the Mitigation Actions Matrix in the **Mitigation Strategies Section**. Mitigation strategies can further reduce disruption to critical services, reduce the risk to human life, and alleviate damage to personal and public property and infrastructure.

Development

Q&A | ELEMENT D: MITIGATION STRATEGY | D1

Q: Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3))

A: See **Changes in Development** below

Changes in Development

Since the adoption of the 2012 Plan, Omnitrans has opened the recently built San Bernardino Transit Center (SBTC). The new facility is built on four acres, including a 7,500 square-foot building and 22 bus bays. Approximately 5,000 passengers pass through the SBTC each weekday, making connections with 13 Omnitrans bus routes as well as routes operated by Mountain Transit and Victor Valley Transit Authority. Two additional acres are available at the facility for future transit-oriented development.

Construction of the Transit Center is not considered a significant alteration to the development pattern for the area where the Center was constructed. The Planning Team concluded the overall vulnerability to identified hazards remained the same.



Earthquake Hazards

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2a.

Q: Does the plan include information on **previous occurrences** of hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Previous Occurrences of Earthquakes in the Omnitrans Service Area** below.

Previous Occurrences of Earthquakes in the Omnitrans Service Area

The following earthquake events significantly impacted the region surrounding the Omnitrans service area.

On June 28, 1992, the magnitude 7.3 Landers Earthquake rocked Southern California and was the largest quake to have occurred in the continental United States in 40 years. The epicenter was in Landers, approximately 50 miles northwest of the Omnitrans Service Area. Over 400 people were injured in the region and 3 people lost their lives.

Since the writing of the 2012 Mitigation Plan, there have been no significant earthquake events in the Omnitrans service area.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1a.

Q: Does the plan include a general **description** of all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Local Conditions** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b.

Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii))

A: See **Local Conditions** below.

Local Conditions

The Omnitrans service area lies within a metropolitan area that has historically been seismically active. Faults are prevalent throughout California and are commonly classified as either “active” or “potentially active.” An active fault is a break that has moved in recent geologic time (the last 11,000 years) and that is likely to move within the next approximately 100 years. Active faults are the primary focus of concern in attempting to prevent earthquake hazards. A potentially active fault is one that has shifted but not in the recent geologic period (or, between 11,000 and 3,000,000 years ago) and is therefore considered dormant or unlikely to move in the future.

Active earthquake faults that could affect the Omnitrans service area would most likely originate from the San Andreas, Sierra Madre, or Cucamonga fault zones. These faults are close enough in proximity or expected to generate strong enough shaking that could affect the service area.

San Andreas Fault Zone

The San Andreas Fault Zone is located approximately 11 miles northwest of the Omnitrans service area. This fault zone extends from the Gulf of California northward to the Cape Mendocino area where it continues northward along the ocean floor. The total length of the San Andreas Fault Zone is approximately 750 miles. The activity of the fault has been recorded during historic events, including the 1906 (M8.0) event in San Francisco and the 1857 (M7.9) event between Cholame and San Bernardino, where at least 250 miles of surface rupture occurred. These seismic events are among the most significant earthquakes in California history. Geologic evidence suggests that the San Andreas Fault has a 50 percent chance of producing a magnitude 7.5 to 8.5 quake (comparable to the great San Francisco earthquake of 1906) within the next 30 years.

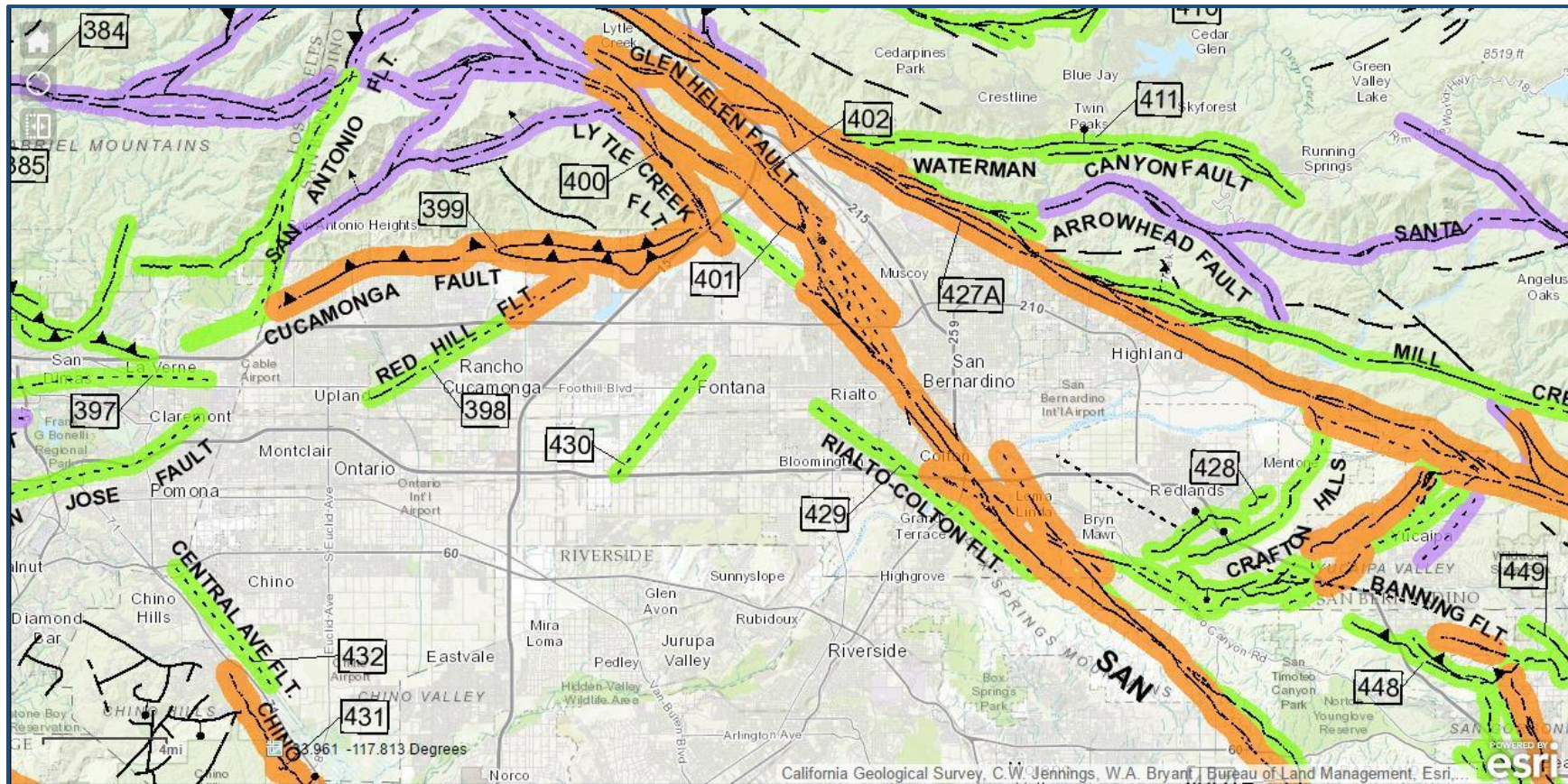
Sierra Madre Fault Zone

The Sierra Madre fault zone is a series of moderate angle, north-dipping, reverse faults (thrust faults). Movement along these frontal faults has resulted in the uplift of the San Gabriel Mountains. According to the Southern California Earthquake Data Center, rupture on the Sierra Madre fault zone (theoretically) could be limited to one segment at a time, it has recently been suggested that a large event on the San Andreas fault to the north (like that of 1857) could cause simultaneous rupture on reverse faults south of the San Gabriel Mountains – the Sierra Madre fault zone being a prime example of such. Whether this could rupture multiple Sierra Madre fault zone segments simultaneously is unknown. Seismic activity on the Sierra Madre Fault is expected to have a maximum magnitude of 7.2.

Cucamonga Fault

The Cucamonga fault is located only 5 miles north of the Omnitrans service area. According to USGS, the Cucamonga fault zone is part of the same fault system, marking the southern boundary of the San Gabriel Mountains, as the Sierra Madre fault zone. Sometimes it is included as part of the Sierra Madre fault zone, as is the San Fernando fault zone far to the west. Seismic activity on the Cucamonga Fault is expected to have a maximum magnitude of 7.0.

Map: Local Faults
(Source: California Department of Conservation)



Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3a.

Q: Is there a description of each hazard's **impacts** on each jurisdiction (what happens to structures, infrastructure, people, environment, etc.)? (Requirement §201.6(c)(2)(ii))

A: See **Impact of Earthquakes in the Omnitrans Service Area** below.

Impact of Earthquakes in the Omnitrans Service Area

Based on the risk assessment, it is evident that earthquakes will continue to have potentially devastating economic impacts to the Omnitrans service area and Omnitrans facilities. Impacts that are not quantified, but can be anticipated in future events, include:

- ✓ Injury and loss of life;
- ✓ Commercial and residential structural damage;
- ✓ Disruption of and damage to public infrastructure;
- ✓ Secondary health hazards e.g. mold and mildew;
- ✓ Damage to roads/bridges resulting in loss of mobility;
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community;
- ✓ Negative impact on commercial and residential property values; and
- ✓ Significant disruption to citizens as temporary facilities and relocations would likely be needed.

Earthquake-Induced Landslides

Earthquake-induced landslides are secondary earthquake hazards that occur from ground shaking. They can destroy the roads, buildings, utilities, and other critical facilities necessary to respond and recover from an earthquake. Many communities in Southern California have a high likelihood of encountering such risks, especially in areas with steep slopes.

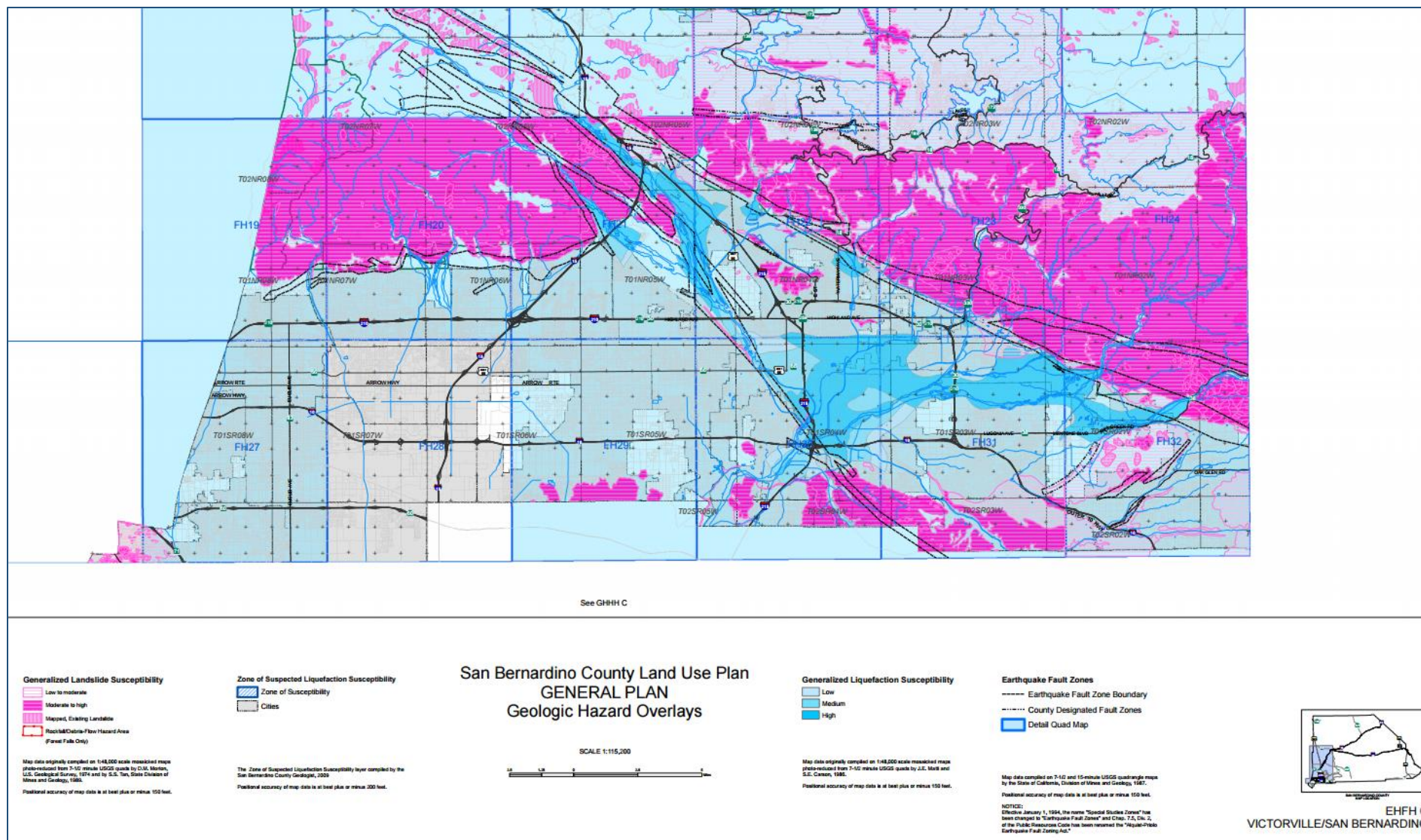
Rock falls may happen suddenly and without warning, but are more likely to occur in response to earthquake induced ground shaking, during periods of intense rainfall, or as a result of human activities, such as grading and blasting. Ground acceleration of at least 0.10g in steep terrain is necessary to induce earthquake-related rock falls.

Map: Geologic Hazards shows the moderate risk of earthquake-induced landslide risk within the Omnitrans service area.

Liquefaction

Liquefaction is a phenomenon in which the strength and stiffness of a soil is reduced by earthquake shaking or other events. Liquefaction occurs in saturated soils, which are soils in which the space between individual soil particles is completely filled with water. This water exerts a pressure on the soil particles that influences how tightly the particles themselves are pressed together. Prior to an earthquake, the water pressure is relatively low. However, earthquake shaking can cause the water pressure to increase to the point where the soil particles can readily move with respect to each other. Because liquefaction only occurs in saturated soil, its effects are most commonly observed in low lying areas. Typically, liquefaction is associated with shallow groundwater, which is less than 50 feet beneath the earth's surface.

Map: Geologic Hazards
(Source: San Bernardino County Land Use Plan, www.sbcounty.gov)



Exposure

The data in this section was generated using the HAZUS-MH program for earthquakes. Once the location and size of a hypothetical earthquake are identified, HAZUS-MH estimates the intensity of the ground shaking, the number of buildings damaged, the number of casualties, the amount of damage to transportation systems and utilities, the number of people displaced from their homes, and the estimated cost of repair and clean up.

Building Inventory

HAZUS estimates approximately 93% of the building stock within Omnitrans is residential housing consisting of wood frame construction.

Critical Facility Inventory

HAZUS breaks critical facilities into two (2) groups: essential facilities and high potential loss facilities (HPL). Essential facilities include hospitals, medical clinics, schools, fire stations, police stations and emergency operations facilities. High potential loss facilities include dams, levees, military installations, nuclear power plants and hazardous material sites.

Table: Critical Facility Inventory – HAZUS

Essential Facilities	Count	High Potential Loss (HPL) Facilities	Count
Hospitals	16	Dams	1
Schools	479	Levees	0
Fire Stations	33	Military Installations	0
Police Stations	43	Nuclear Power Plants	0
Emergency Operations Facilities	4	Hazardous Material Sites	201

Transportation and Utility Lifeline Inventory

Within HAZUS, the lifeline inventory is divided between transportation and utility lifeline systems. Transportation systems include highways, railways, light rail, bus, ports, ferry and airports. Utility systems include potable water, wastewater, natural gas, crude & refined oil, electric power and communications.

Casualties

HAZUS estimates the number of people that will be injured and killed by the earthquake. The casualties are broken down into four (4) severity levels that describe the extent of the injuries. The levels are described as follows:

- ✓ **Severity Level 1:** Injuries will require medical attention, but hospitalization is not needed.
- ✓ **Severity Level 2:** Injuries will require hospitalization but are not considered life-threatening
- ✓ **Severity Level 3:** Injuries will require hospitalization and can become life threatening if not promptly treated.

- ✓ **Severity Level 4:** Victims are killed by the earthquake.

The casualty estimates are provided for three (3) times of day: 2:00 AM, 2:00 PM and 5:00 PM. These times represent the periods of the day that different sectors of the community are at their peak occupancy loads. The 2:00 AM estimate considers that the residential occupancy load is maximum, the 2:00 PM estimate considers that the educational, commercial and industrial sector loads are maximum and 5:00 PM represents peak commute time.

Building-Related Losses

Building losses are broken into two categories: direct building losses and business interruption losses. The direct building losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the earthquake. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the earthquake.

HAZUS Earthquake Event Summary Results

San Andreas M7.5 Earthquake Scenario

Building Damage

Table: Expected Building Damage by Occupancy – San Andreas M7.5

	None	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count	Count
Agriculture	343	136	105	44	21
Commercial	9,082	3,848	3,702	1,708	680
Education	354	151	113	45	15
Government	182	89	89	46	18
Industrial	2,575	1,048	1,040	469	188
Other Residential	13,059	8,593	9,677	6,614	2,978
Religion	735	347	304	149	63
Single Family	186,770	94,625	37,025	4,227	1,281
Total	213,100	108,837	52,055	13,301	5,245

Table: Expected Building Damage by Building Type – San Andreas M7.5

	None	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count	Count
Wood	195,473	99,436	38,752	4,265	1,336
Steel	2,665	1,153	1,388	698	284
Concrete	2,625	1,250	1,078	541	219
Precast	2,574	1,041	1,203	584	212
RM	5,438	1,599	1,790	694	273
URM	679	341	363	204	155
MH	3,645	4,058	7,482	6,046	2,767
Total	213,100	108,837	52,055	13,301	5,245

Transportation and Utility Lifeline Damage

Table: Expected Utility System Pipeline Damage – San Andreas M7.5

System	Total Pipelines (Length km)	Number of Leaks	Number of Breaks
Potable Water	54,054	8,005	2,001
Waste Water	32,432	5,737	1,434
Natural Gas	21,621	1,646	411
Oil	0	0	0

Table: Potable Water and Electric Power System Performance – San Andreas M7.5

	Total # of Households	Number of Households without Service				
		At Day 1	At Day 3	At Day 7	At Day 30	At Day 90
Potable Water	430,702	51,687	49,130	44,100	18,550	0
Electric Power		70,974	44,407	18,710	3,763	98

Shelter Requirement

HAZUS estimates the number of households that are expected to be displaced from their homes due to the earthquake and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 7,388 households to be displaced due to the earthquake. Of these, 6,809 people (out of a total population of 1,493,534) will seek temporary shelter in public shelters.

Casualties

The table below represents a summary of casualties estimated for San Andreas M7.5 earthquake scenario.

Table: Casualty Estimates – San Andreas M7.5

Time	Sector	Level 1	Level 2	Level 3	Level 4
2AM	Commercial	44	12	2	4
	Commuting	0	0	0	0
	Educational	0	0	0	0
	Hotels	0	0	0	0
	Industrial	66	17	3	5
	Other-Residential	1,068	240	25	46
	Single-Family	845	119	6	10
	TOTAL	2,023	389	36	65
2PM	Commercial	2,640	714	113	222
	Commuting	3	4	6	1
	Educational	1,111	297	47	93
	Hotels	0	0	0	0
	Industrial	484	125	18	36
	Other-Residential	250	57	6	11
	Single-Family	186	27	2	2
	TOTAL	4,674	1,224	193	365
5PM	Commercial	1,884	509	81	157
	Commuting	44	63	101	20
	Educational	100	27	4	8
	Hotels	0	0	0	0
	Industrial	303	78	12	22
	Other-Residential	396	90	10	17
	Single-Family	326	47	3	4
	TOTAL	3,054	813	210	229

Economic Losses

The total economic loss estimated for the San Andreas M7.5 earthquake scenario is **\$9.9 billion dollars** which includes building and lifeline related losses based on the region's available inventory. The following tables provide more detailed information about these losses.

Table: Building-Related Economic Losses (\$ Dollars) – San Andreas M7.5

Category	Area	Single Family	Other Residential	Commercial	Industrial	Others	Total
Income Losses	Wage	\$0	\$15,159,600	\$223,742,900	\$9,861,200	\$13,856,200	\$262,619,900
	Capital-Related	\$0	\$6,377,400	\$181,249,900	\$5,961,800	\$3,121,600	\$196,710,700
	Rental	\$61,541,200	\$75,036,700	\$114,501,300	\$3,920,300	\$7,342,700	\$262,342,200
	Relocation	\$230,907,100	\$83,509,300	\$181,891,600	\$18,737,200	\$50,872,000	\$565,917,200
	Subtotal	\$292,448,300	\$180,083,000	\$701,385,700	\$38,480,500	\$75,192,500	\$1,287,590,000
Capital Stock Losses	Structural	\$498,100,000	\$210,600,800	\$343,671,700	\$76,560,000	\$71,508,800	\$1,200,441,300
	Non-Structural	\$2,505,200,400	\$1,069,547,200	\$1,018,216,400	\$268,471,200	\$232,231,800	\$5,093,667,000
	Content	\$778,812,600	\$244,551,300	\$490,233,500	\$176,994,400	\$108,702,000	\$1,799,293,800
	Inventory	\$0	\$0	\$14,094,400	\$29,343,700	\$955,300	\$44,393,400
	Subtotal	\$3,782,113,000	\$1,524,699,300	\$1,866,216,000	\$551,369,300	\$413,397,900	\$8,137,795,500
TOTAL		\$4,074,561,300	\$1,704,782,300	\$2,567,601,700	\$589,849,800	\$488,590,400	\$9,425,385,500

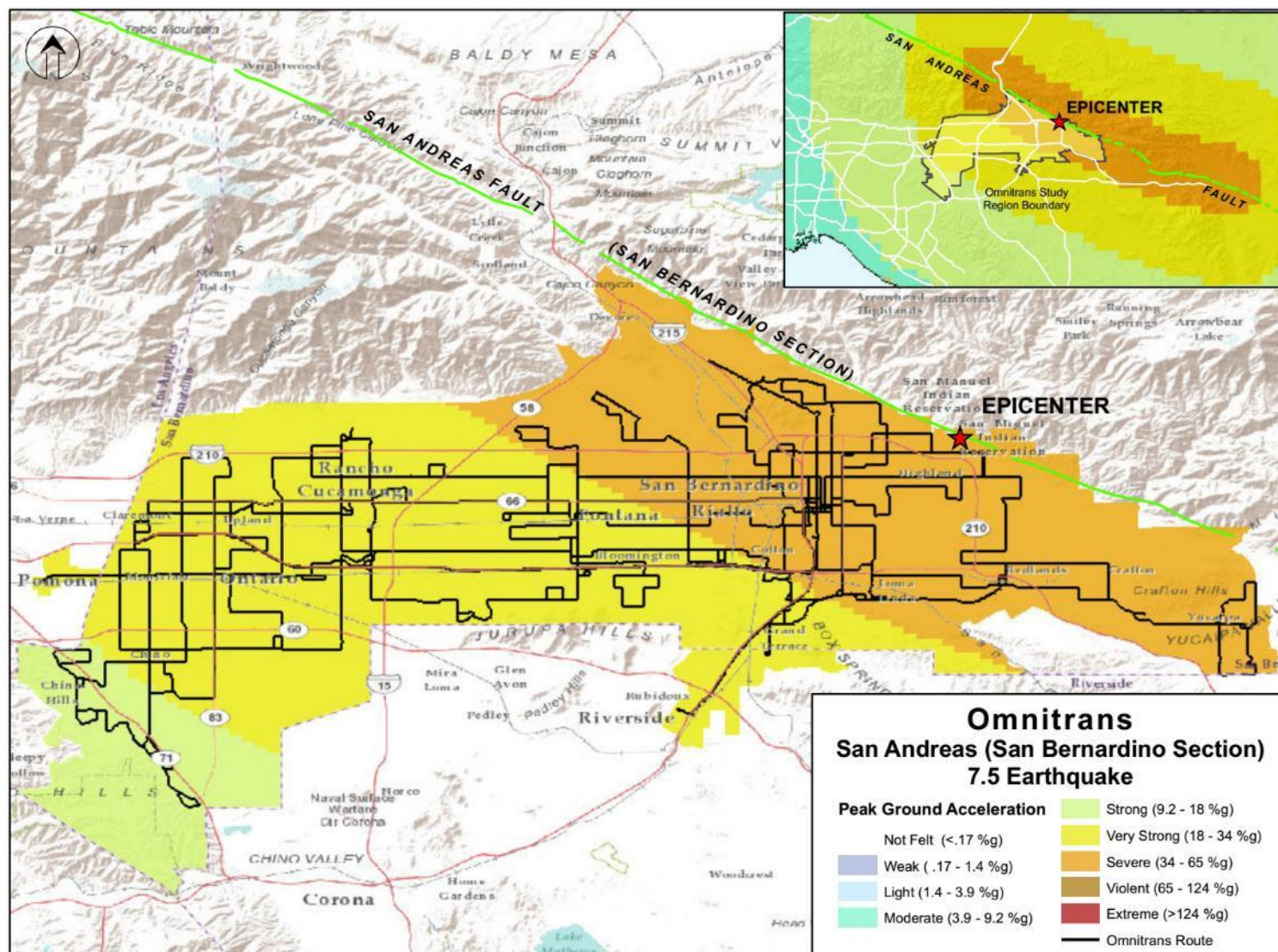
Table: Transportation System Economic Losses (\$ Dollars) – San Andreas M7.5

System	Component	Total Inventory Value	Economic Loss	Loss Ratio %
Highway	Segments	\$7,321,595,800	\$0	0%
	Bridges	\$1,503,072,900	\$95,653,000	6%
	Tunnels	\$0	\$0	0%
Railways	Segments	\$392,082,500	\$0	0%
	Bridges	\$5,012,600	\$90,700	2%
	Tunnels	\$0	\$0	0%
	Facilities	\$50,597,000	\$11,976,200	24%
Light Rail	Segments	\$95,306,300	\$0	0%
	Bridges	\$0	\$0	0%
	Tunnels	\$0	\$0	0%
	Facilities	\$29,293,000	\$6,541,300	22%
Bus	Facilities	\$3,858,600	\$1,232,800	32%
Ferry	Facilities	\$0	\$0	0%
Port	Facilities	\$0	\$0	0%
Airport	Facilities	\$63,906,000	\$17,302,500	27%
	Runways	\$379,640,000	\$0	0%
TOTAL		\$9,844,364,700	\$132,796,500	

Table: Utility System Economic Losses (\$ Dollars) – San Andreas M7.5

System	Component	Total Inventory Value	Economic Loss	Loss Ratio %
Potable Water	Pipelines	\$0	\$0	0%
	Facilities	\$157,176,000	\$40,487,900	26%
	Distribution Lines	\$1,081,071,500	\$36,023,400	3%
Waste Water	Pipelines	\$0	\$0	0%
	Facilities	\$628,704,000	\$91,256,000	15%
	Distribution Lines	\$648,642,900	\$25,816,700	4%
Natural Gas	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
	Distribution Lines	\$432,428,600	\$7,404,800	2%
Oil Systems	Pipelines	\$0	\$0	0%
	Facilities	\$0	\$0	0%
Electrical Power	Facilities	\$908,600,000	\$136,966,300	15%
Communication	Facilities	\$1,416,000	\$273,400	19%
TOTAL		\$3,858,039,000	\$338,228,500	

Map: Shake Intensity Map – San Andreas M7.5
(Source: Emergency Planning Consultants)



Wildfire Hazards

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2a.

Q: Does the plan include information on **previous occurrences** of hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Previous Occurrences of Wildfire in the Omnitrans Service Area** below.

Previous Occurrences of Wildfire in the Omnitrans Service Area

Wildfires present a significant potential for disaster in San Bernardino County, a region with relatively high temperatures, low humidity, and low precipitation during the summer, followed by a fall season that includes high velocity, very dry “Santa Ana” winds.

The most recent wildfire to impact the region near Omnitrans was the Blue Cut Fire located in the San Gabriel Mountains of San Bernardino County. The Blue Cut Fire started on August 16, 2016 in the Cajon Pass west of Interstate 15. The fire quickly spotted across Cajon Creek and grew into a large wildland fire. During the course of the fire fight, railroad lines, local roads, highway 138 and Interstate 15 were closed along with a large evacuation area that included Lytle Creek, Wrightwood, Summit Valley, Baldy Mesa, Phelan and Oak Hills. An estimate of 105 single family residences and 216 outbuildings were destroyed by the Blue Cut Fire, and 3 single family residences and 5 other structures were damaged.

Since the writing of the 2012 Mitigation Plan, there have been no significant wildfire events in the Omnitrans service area.



Wildfire occurrences from 2005 – 2010 are shown below. Since 2006, there have been 7 significant wild land fires (>10,000 acres burned) within San Bernardino County.

Table: Large Wildfire History 2006-2016 for San Bernardino County (>10,000 Acres Burned)
 (Source: CAL FIRE)

Year	Name	Acres Burned
2006	Sawtooth Complex	61,700
2006	Millard Complex	24,210
2007	Butler II Fire	14,089
2007	Slide Fire	12,789
2008	Freeway Fire	28,889
2015	Lake Fire	31,359
2016	Blue Cut Fire	36,274

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1a.

Q: Does the plan include a general **description** of all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Local Conditions** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b.

Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii))

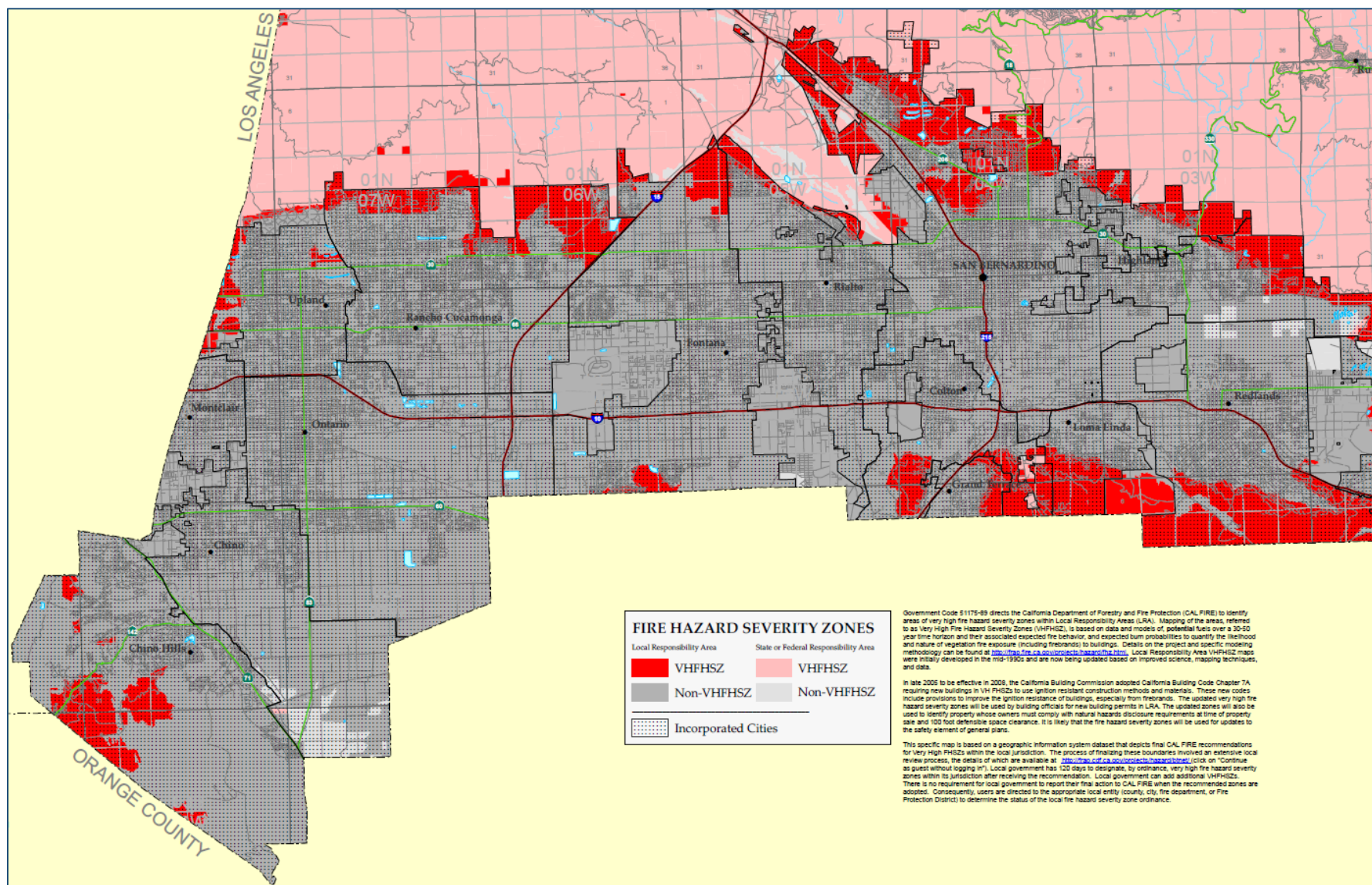
A: See **Local Conditions** below.

Local Conditions

As shown on **Map: Fire Hazard Severity Zones**, the majority of the Omnitrans service area is indicated as not falling within a very high fire hazard severity zone. However, the areas immediately outside the Omnitrans service area are highly prone to wildfires due to its topography and native vegetation. The extended droughts characteristic of California's Mediterranean climate result in large areas of dry vegetation that provide fuel for wildland fires. Furthermore, the native vegetation typically has a high oil content that makes it highly flammable. The area is also intermittently impacted by Santa Ana winds, the hot, dry winds that blow across southern California in the spring and late fall.



Map: Very High Fire Hazard Severity Zones
(Source: CAL FIRE)



Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3a.

Q: Is there a description of each hazard's **impacts** on each jurisdiction (what happens to structures, infrastructure, people, environment, etc.)? (Requirement §201.6(c)(2)(ii))

A: See **Impact of Wildfire in the Omnitrans Service Area** below.

Impact of Wildfire in the Omnitrans Service Area

Wildfires and their impact varies by location and severity of any given wildfire event, and will likely only affect certain areas of the region during specific times.

Impact that is not quantified, but anticipated in future events includes:

- ✓ Injury and loss of life
- ✓ Commercial and residential structural damage
- ✓ Disruption of and damage to public infrastructure
- ✓ Secondary health hazards e.g. mold and mildew
- ✓ Damage to roads/bridges resulting in loss of mobility
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Negative impact on commercial and residential property values
- ✓ Significant disruption to citizens
- ✓ as temporary facilities and relocations would likely be needed

Flood Hazards

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2a.

Q: Does the plan include information on **previous occurrences** of hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Previous Occurrences of Flooding in the Omnitrans Service Area** below.

Previous Occurrences of Flooding in the Omnitrans Service Area

According to historical records, Omnitrans facilities have not been impacted by flooding.

Urban flooding could pose a threat to life and safety, and possibly can cause damage to public and private property. There is potential for localized flooding in natural depressions within the Agency service area, however none of the Agency-owned facilities are located within an identified 100-year floodplain. However, the potential for a localized flood event still exists within the Omnitrans service area.

Since the writing of the 2012 Mitigation Plan, there have been no significant flooding events in the Omnitrans service area.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1a.

Q: Does the plan include a general **description** of all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Local Conditions** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b.

Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii))

A: See **Local Conditions** below.

Local Conditions

According to the 2010 San Bernardino County Operational Area Multi-Jurisdictional Hazard Mitigation Plan, the densely populated urban southern part of the County is at the headwaters of the Santa Ana River with its tributaries crossing the valley floor. With the construction of the Seven Oaks Dam the main river source has been controlled. However, Mill Creek, City Creek, Lytle Creek, and Cajon Creek still have the potential to flood areas of the valley if levees fail. A similar potential occurs with the high desert portion of the County with the Mojave River, which is controlled by the Mojave River Falls Dam that flows north from the San Bernardino Mountains to the City of Barstow. The San Antonio Dam on the southwest side of the county provides more than 100-year flood protection to the west end of the San Bernardino Valley. The Colorado River is on the eastern border of the County. The dams along the river have controlled the flow but bank erosion and damage to roads in the area have been experienced during periods of high water.

The size and frequency of a flood in a particular area, depends on a complex combination of conditions, including the amount, intensity, and distribution of rainfall previous moisture condition and drainage patterns.

The magnitude of a flood is measured in terms of its peak discharge, which is the maximum volume of water passing a point along a channel in a given amount of time, usually expressed in cubic feet per second (cfs). Floods are usually referred to in terms of their chance of occurrence. For example, a 100-year flood has a 1% chance of occurring in any given year.

The Federal Emergency Management Agency (FEMA) establishes base flood heights and inundation areas for 100-year and 500-year flood zones. The 100-year flood zone is defined as the area that could be inundated by the flood which has a one percent probability of occurring in any given year. The 500-year flood is defined as the flood which has a 0.2 percent probability of occurring in any given year.

Q&A | ELEMENT C. MITIGATION STRATEGY | C2

Q: Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))

A: See **NFIP Participation** below.

National Flood Insurance Program

The City of San Bernardino and City of Montclair both participate in the National Flood Insurance Program (NFIP). Created by Congress in 1968, the NFIP makes flood insurance available in communities that enact minimum floodplain management rules consistent with the Code of Federal Regulations §60.3.

According to **Map: FEMA Floodplains**, areas within the Omnitrans service area are in "Flood Zone X" and "Flood Zone A". Zone X is defined as the area outside the 500-year flood and protected by levee from 100-year flood. Zone A is defined as Areas subject to inundation by the 1-percent-annual-chance flood event.

The Omnitrans Headquarters and Administrative Offices located at 1700 W. Fifth Street is the only Omnitrans facility that is located within the 500-year flood zone (Zone X). All other facilities, including Omnitrans - West Valley Facility, Omnitrans - Street Facility, and Omnitrans – Feron Facility are located outside the 500-year flood zone. Omnitrans is self-insured for flooding.



Santa Ana River 100-Year Flood Scenario

Building Damage

Table: Expected Building Damage by Occupancy – Santa Ana River 100-Year Flood

	Slight Count	Moderate Count	Extensive Count	Complete Count
Agriculture	0	0	0	0
Commercial	13	26	1	0
Education	0	0	0	0
Government	0	0	0	0
Industrial	0	0	2	3
Other Residential	0	0	0	0
Religion	1	0	0	0
Single Family	21	607	1,182	493
Total	35	633	1,185	496

Table: Expected Building Damage by Building Type – Santa Ana River 100-Year Flood

	Slight Count	Moderate Count	Extensive Count	Complete Count
Concrete	4	3	5	0
MH	0	0	0	315
Masonry	3	5	9	0
Steel	2	4	4	3
Wood	22	615	1,162	178
Total	31	627	1,180	496

Shelter Requirement

HAZUS estimates the number of households that are expected to be displaced from their homes due to the flood and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 4,536 households to be displaced due to the flood. Displacement includes households evacuated from within or very near to the inundated area. Of these, 12,879 people (out of a total population of 122,925) will seek temporary shelter in public shelters.

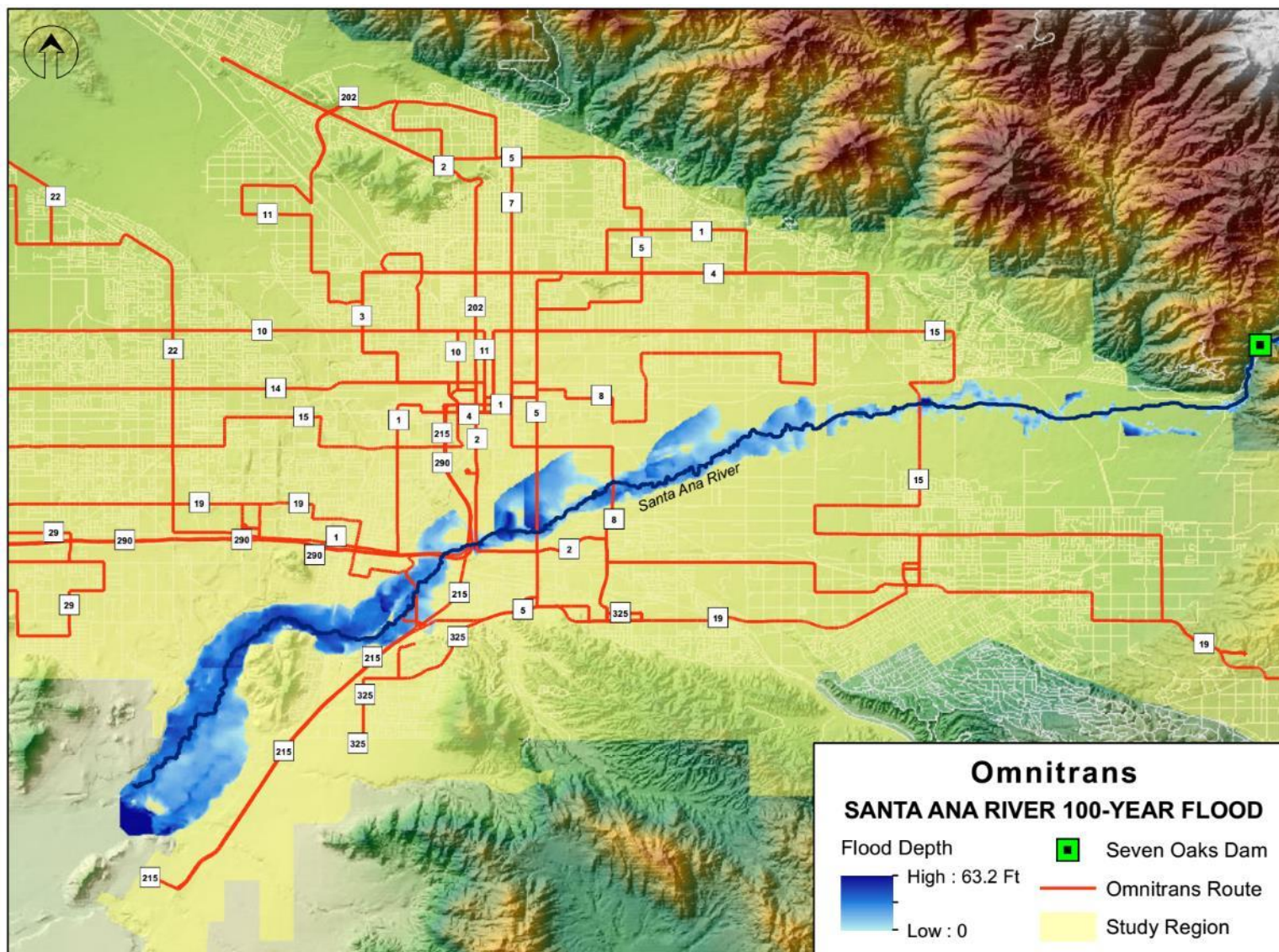
Economic Losses

The total economic loss estimated for the Santa Ana River 100-Year Flood scenario is **\$1.26 billion dollars** which includes building and lifeline related losses based on the region's available inventory. The following tables provide more detailed information about these losses.

Table: Building-Related Economic Losses (\$ Dollars) – Santa Ana River 100-Year Flood

Category	Area	Residential	Commercial	Industrial	Others	Total
Building Loss	Building	\$317,410,000	\$158,410,000	\$47,634,000	\$13,516,000	\$536,970,000
	Content	\$200,656,000	\$362,570,000	\$101,389,000	\$43,413,000	\$708,028,000
	Inventory	\$0	\$7,025,000	\$12,553,000	\$298,000	\$19,876,000
	Subtotal	\$518,066,000	\$528,005,000	\$161,576,000	\$57,227,000	\$1,264,874,000
Business Interruption	Income	\$17,000	\$1,219,000	\$1,000	\$55,000	\$1,292,000
	Relocation	\$353,000	\$354,000	\$4,000	\$33,000	\$744,000
	Rental Income	\$125,000	\$227,000	\$0	\$8,000	\$360,000
	Wage	\$51,000	\$1,579,000	\$6,000	\$741,000	\$2,377,000
	Subtotal	\$546,000	\$3,379,000	\$ \$11,000	\$837,000	\$4,773,000
TOTAL		\$518,612,000	\$531,384,000	\$161,587,000	\$58,064,000	\$1,269,647,000

Map: HAZUS Santa Ana River 100-Year Flood Scenario
Source: Emergency Planning Consultants



Dam Failure Flooding

In the San Bernardino area, an earthquake can cause dam failure. The greatest threat to people and property is normally in areas immediately below the dam since flood discharges decrease as the flood wave moves downstream. The following HAZUS scenario is for the Seven Oaks Dam located northwest of the OmniTrans service area.

Seven Oak Dam Failure Flood Scenario

Building Damage

Table: Expected Building Damage by Occupancy – Seven Oak Dam Failure Flood Scenario

	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count
Agriculture	0	0	0	0
Commercial	8	19	5	2
Education	0	0	0	0
Government	2	0	0	0
Industrial	0	0	2	3
Other Residential	0	0	0	0
Religion	0	0	0	0
Single Family	76	997	1,678	654
Total	86	1,016	1,685	659

Table: Expected Building Damage by Building Type – Seven Oak Dam Failure Flood Scenario

	Slight	Moderate	Extensive	Complete
	Count	Count	Count	Count
Concrete	3	1	6	0
MH	0	0	0	375
Masonry	1	5	12	0
Steel	1	3	3	2
Wood	75	999	1,656	279
Total	80	1,008	1,677	656

Shelter Requirement

HAZUS estimates the number of households that are expected to be displaced from their homes due to the flood and the number of displaced people that will require accommodations in

temporary public shelters. The model estimates 7,105 households to be displaced due to the flood. Displacement includes households evacuated from within or very near to the inundated area. Of these, 20,385 people (out of a total population of 122,925) will seek temporary shelter in public shelters.

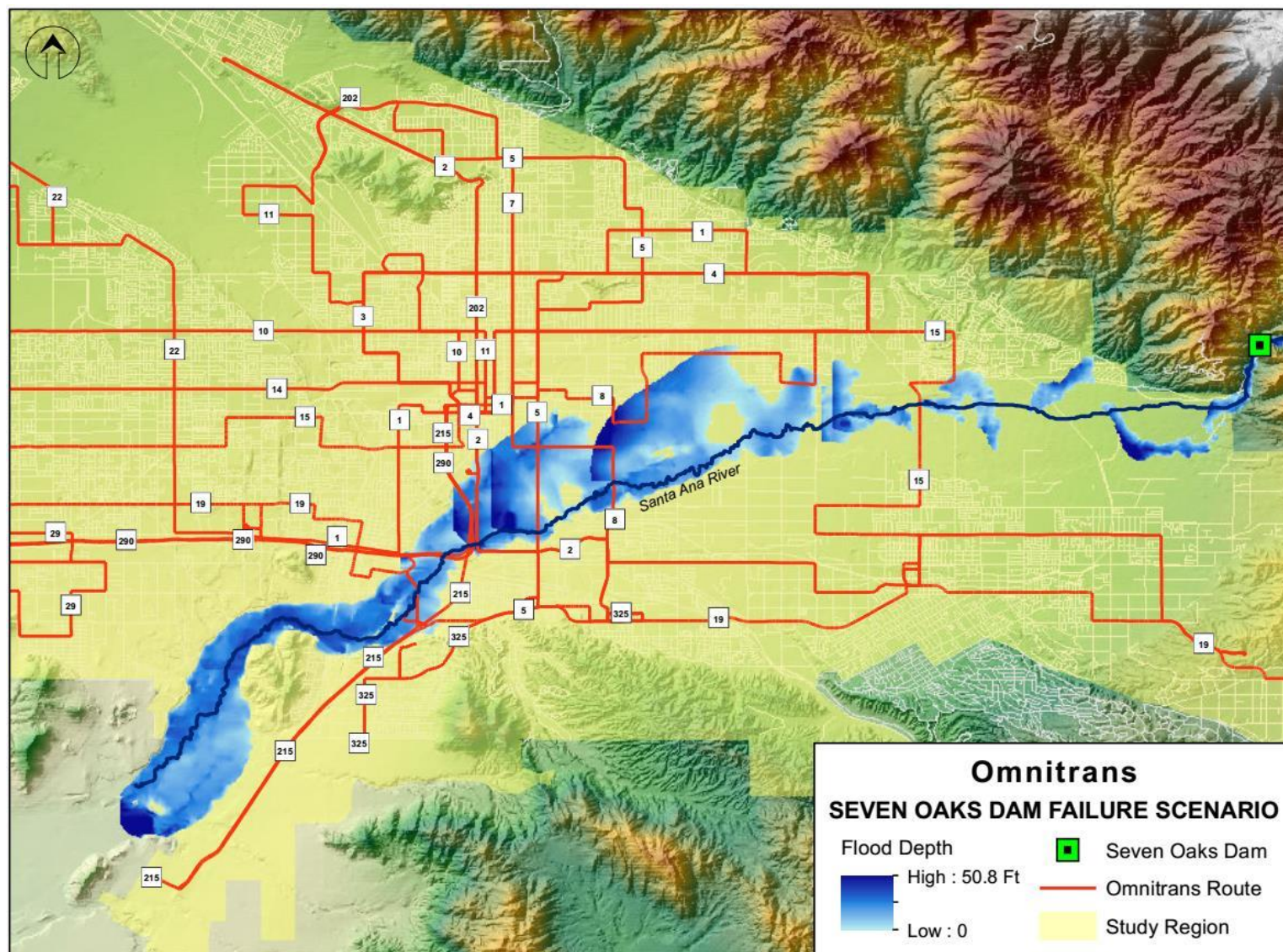
Economic Losses

The total economic loss estimated for the Seven Oak Dam Failure Flood scenario is **\$1.72 billion dollars** which includes building and lifeline related losses based on the region's available inventory. The following tables provide more detailed information about these losses.

Table: Building-Related Economic Losses (\$ Dollars) – Seven Oak Dam Failure Flood Scenario

Category	Area	Residential	Commercial	Industrial	Others	Total
Building Loss	Building	\$437,663,000	\$219,261,000	\$63,424,000	\$19,228,000	\$739,576,000
	Content	\$278,522,000	\$475,108,000	\$131,310,000	\$63,453,000	\$948,393,000
	Inventory	\$0	\$9,893,000	\$16,288,000	\$365,000	\$26,546,000
	Subtotal	\$716,185,000	\$704,262,000	\$211,022,000	\$83,046,000	\$1,714,515,000
Business Interruption	Income	\$22,000	\$1,537,000	\$1,000	\$83,000	\$1,643,000
	Relocation	\$499,000	\$460,000	\$5,000	\$54,000	\$1,018,000
	Rental Income	\$169,000	\$300,000	\$-	\$13,000	\$482,000
	Wage	\$66,000	\$2,038,000	\$7,000	\$1,007,000	\$3,118,000
	Subtotal	\$756,000	\$4,335,000	\$0	\$1,157,000	\$6,261,000
TOTAL		\$716,941,000	\$708,597,000	\$211,035,000	\$84,203,000	\$1,720,776,000

Map: HAZUS Seven Oak Dam Failure Flood Scenario
Source: Emergency Planning Consultants



Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3a.

Q: Is there a description of each hazard's **impacts** on each jurisdiction (what happens to structures, infrastructure, people, environment, etc.)? (Requirement §201.6(c)(2)(ii))

A: See **Impact of Flooding in the Omnitrans Service Area** below.

Impact of Flooding in the Omnitrans Service Area

Floods and their impacts vary by location and severity of any given flood event, and likely only affect certain areas of the region during specific times. Based on the risk assessment, it is evident that floods will continue to have devastating economic impact to certain areas of the Omnitrans service area.

Impact that is not quantified, but anticipated in future events includes:

- ✓ Injury and loss of life;
- ✓ Commercial and residential structural damage;
- ✓ Disruption of and damage to public infrastructure;
- ✓ Secondary health hazards e.g. mold and mildew
- ✓ Damage to roads/bridges resulting in loss of mobility
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Negative impact on commercial and residential property values and
- ✓ Significant disruption to citizens as temporary facilities and relocations would likely be needed.

Drought Hazards

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B2a.

Q: Does the plan include information on **previous occurrences** of hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Previous Occurrences of Drought in the Omnitrans Service Area** below.

Previous Occurrences of Drought in the Omnitrans Service Area

Fortunately, there is no severe history of drought within the Omnitrans service area. Although there is no evidence of a drought having a significant impact on the region at the current time, California as a whole has experienced a serious drought since 2012.

Since the writing of the 2012 Mitigation Plan, there have been no significant damages to the Omnitrans service area from a drought.



Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B1a.

Q: Does the plan include a general **description** of all natural hazards that can affect each jurisdiction? (Requirement §201.6(c)(2)(i))

A: See **Local Conditions** below.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3b.

Q: Is there a description of each identified hazard's overall **vulnerability** (structures, systems, populations, or other community assets defined by the community that are identified as being susceptible to damage and loss from hazard events) for each jurisdiction? (Requirement §201.6(c)(2)(ii))

A: See **Local Conditions** below.

Local Conditions

The region's Mediterranean climate makes it especially susceptible to variations in rainfall. Though the potential risk to the Omnitrans service area is in no way unique, severe water shortages could have a bearing on the economic well-being of the community.

A significant drought has hit the state of California since 2012. The drought has depleted reservoir levels all across the state. In January of 2014, Governor Brown declared a state of emergency and directed state officials to take all necessary actions to prepare for water shortages. As the drought prolonged into 2015, to help cope with the drought, Governor Brown gave an executive order in April 2015 which mandated a statewide 25 percent reduction in water use. In January of 2016, the DWR and the U.S. Bureau of Reclamation have finalized the 2016 Drought Contingency Plan that outlines State Water Project and Central Valley Project operations for February 2016 to November 2016. The plan was developed in coordination with staff from State and federal agencies. Although the drought has more significantly impacted surfaces waters and other agencies that use water for agriculture, the Omnitrans service area is still affected by the drought, primarily due to reduced reliability of imported water.

With respect to the present day, climate data also suggests that the last significant wet period was the 1940s. Well level data and other sources seem to indicate the historic high groundwater levels (reflecting recharge from rainfall) occurred in the same decade. Since that time, rainfall (and groundwater level trends) appears to be in decline. This slight declining trend, however, is not believed to be significant. Climatologists compiled rainfall data from 96 stations in the State that spanned a 100-year period between 1890 and 1990. An interesting note is that during the first 50 years of the reporting period, there was only one year (1890) that had more than 35 inches of rainfall, whereas the second 50-year period recording of 5-year intervals (1941, 1958, 1978, 1982, and 1983) that exceeded 35 inches of rainfall in a single year. The year of maximum rainfall was 1890 when the average annual rainfall was 43.11 inches. The second wettest year on record occurred in 1983 when the State's average was 42.75 inches.

The driest year of the 100-year reported in the study was 1924 when the State's average rainfall was only 10.50 inches. The region with the most stations reporting the driest year in 1924 was the San Francisco Bay area. The second driest year was 1977 when the average was 11.57 inches. The most recent major drought (1987 to 1990) occurred at the end of a sequence of very wet years (1978 to 1983). The debate continues whether "global warming" is occurring, and the degree to which global climate change will have an effect on local micro-climates. The semi-arid southwest is particularly susceptible to variations in rainfall. A study that documented annual precipitation for California since 1600 from reconstructed tree ring data indicates that there was a prolonged dry spell from about 1755 to 1820 in California. Fluctuations in precipitation could contribute indirectly to a number of hazards including wildfire and the availability of water supplies.

Q&A | ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT | B3a.

Q: Is there a description of each hazard's **impacts** on each jurisdiction (what happens to structures, infrastructure, people, environment, etc.)? (Requirement §201.6(c)(2)(ii))

A: See **Impact of Drought in the Omnitrans Service Area** below.

Impacts of Drought in the Omnitrans Service Area

Based on the risk assessment, it is evident that drought events continue to have potentially devastating economic impacts to certain areas of the Omnitrans service area.

Impacts that are not quantified, but can be anticipated in future events, include:

- ✓ Injury and loss of life
- ✓ Disruption of and damage to public infrastructure
- ✓ Significant economic impact (jobs, sales, tax revenue) upon the community
- ✓ Negative impact on commercial and residential property values
- ✓ Uncontrolled fires and associated injuries and damage

Technological & Human-Caused Hazards

Rail Incidents

Train derailments are so localized that the incidents themselves would not typically result in a disaster. However, if there are volatile or flammable substances on the train and the train is in a highly populated or densely forested area, death, injuries, damage to homes, or wildfires could occur. The following table shows rail accidents within San Bernardino County from 2012-2016.

Table: Train Accidents – San Bernardino County (2012-2016)
(Source: Federal Railroad Administration – Office of Safety Analysis)

Year	2012	2013	2014	2015	2016
Total Accidents	26	26	19	30	12
Derailments	24	20	12	26	6
Fatalities	0	0	0	0	0

Duffy Street Incident – San Bernardino - 1989

On May 12, 1989, a 6-locomotive/69-car Southern Pacific freight train was transporting trona (a carbonate mineral), lost control while descending Cajon Pass, derailed on an elevated curve and plowed into a residential area on Duffy Street, just northeast of where the 210 Foothill Freeway crosses the Cajon Creek Wash.

The conductor, head-end brakeman, and two residents were killed in the wreck. Seven houses on the street immediately next to the tracks were demolished by the wreck, as were the lead locomotives and all of the freight cars. Clerks in Mojave had miscalculated the weight of the train, while the engineer and crew at the head end were unaware that one of the rear helper engines had inoperative dynamic brakes. Hence there was not enough dynamic braking force available to maintain control of train speed during the descent. When the helper engineer realized that the train speed was not being adequately controlled, he made an emergency brake application, which deactivated dynamic braking, resulting in a runaway condition. The train reached a speed of about 100 miles per hour (mph) before derailling on an elevated 35 mph curve next to Duffy Street, sending the head end locomotives and several cars off the high railroad bed and into houses on the street below, completely demolishing them.



Hazardous Materials

Hazardous materials are substances that are flammable, combustible, explosive, toxic, noxious, and corrosive, an oxidizer, an irritant, or radioactive. A hazardous material spill or release can pose a risk to life, health, or property. An incident can result in the evacuation of a few people, a section of a facility, or an entire neighborhood.



Hazardous Materials Transportation

Federal emergency planning requirements include the formation of local emergency planning committees (LEPCs). The LEPC is required to evaluate facilities using threshold quantities of extremely hazardous substances (EHS), and determine which facilities are at risk of a release or subject to additional risk due to their proximity to another facility using EHS. The LEPC is also required to identify hazardous materials transportation routes. This requirement has led Region I LEPC to develop a specific transportation element to its plan. The following represents the Region I transportation element:

Transportation of hazardous materials by air, land, or water poses a significant need to plan and coordinate emergency resources necessary to respond to hazardous materials spills and releases. These types of incidents could affect several million Californians and are potentially hazardous to both the local community, and those traveling near the incident site. First, we will discuss the different modes of transportation and the unique challenges presented for planners and emergency responders.

Air

The southern California region has several major air transportation facilities. In some instances, there may be hazardous materials incidents involving air cargo either on the aircraft or on the ground. Initial response to these incidents would be provided by airport emergency response personnel. The need may arise for additional resources to respond. Response efforts must be coordinated to ensure all personnel are made aware of the material involved and of the potential hazards. In the event of a crash of an aircraft, the major hazardous materials concerns will be fuel from the aircraft, hydraulic fluid, and oxygen systems. The threat posed by onboard hazardous cargo will be minimal. Regulations on hazardous materials shipments by air are found in 49 CFR section 175.

Water

Two major ports serve the southern California region. These are the Port of Los Angeles and the Port of Long Beach. The prime concern for these two major ports would be releases of petroleum products from both oil tankers and other large ocean

going vessels. Not only is there a significant potential from fire and explosion, the environmental effects could be catastrophic. Additionally, many other types of hazardous materials may be shipped by bulk or containerized cargo. Planners must recognize potential risks associated with vessels and port facilities in their hazard assessment. Response to water related incidents is coordinated through the Coast Guard and the California Department of Fish and Game.

Ground

Ground transportation provides the largest movement of hazardous materials and will generate the majority of incidents which will be confronted by local emergency response personnel. The three modes of ground transportation are rail, highway, and pipeline.

Rail is unique in both the quantity and types of hazardous materials which can be involved in one incident. Collisions, derailments, and mechanical failure, as well as loading and unloading, can all result in very serious hazardous materials incidents. A critical consideration for planners is a careful evaluation of the rail traffic in their jurisdiction. Rail companies as well as product manufacturers have emergency response teams available to assist local emergency responders. The United States Department of Transportation governs the transportation of hazardous materials by rail.

Highway-related hazardous materials incidents account for the vast majority of situations faced by local responders. Highway incidents range from minor releases of diesel fuel, to multiple vehicle accidents involving large quantities of multiple types of hazardous materials. A concern for planners is the fact that these incidents can occur anywhere throughout the region. Multiple agency coordination is essential for successful control and mitigation of these incidents. Section 2454 of the California Vehicle Code mandates authority for incident command at the scene of an on-highway hazardous substance incident in the appropriate law enforcement agency having primary traffic investigative authority on the highway where the incident occurs.

Pipeline incidents will typically involve compressed natural gas, or petroleum products. An important aspect for planners to consider is that pipelines are frequently out of sight and out of mind. Southern California region is honeycombed with underground pipelines ranging from a few inches to several feet in diameter. Pipelines transport products from as far away as Texas for use by local consumers. An important source of information on underground pipelines is Dig Alert. Regulation of pipeline activity is governed by the U.S. Department of Transportation and the California Public Utilities Commission.

Potential Effects of a Hazardous Materials Incident

As previously mentioned, highway accidents and incidents will constitute the majority of emergency response situations. There are two distinct facets which must be addressed in a local emergency action plan. Planners must consider the local community with fixed facilities and those individuals in transit. The following is illustrative of typical concerns which planners will encounter in addressing hazardous material occurrences.

Residential and Business Community

Chemical spills on streets and highways can impact the public in one or more of the following ways:

- ✓ Shelter-in-place
- ✓ Evacuations
- ✓ Restriction or detour of local traffic
- ✓ Damage to homes and businesses
- ✓ Injury, illness or death

Because of these potentially dangerous situations, it is necessary for emergency responders to be familiar with requirements for hazmat spill notification and to obtain and direct the resources necessary to protect public health and the environment.

Commuter/Delivery Traffic

In addition to the surrounding locale, travelers going through or near transportation incidents may be impacted in several ways:

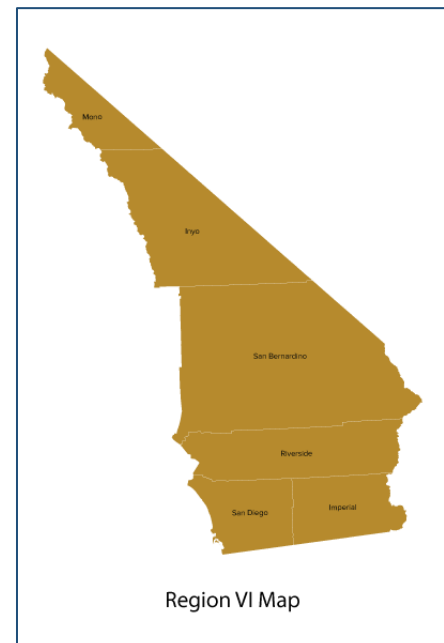
- ✓ Exposure to harmful or flammable chemicals resulting in injury or illness
- ✓ Delayed travel
- ✓ Accidents
- ✓ Vehicle damage due to chemical contact

Agencies with on highway responsibility in LEPC Region VI should become familiar with shipping corridors and traffic patterns.

Region VI Transportation Needs

Research has indicated that the majority of hazardous materials incidents occur in the transportation arena. This fact strongly suggests that the region make the following recommendations for further transportation planning assessment:

- ✓ Identify various surface transporters within the region
- ✓ Determine level of training as it relates to transportation routes and notification requirements
- ✓ Evaluate emergency response resources for both public and private hazardous materials response teams
- ✓ Prioritize response resources in areas unable to respond to proportionally higher number of incidents.
- ✓ Develop standard guidelines for evacuation of populations impacted by transportation related incidents.
- ✓ Evaluate the need to perform Transportation Risk Assessment for selected high priority areas.



Emergency planning principles and practices indicate that emergency plans include all the hazards existing within a jurisdiction. California OES has developed the Emergency Planning Guidance for Local Government to assist local government in conducting emergency planning.

Terrorism

The complexity, scope, and potential consequences of a terrorist threat or incident require that there be a rapid and decisive capability to resolve the situation. The resolution to an act of terrorism demands an extraordinary level of coordination of crisis and consequence management functions and technical expertise across all levels of government. No single Federal, State, or Local governmental agency has the capability or requisite authority to respond independently and mitigate the consequences of such a threat to national security.

The incident may affect a single location or multiple locations, each of which may be a disaster scene, a hazardous scene and/or a crime scene simultaneously.

History

On December 2, 2015, 14 people were killed and 22 others were seriously injured in a terrorist attack consisting of a mass shooting and an attempted bombing at the Inland Regional Center in San Bernardino, California. The incident is commonly referred to as the “Waterman Terrorist Attack”. The fourteen people killed that day were staff members of the County of San Bernardino Public Health Department – Environmental Health Services Division.



State of California Terrorism Guidance

The catastrophic attacks on the World Trade Center Building in New York City and the Alfred P. Murrah Federal Building in Oklahoma City shocked the nation into the reality that there are no domestic safe havens from acts of terrorism. These two apparently unrelated events punctuate our nation's vulnerability, and highlight California's risk of similar attack against its public officials, private and multi-national corporations, public infrastructure, and government facilities.

Historically, California has had a long experience combating terrorist groups, both domestic and international. Domestic terrorist groups in the state have been largely issue-oriented, while the few known internationally based incidents have mostly targeted the state's émigré communities and been related to foreign disputes. Today, however, both groups are more likely to be aligned nationally and/or internationally through electronic networking. The issues and politics of these groups remain essentially unchanged but now include increasing expressions of hatred for

existing forms of government. The World Trade Center Incident demonstrates that international terrorist groups have the potential to operate with deadly effectiveness in this country. Such groups may offer no allegiance to any particular country but seek political or personal objectives that transcend national/state boundaries.

There is appropriate concern that such attacks as witnessed in Tokyo, New York City, and Oklahoma City could occur in California. A terrorist acting alone or in concert with any of the known national or international groups could readily commit acts of terrorism in California. The open availability of basic shelf-type chemicals and mail order biological research materials, coupled with an access to even the crudest laboratory facilities, could enable the individual extremist or an organized terrorist faction to manufacture proven highly lethal substances or to fashion less sophisticated weapons of mass destruction. The use of such weapons could result in mass casualties, long term contamination, and wreak havoc to both the state and national economies.

The freedom of movement and virtually unrestricted access to government officials, buildings, and critical infrastructure afforded to California's citizens and foreign visitors, presents the terrorist with the opportunity and conditions of anonymity to deliver such devastation and its tragic consequences with only the crudest devices of nuclear, chemical, or biological content.

Terrorist incidents create a unique environment in which to manage emergency response. Local responders are typically the first on scene during an actual incident and local government has primary responsibility for protecting public health and safety. Ordinarily, the local first response will be conducted under California's Standardized Emergency Management System (SEMS) which forms the basis of California's concept of operations for managing any kind of emergency or disaster, including terrorist incidents. The local responders will manage all aspects of the incident until the FBI assumes command, by virtue of its legal authority, of the law enforcement aspects relating to identifying, apprehending, and neutralizing the terrorists and their weapons. Local and state authorities always maintain control of their response resources and continue to operate utilizing SEMS.

San Bernardino/Riverside County Terrorism Early Warning Group (TEWG)

Effective and rapid dissemination of indications and warnings to local emergency response agencies is an essential yet problematic element of terrorism management efforts. For bio-terrorist threats, such efforts must integrate ongoing real-time surveillance efforts. Terrorism Early Warning Groups are a multilateral, multidisciplinary effort to monitor open source data to identify trends and potential threats, monitor potential threat information during periods of heightened concern, assess potential targets and perform net assessments to guide decision making during actual events. TEWG provides integrated threat and net assessment from a multi-jurisdictional perspective. City and county fire departments work together with emergency management, FBI, local law enforcement agencies, Department of Health Services, as well as other state and federal offices. The formation of TEWGs supports field response in the preparation for and response to acts of terrorism.

The San Bernardino/Riverside County TEWG provides Unified Command Structure with the impact of an attack on the operational area, gauges resource needs and shortfalls, continuously monitors and assesses situational awareness and status, and acts as the point of contact for inter-agency liaison in order to develop options for courses of action for incident resolution. TEWG is an Emerging Threat Workspace (Civil Battle Lab) for stimulating National Strategy for emerging threat issues:

- Terrorism and Infrastructure Protection
- Public Order (Riots/Disturbances)
- Civil-Military Interoperability for Urban Operations
- Civilian Police (CIVPOL) for Peace Officers
- Networked Threats and Emerging Threats
- Counterterrorism Technology Test Bed



Biological & Chemical Terrorism

The Public Health Response to Biological and Chemical Terrorism: Interim Planning Guidance for State Public Health Officials (hereafter referred to as the Planning Guidance) outlines steps for strengthening the capacity of the public health system to respond to and protect the nation against the dangers of a terrorism incident. Although the Planning Guidance focuses on the biological and chemical terrorism preparedness efforts of state-level health department personnel, it can be used as a planning tool by anyone in the response community, regardless of his or her position within that community or level of government.

The public health community at large also can use this document to improve its terrorism preparedness and develop terrorism response plans. The preparedness program outlined in this Planning Guidance, once implemented, should improve the ability of all public health agencies to respond to emergency situations arising from all sources, not just terrorism.

The Planning Guidance focuses on the capabilities that state health departments are likely to need to respond effectively to a terrorism incident. Despite the public health focus of this document, the terrorism plan ultimately should not be agency-specific. Instead, the terrorism plan should be integrated, outlining the roles and responsibilities of all agencies that participate in a response. This coordinated terrorism plan should then be annexed to the State's all-hazard Emergency Plan.

Terrorism Mitigation

Because the primary mechanism for past terrorist incidents has been bombings and because of the potential for mass casualties from a WMD terrorist event, the primary focus of the State's hazard mitigation strategy for terrorism is on mitigation measures that reduce risk from bomb blast and nuclear, biological, and chemical attacks to critical state facilities and population.

Measures include:

Hardening (construction/retrofitting)

- ✓ Relocation/retrofitting of air intakes
- ✓ Ventilation system upgrade/retrofit
- ✓ Protect tower bases of bridges
- ✓ Seismic retrofitting
- ✓ Upgrade/retrofit water main system
- ✓ Blast guard window film/glazing, frames
- ✓ Egress improvements

Barriers and Fencing

- ✓ Fencing around air intakes
- ✓ Fencing around fuel supply
- ✓ Vehicle barriers, bollards, popup gates, hydraulic barriers
- ✓ Waterfront security system
- ✓ Perimeter fencing

Redundant systems

- ✓ Fire protection system
- ✓ Communications systems
- ✓ Information technology
- ✓ Utility (Gas/Heat/Water)
- ✓ Utility (Electric)

Security Measures

- ✓ Security systems/early warning systems
- ✓ Warning and alarms systems directly related to system protection/shut down
- ✓ Smart utility management systems on all critical services.

Planning/Studies

- ✓ Telecommunications plans
- ✓ IT disaster recovery plans
- ✓ Business continuity/resumption plans
- ✓ Intelligence gathering and sharing
- ✓ Threat, vulnerability, and risk assessments
- ✓ Evacuation plans
- ✓ Site security planning

Seismic Study

- ✓ Retrofitting
- ✓ Interior lighting
- ✓ Exterior lighting
- ✓ Staging areas

Surveillance

- ✓ Secure Access & Entry Points
- ✓ Card swipe system
- ✓ Magnetometer

- ✓ Metal detectors
- ✓ Surveillance cameras & closed circuit TVs
- ✓ Personnel detection equipment
- ✓ Vehicle detection equipment
- ✓ Radar systems
- ✓ Building access system
- ✓ Motion detectors
- ✓ Replacing door locks and keys

IT Systems

- ✓ Security management system
- ✓ Building access system
- ✓ Employee identification system
- ✓ Coding protocol for sensitive records.

These above-listed measures are already being used in many communities and situations and have proven effective in reducing or eliminating hazard risk. Each of these measures directly meets an objective stated in the state's Hazard Mitigation Strategy.

Aircraft Accident

Aircraft fly over the Omnitrans service area throughout the day and night because of the high number of airports in the region. Because of the large number of flights over the region, there is the risk of an air disaster resulting from a variety of aircraft situations. The major airports in the area include: San Bernardino International Airport, Ontario International Airport, Los Angeles International Airport, and John Wayne Airport. There are also a number of smaller private and military airports in the region that could affect the service area.

Table: Major Airports near Omnitrans Service Area

Airport
San Bernardino International Airport (SBD)
Ontario International Airport (ONT)
John Wayne Airport (SNA)
Los Angeles International Airport (LAX)

Aircraft flying over San Bernardino are located in the Southern California TRACON (SCT). Southern California TRACON (SCT) serves most airports in Southern California and guides about 2.2 million planes over roughly 9,000 square miles in a year, making our facility one of the busiest in the world. SCT, or SoCal TRACON as it is nicknamed, provides radar air traffic approach control services to all arriving and departing aircraft for most airports in Southern California. SCT's airspace covers an area from 20 miles north of Burbank to the US/Mexican border and from San Bernardino to Santa Catalina Island. Airports receiving SCT services include Burbank Airport, John Wayne Airport, Los Angeles International Airport, Long Beach Airport, March AFB, MCAS Miramar, NAS North Island, Ontario Airport, San Diego International Airport, Van Nuys Airport and many smaller airports that service general aviation.

Most Recent Major Accident – San Bernardino Area

Fortunately, there have been limited aircraft accidents within the San Bernardino area – most attributed to small, civilian aircraft incidents in the mountainous regions. Although there have been no major incidents involving large commercial aircraft, the risk of a future incident is possible given the highly congested southern California airspace.



PART III: MITIGATION STRATEGIES

Mitigation Strategies

Overview of Mitigation Strategy

As the cost of damage from disasters continues to increase nationwide, Omnitrans recognizes the importance of identifying effective ways to reduce vulnerability to disasters. Mitigation Plans assist communities in reducing risk from natural hazards by identifying resources, information and strategies for risk reduction, while helping to guide and coordinate mitigation activities at Omnitrans facilities.

The plan provides a set of action items to reduce risk from hazards through education and outreach programs, and to foster the development of partnerships. Further, the plan provides for the implementation of preventative activities.

The resources and information within the Mitigation Plan:

1. Establish a basis for coordination and collaboration among agencies and the public in the Omnitrans service area;
2. Identify and prioritize future mitigation projects; and
3. Assist in meeting the requirements of federal assistance programs

The Mitigation Plan is integrated with other plans including the Omnitrans System Security and Emergency Response Preparedness Plan (SSERPP) and Facilities Maintenance Plan as well as department-specific standard operating procedures.

Mitigation Measure Categories

Following is FEMA's list of mitigation categories. The activities identified by the Planning Team are consistent with the six broad categories of mitigation actions outlined in FEMA publication 386-3 *Developing the Mitigation Plan: Identifying Mitigation Actions and Implementing Strategies*.

- ✓ **Prevention:** Government administrative or regulatory actions or processes that influence the way land and buildings are developed and built. These actions also include public activities to reduce hazard losses. Examples include planning and zoning, building codes, capital improvement programs, open space preservation, and storm water management regulations.
- ✓ **Property Protection:** Actions that involve modification of existing buildings or structures to protect them from a hazard, or removal from the hazard area. Examples include acquisition, elevation, relocation, structural retrofits, storm shutters, and shatter-resistant glass.
- ✓ **Public Education and Awareness:** Actions to inform and educate citizens, property owners, and elected officials about hazards and potential ways to mitigate them. Such actions include outreach projects, real estate disclosure, hazard information centers, and school-age and adult education programs.

- ✓ **Natural Resource Protection:** Actions that, in addition to minimizing hazard losses preserve or restore the functions of natural systems. Examples include sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation.
- ✓ **Emergency Services:** Actions that protect people and property during and immediately following a disaster or hazard event. Services include warning systems, emergency response services, and protection of critical facilities.
- ✓ **Structural Projects:** Actions that involve the construction of structures to reduce the impact of a hazard. Such structures include dams, levees, floodwalls, retaining walls, and safe rooms.

Q&A | ELEMENT C. MITIGATION STRATEGY | C3

Q: Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i))

A: See **Goals** below.

Q&A | ELEMENT D. MITIGATION STRATEGY | D3

Q: Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))

A: See **Mitigation Actions Matrix** below.

Goals

The Planning Team reviewed the goals from the 2012 HMP and decided to expand the goals and eliminate the objectives. The Planning Team felt the objectives were best expressed as mitigation action items.

The goals are based on the risk assessment and Planning Team input, and represents a long-term vision for hazard reduction or enhanced mitigation capabilities. They are compatible with community needs and goals expressed in other planning documents prepared by Omnitrans.

Each goal is supported by mitigation action items. The Planning Team developed these action items through its knowledge of the local area, risk assessment, review of past efforts, identification of mitigation activities, and qualitative analysis.

The five mitigation goals and descriptions are listed below.

Protect Life and Property

Implement activities that assist in protecting lives by making homes, businesses, infrastructure, critical facilities, and other property more resistant to losses from natural, human-caused, and technological hazards.

FEMA defines **Goals** as general guidelines that explain what you want to achieve. They are usually broad policy-type statements, long-term, and represent global visions.

FEMA defines **Mitigation Activities** as specific actions that help you achieve your goals and objectives.

Improve hazard assessment information to make recommendations for avoiding new development in high hazard areas and encouraging preventative measures for existing development in areas vulnerable to natural, human-caused, and technological hazards.

Enhance Public Awareness

Develop and implement education and outreach programs to increase public awareness of the risks associated with natural, human-caused, and technological hazards.

Provide information on tools; partnership opportunities, and funding resources to assist in implementing mitigation activities.

Preserve Natural Systems

Support management and land use planning practices with hazard mitigation to protect life.

Preserve, rehabilitate, and enhance natural systems to serve hazard mitigation functions.

Encourage Partnerships and Implementation

Strengthen communication and coordinate participation with public agencies, riders, non-profit organizations, business, and industry to support implementation.

Encourage leadership within Omnitrans and public organizations to prioritize and implement local and regional hazard mitigation activities.

Strengthen Emergency Services

Establish policy to ensure mitigation projects for critical facilities, services, and infrastructure.

Strengthen emergency operations by increasing collaboration and coordination among public agencies, non-profit organizations, business, and industry.

Coordinate and integrate hazard mitigation activities where appropriate, with emergency operations plans and procedures.

Q&A | ELEMENT C. MITIGATION STRATEGY | C5a.

Q: Does the plan explain how the mitigation actions and projects will be prioritized (including cost benefit review)? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))

A: See **Benefit/Cost Ratings** and **Priority Rating** below.

Benefit/Cost Ratings

The benefits of proposed projects were weighed against estimated costs as part of the project prioritization process. The benefit/cost analysis was not of the detailed variety required by FEMA for project grant eligibility under the Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM) grant program. A less formal approach was used because some projects may not be implemented for up to 10 years, and associated costs and benefits could change dramatically in that time. Therefore, a review of the apparent benefits versus the apparent cost of each project was performed. Parameters were established for assigning subjective ratings (high, medium, and low) to the costs and benefits of these projects.

Cost ratings were defined as follows:

High: Existing jurisdictional funding will not cover the cost of the action item so other sources of revenue would be required.

Medium: The action item could be funded through existing jurisdictional funding but would require budget modifications.

Low: The action item could be funded under existing jurisdictional funding.

Benefit ratings were defined as follows:

High: The action item will provide short-term and long-term impacts on the reduction of risk exposure to life and property.

Medium: The action item will have long-term impacts on the reduction of risk exposure to life and property.

Low: The action item will have only short-term impacts on the reduction of risk exposure to life and property.

Q&A | ELEMENT D. MITIGATION STRATEGY | D3

Q: Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))

A: See **Mitigation Actions Matrix** below.

Priority Rating

As in the 2012 HMP, the Planning Team utilized the following Priority Rating method. Note: the 2012 HMP contained 3 mitigation action items all with a priority rating of “High”. Those 3 items were rolled into the 2018 HMP Update and remain to be prioritized as “High”. Designations of “High”, “Medium”, and “Low” priority have been assigned to all of the action item using the following criteria:

Does the Action:

- ☐ solve the problem?
- ☐ address Vulnerability Assessment?
- ☐ reduce the exposure or vulnerability to the highest priority hazard?
- ☐ address multiple hazards?
- ☐ benefits equal or exceed costs?
- ☐ implement a goal, policy, or project identified in the General Plan or Capital Improvement Plan?

Can the Action:

- ☐ be implemented with existing funds?
- ☐ be implemented by existing state or federal grant programs?
- ☐ be completed within the 5-year life cycle of the LHMP?
- ☐ be implemented with currently available technologies?

Will the Action:

- ☐ be accepted by the community?
- ☐ be supported by community leaders?
- ☐ adversely impact segments of the population or neighborhoods?
- ☐ require a change in local ordinances or zoning laws?
- ☐ positive or neutral impact on the environment?
- ☐ comply with all local, state and federal environmental laws and regulations?

Is there:

- ☐ sufficient staffing to undertake the project?
- ☐ existing authority to undertake the project?

As mitigation action items were updated or written the Planning Team, representatives were provided worksheets for each of their assigned action items. Answers to the criteria above determined the priority according to the following scale.

- 1-6 = Low priority
- 7-12 = Medium priority
- 13-18 = High priority

Q&A | ELEMENT C. MITIGATION STRATEGY | C1b.

Q: Does the plan document each jurisdiction's ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))c

A: See **Mitigation Actions Matrix** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C4a.

Q: Does the plan identify and analyze a comprehensive range (different alternatives) of specific mitigation actions and projects to reduce the impacts from hazards? (Requirement §201.6(c)(3)(ii))

A: See **Mitigation Actions Matrix** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C4b.

Q: Does the plan identify mitigation actions for every hazard posing a threat to each participating jurisdiction? (Requirement §201.6(c)(3)(ii))

A: See **Mitigation Actions Matrix** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C4c.

Q: Do the identified mitigation actions and projects have an emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii))

A: See **Mitigation Actions Matrix** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C5a.

Q: Does the plan explain how the mitigation actions and projects will be prioritized (including cost benefit review)? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))

A: See **Mitigation Actions Matrix** below.

Q&A | ELEMENT C. MITIGATION STRATEGY | C5b.

Q: Does the plan identify the position, office, department, or agency responsible for implementing and administering the action/project, potential funding sources and expected timeframes for completion? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))

A: See **Mitigation Actions Matrix** below.

Q&A | ELEMENT D. MITIGATION STRATEGY | D1

Q: Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3))

A: See **Mitigation Actions Matrix** below.

Q&A | ELEMENT D. MITIGATION STRATEGY | D2

Q: Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3))

A: See **Mitigation Actions Matrix** below.

Q&A | ELEMENT D. MITIGATION STRATEGY | D3

Q: Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))

A: See **Mitigation Actions Matrix** below.

Mitigation Actions Matrix

Following is **Table: Mitigation Actions Matrix** which identifies the existing and future mitigation activities developed by the Planning Team.

Table: Mitigation Actions Matrix

Mitigation Action Item	Coordinating Agency/Department	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Buildings & Infrastructure: Does the Action item involve New and/or Existing Buildings and/or Infrastructure? Yes (Y)	Funding Source: OB- Operating Budget, GR-Grant, CB-Capital Budget	Planning Mechanism: OB-Operating Budget, CB-Capital Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2018 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
MULTI-HAZARD ACTION ITEMS														
MH-1 Maintain a Planning Team to monitor, evaluate, and update the HMP.	Safety & Security Division	Annual	X	X	X	X	X		OB	OB	M	L	H	Revised – action item, timeline, funding, planning mechanism, benefit, cost.
MH-2 Ensure that all new buildings, major remodels, and/or building additions conform to California Buildings Codes, City Building Codes, Uniform Building Codes, National Fire Protection Association, State Fire Marshal,	Maintenance Department – Facilities Management	Ongoing	X	X	X	X	X		CB	CB	H	H	H	Revised – action item, agency, timeline, funding, planning mechanism, benefit, cost.

Mitigation Action Item	Coordinating Agency/Department	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Buildings & Infrastructure: Does the Action item involve New and/or Existing Buildings and/or Infrastructure? Yes (Y)	Funding Source: OB- Operating Budget, GR-Grant, CB-Capital Budget	Planning Mechanism: OB-Operating Budget, CB-Capital Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2018 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
and other local fire and other regulatory agencies. This will assist in mitigating effects from earthquakes, fires, and other natural disasters.														
MH-3 Examine existing flood zones, major earthquake faults, and fire prone areas when developing Omnitrans' System Security & Emergency Response Preparedness Plan (SSERPP). This allows the Agency to mitigate placing agency resources in harm's way during these types of disasters.	Marketing and Planning Department	Ongoing	X	X	X	X	X		OB	OB	H	M	H	Revised – action item, agency, timeline, funding, planning mechanism, benefit, cost.
MH-4 Remove LNG Tanks and replace with underground pipes.	Maintenance Department – Facilities Management, Safety &	1 year	X	X	X	X	X		CB	CB	H	H	H	New

Mitigation Action Item	Coordinating Agency/Department	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Buildings & Infrastructure: Does the Action item involve New and/or Existing Buildings and/or Infrastructure? Yes (Y)	Funding Source: OB- Operating Budget, GR-Grant, CB-Capital Budget	Planning Mechanism: OB-Operating Budget, CB-Capital Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2018 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
	Security Office													
MH-5 Update HAZUS each time the Hazard Mitigation Plan is updated.	Planning Team	Every 5 years	X	X	X	X	X		GR, OB	GR, OB	H	L	H	
MH-6 Contract with a geotechnical engineer to analyze seismic and flood vulnerability of Omnitrans facilities.	Maintenance Department – Facilities Management	5 years	X	X	X	X	X		GR	GR	H	M	H	New
MH-7 At Omnitrans East Valley facility (HQ), provide dedicated A/C units for IT/DVR closets for proper cooling of heat sensitive IT components.	Maintenance Department – Facilities Maintenance	3 years	X				X	X	CB	CB	H	M	H	New
MH-8 Replace existing make up air units that are reaching their "end of life" usage, and to achieve a more consistent level of comfort throughout the garage	Maintenance Department – Facilities Maintenance	1 year	X				X	X	CB	CB	H	M	H	New

Mitigation Action Item	Coordinating Agency/Department	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Buildings & Infrastructure: Does the Action item involve New and/or Existing Buildings and/or Infrastructure? Yes (Y)	Funding Source: OB- Operating Budget, GR-Grant, CB-Capital Budget	Planning Mechanism: OB-Operating Budget, CB-Capital Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2018 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
areas.														
MH-9 Provide dedicated A/C unit for Maintenance Supervisors office for after-hours operation of primary A/C unit.	Maintenance Department – Facilities Maintenance	Completed 2016	X			X	X		CB	CB	H	M	H	New
MH-10 Repair concrete lanes at WV Fuel Island and re-slope for proper drainage.	Maintenance Department – Facilities Maintenance	Completed 2016	X			X	X		CB	CB	H	M	H	New
MH-11 Complete roof replacement for administration building at I Street facility. Evaluate the use of an energy saving white roof.	Maintenance Department – Facilities Maintenance	Completed 2016	X			X	X		CB	CB	H	M	H	New
MH-12 Replace existing air conditioning units that are reaching their "end of life" use at the I Street facility.	Maintenance Department – Facilities Maintenance	Completed 2016	X			X	X		CB	CB	H	M	H	New
MH-13 Replace obsolete in-	Maintenance	Completed	X			X	X		CB	CB	H	M	H	New

Mitigation Action Item	Coordinating Agency/Department	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Buildings & Infrastructure: Does the Action item involve New and/or Existing Buildings and/or Infrastructure? Yes (Y)	Funding Source: OB- Operating Budget, GR-Grant, CB-Capital Budget	Planning Mechanism: OB-Operating Budget, CB-Capital Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2018 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
ground hydraulic hoists for garage at West Valley facility.	Department – Facilities Maintenance	2015												
MH-14 Complete roof replacement for administration building at West Valley facility (Fuel Island). Evaluate the use of an energy saving white roof.	Maintenance Department – Facilities Maintenance	1 year	X			X	X		CB	CB	H	M	H	New
MH-15 Replace existing air conditioning units that are reaching their "end of life" use at West Valley facility (Shop).	Maintenance Department – Facilities Maintenance	1 year	X			X	X		CB	CB	H	M	H	New
MH-16 Add evaporative coolers and controls for garage to enhance cooling at West Valley facility.	Maintenance Department – Facilities Maintenance	2 years	X			X	X		CB	CB	H	M	H	New
MH-17 Replace existing air conditioning units that are reaching their "end of life" use at West Valley facility	Maintenance Department – Facilities Maintenance	1 year	X			X	X		CB	CB	H	M	H	New

Mitigation Action Item	Coordinating Agency/Department	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Buildings & Infrastructure: Does the Action item involve New and/or Existing Buildings and/or Infrastructure? Yes (Y)	Funding Source: OB- Operating Budget, GR-Grant, CB-Capital Budget	Planning Mechanism: OB-Operating Budget, CB-Capital Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2018 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
(Operations).														
MH-18 Upgrade underground storage tanks (UST) manholes with Fibrelite type composite manhole covers or equivalent.	Maintenance Department – Facilities Maintenance	3 years	X			X	X		CB	CB	H	M	H	New
EARTHQUAKE ACTION ITEMS														
EQ-1 Purchase and maintain earthquake supplies including medical supplies, water, and food rations enough to support mission critical staff.	Safety & Security Office	1 year	X	X	X	X	X		GR	GR	H	H	H	New
EQ-2 Encourage staff awareness by promoting MyHazards.com.	Safety & Security Office	1 year	X	X	X	X	X		OB	OB	H	L	H	New
EQ-3 Enlist in Earthquake Early Warning System	Safety & Security Office	As soon as available	X	X	X	X	X		OB	OB	H	L	H	New
EQ-4 Prepare strategy and install non-structural earthquake measures.	Maintenance Department – Facilities Maintenance	1-2 years	X	X	X	X	X		OB	OB	H	L	H	New

Mitigation Action Item	Coordinating Agency/Department	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Buildings & Infrastructure: Does the Action item involve New and/or Existing Buildings and/or Infrastructure? Yes (Y)	Funding Source: OB- Operating Budget, GR-Grant, CB-Capital Budget	Planning Mechanism: OB-Operating Budget, CB-Capital Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2018 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
WILDFIRE ACTION ITEMS														
WF-1 Maintain defensible space techniques on the half-acre parcel at the "J" Street Lot and at Omnitrans Headquarters.	Maintenance Department – Facilities Management	Ongoing	X	X	X	X	X		OB	OB	H	L	H	New – started in 2016
WF-2 Work with member agencies to develop evacuation strategies suitable for Omnitrans buses.	Safety & Security Office	1-2 years	X	X	X	X	X		OB	OB	H	L	H	New
FLOODING (INCLUDING DAM FAILURE) ACTION ITEMS														
FLD-1 Conduct asphalt analysis to determine appropriate measures for preservation of parking lots at Omnitrans HQ. Identify areas for removal & replacement, areas that could be overlaid, areas that need crack	Maintenance Department – Facilities Management	Designed in 2017, bid & build in 2018	X	X	X	X	X		CB	CB	H	H	H	New

Mitigation Action Item	Coordinating Agency/Department	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Buildings & Infrastructure: Does the Action item involve New and/or Existing Buildings and/or Infrastructure? Yes (Y)	Funding Source: OB- Operating Budget, GR-Grant, CB-Capital Budget	Planning Mechanism: OB-Operating Budget, CB-Capital Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2018 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
fill, and areas that need seal coating and re-striping. A major goal of this project will be to better control water runoff caused by major storms which, at present, overtax the existing storm drain system.														
FLD-2 Install flood sensors at each Omnitrans facility.	Maintenance Department – Facilities Management	5 years	X	X	X	X	X		OB	OB	H	M	H	New
FLD-3 Install cleanouts in storm drains at each Omnitrans facility.	Maintenance Department – Facilities Management	Monthly	X	X	X	X	X		OB	OB	H	L	H	New
FLD-4 Repair concrete lanes at West Valley Fuel Island and re-slope paved area to improve drainage.	Maintenance Department – Facilities Management	1 year	X	X	X	X	X		CB	CB	H	M	H	New

Mitigation Action Item	Coordinating Agency/Department	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Buildings & Infrastructure: Does the Action item involve New and/or Existing Buildings and/or Infrastructure? Yes (Y)	Funding Source: OB- Operating Budget, GR-Grant, CB-Capital Budget	Planning Mechanism: OB-Operating Budget, CB-Capital Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2018 Comments and Status - Completed, Revised, Deleted, New, Deferred, and Notes
DROUGHT ACTION ITEMS														
DR-1 Continue using reclaimed water for bus washing.	Maintenance Department – Facilities Management	Ongoing	X	X	X	X	X		OB	OB	H	M	H	New
DR-2 Continue with water conservation techniques including landscape moisture sensors and motion sensor for internal toilets and sinks.	Maintenance Department – Facilities Management	Ongoing	X	X	X	X	X		OB	OB	H	M	H	New – started in 2015
TECHNOLOGICAL & HUMAN-CAUSED ACTION ITEMS														
THC-1 Maintain existing systems and protocols that protect riders and staff against technological and human-caused disasters.	Safety & Security Office, IT, Marketing Department	Ongoing	X	X	X	X	X		OB	OB	H	L	H	New
THC-2 Integrate technological and human-caused hazards into the Omnitrans disaster exercise schedule.	Safety & Security Office	1-5 years	X	X	X	X	X		GR, OB	GR, OB	H	M	H	New

Plan Maintenance

The plan maintenance process includes a schedule for monitoring and evaluating the Plan annually and producing a plan revision every five years. This section describes how Omnitrans will integrate public participation throughout the plan maintenance process.

Local Mitigation Officer

The Planning Team that was involved in research and writing of the Plan will also be responsible for implementation. The Planning Team will be led by the Planning Team Chair (Mark Crosby - Security & Emergency Preparedness Coordinator - HR/SSRC) who will be referred to as the Local Mitigation Officer. Under the direction of the Local Mitigation Officer, the Planning Team will take responsibility for plan maintenance and implementation. The Local Mitigation Officer will facilitate the Planning Team meetings and will assign tasks such as updating and presenting the Plan to the members of the Planning Team. Plan implementation and evaluation will be a shared responsibility among all of the Planning Team members. The Local Mitigation Officer will coordinate with Omnitrans leadership to ensure funding for 5-year updates to Plan as required by FEMA.

The Planning Team will be responsible for coordinating implementation of plan action items and undertaking the formal review process. The Local Mitigation Officer will be authorized to make changes in assignments to the current Planning Team.

The Planning Team will meet no less than annually. Meeting dates will be scheduled once the final Planning Team has been established. These meetings will provide an opportunity to discuss the progress of the action items and maintain the partnerships that are essential for the sustainability of the mitigation plan. The Local Mitigation Officer or designee will be responsible for contacting the Planning Team members and organizing the annual meeting which will take place annually during the month of the Plan's approval.

Method and Scheduling of Plan Implementation

	Year 1	Year 2	Year 3	Year 4	Year 5
Monitoring	X	X	X	X	X
Evaluating					X
Internal Planning Team Evaluation	X	X	X	X	X
Cal OES and FEMA Evaluation					X
Updating					X

Monitoring and Implementing the Plan

Plan Adoption

The Omnitrans Board of Directors will be responsible for adopting the Mitigation Plan. This governing body has the authority to promote sound public policy regarding hazards. Once the plan has been adopted, the Local Mitigation Officer will be responsible for submitting it to the State Hazard Mitigation Officer at California Emergency Management Agency (Cal OES). Cal OES will then submit the plan to the Federal Emergency Management Agency (FEMA) for review and approval. This review will address the requirements set forth in 44 C.F.R. Section

201.6 (Local Mitigation Plans). Upon acceptance by FEMA, Omnitrans will gain eligibility for Hazard Mitigation Grant Program funds.

Q&A | ELEMENT A: PLANNING PROCESS | A6a.

Q: Does the plan identify how, when, and by whom the plan will be **monitored** (how will implementation be tracked) over time? (Requirement §201.6(c)(4)(i))

A: See **Monitoring the Plan** below.

Monitoring the Plan

It will be up to the Local Mitigation Officer to hold either a live meeting versus tasking the coordinating agencies with status updates on their own assigned mitigation action items. The monitoring meetings will take place no less than annually. These meetings will provide an opportunity to discuss the progress of the action items and maintain the partnerships that are essential for the sustainability of the mitigation plan. See the **Annual Implementation Report** discussed below which will be a valuable tool for the Planning Team to measure the success of the Hazard Mitigation Plan. The focus of the annual meeting will be on the progress and changes to the Mitigation Action Items.

Q&A | ELEMENT C. MITIGATION STRATEGY | C6a.

Q: Does the plan identify the local planning mechanisms where hazard mitigation information and/or actions may be incorporated? (Requirement §201.6(c)(4)(ii))

A: See **Implementation through Existing Program** below.

Implementation through Existing Programs

Omnitrans addresses statewide planning goals and legislative requirements through the Operating Budget, Capital Budget, Management Plan, and Service Plan. The Mitigation Plan provides a series of recommendations - many of which are closely related to the goals and objectives of existing planning programs. Omnitrans will implement recommended mitigation action items through existing programs and procedures.

Omnitrans is responsible for adhering to the State of California's Building and Safety Codes. In addition, Omnitrans may work with other agencies at the state level to review, develop and ensure Building and Safety Codes are adequate to mitigate or prevent damage by hazards. This is to ensure that life-safety criteria are met for new construction.

Some of the goals and action items in the Mitigation Plan will be achieved through activities recommended in the Omnitrans Management Plan. Various departments develop the Plan and review it on an annual basis. Upon annual review, the Planning Team will work with the departments to identify areas that the Mitigation Plan action items are consistent with Management Plan goals and integrate them where appropriate.

Upon FEMA approval, the Planning Team will begin the process of incorporating risk information and mitigation action items into existing planning mechanisms including the SSERPP, Omnitrans Management Plan, Facilities Maintenance Plan, and Annual Budget (Operating Budget and Capital Budget - see Mitigation Action Matrix for links between individual action items and associated planning mechanism). The annual meetings of the Planning Team

will provide an opportunity for Planning Team members to report back on the progress made on the integration of mitigation planning elements into City planning documents and procedures.

Specifically, the Planning Team will utilize the updates of the following documents to implement the Mitigation Plan:

- ✓ Risk Assessment, Community Profile, Planning Process (stakeholders) – SSERPP
- ✓ Mitigation Actions Matrix – Operating Budget, Capital Budget, Omnitrans Management Plan

It's important to note that since the approval and adoption of the 2012 Hazard Mitigation Plan, the Operating Budget, Capital Budget, and Omnitrans Management Plan were updated. Although the Operating Budget and Capital Budget did provide funding for a few of the mitigation action items, those items were not specifically identified as recommendations from the 2012 Hazard Mitigation Plan.

Annual Implementation Report

The Annual Implementation Report is the same as the Mitigation Action Matrix but with a column added to track the annual status of each Action Item. Upon approval and adoption of the Plan, the entire Annual Implementation Report will be added to the Appendix of the Plan. Following is a view of the Annual Implementation Report:

Mitigation Action Item	Coordinating Agency	Timeline	Goal: Protect Life and Property	Goal: Public Awareness	Goal: Natural Systems	Goal: Emergency Services	Goal: Partnerships and Implementation	Buildings & Infrastructure: Does the Action item involve New and/or Existing Buildings and/or Infrastructure? Yes (Y)	Funding Source: OB- Operating Budget, GR-Grant, CB-Capital Budget	Planning Mechanism: OB-Operating Budget, CIP, CB-Capital Budget, GR-Grant	Benefit: L-Low, M-Medium, H-High	Cost: L-Low, M-Medium, H-High	Priority: L-Low, M-Medium, H-High	2 nd Quarter - 2018 Comments
MULTI-HAZARD ACTION ITEMS														
MH-1 Form a planning team to monitor status of Mitigation Action items.	Safety & Security Office	Annual	X	X	X	X	X		OB	OB	M	L	H	
MH-2 Ensure that all new buildings, major remodels, and/or building additions conform to California Buildings Codes, City Building Codes, Uniform Building Codes, National Fire Protection Association, State Fire Marshal, and other local fire and other regulatory agencies. This will assist in mitigating effects from earthquakes, fires, and other natural disasters.	Maintenance Department – Facilities Management, Safety & Security Office	Ongoing	X	X	X	X	X		CB	CB	H	H	H	

An equal part of the monitoring process is the need to maintain a strategic planning process which needs to include funding and organizational support. In that light, at least one year in advance of the FEMA-mandated 5-year submission of an update, the Local Mitigation Officer will convene the Planning Team to discuss funding and timing of the update planning process.

On the fifth year of the planning cycles, the Planning Team will broaden its scope to include discussions and research on all of the sections within the Plan with particular attention given to goal achievement and public participation.

Economic Analysis of Mitigation Projects

FEMA's approach to identify the costs and benefits associated with hazard mitigation strategies, measures, or projects fall into two general categories: benefit/cost analysis and cost-effectiveness analysis.

Conducting benefit/cost analysis for a mitigation activity can assist communities in determining whether a project is worth undertaking now, in order to avoid disaster-related damages later. Cost-effectiveness analysis evaluates how best to spend a given amount of money to achieve a specific goal. Determining the economic feasibility of mitigating hazards can provide decision-makers with an understanding of the potential benefits and costs of an activity, as well as a basis upon which to compare alternative projects.

Given federal funding, the Planning Team will use a FEMA-approved benefit/cost analysis approach to identify and prioritize mitigation action items. For other projects and funding sources, the Planning Team will use other approaches to understand the costs and benefits of each action item and develop a prioritized list.

The “benefit”, “cost”, and overall “priority” of each mitigation action item was included in the Mitigation Actions Matrix located in Part III: Mitigation Strategies. A more technical assessment will be required in the event grant funding is pursued through the Hazard Mitigation Grant Program. FEMA Benefit-Cost Analysis Guidelines are discussed below.

FEMA Benefit-Cost Analysis Guidelines

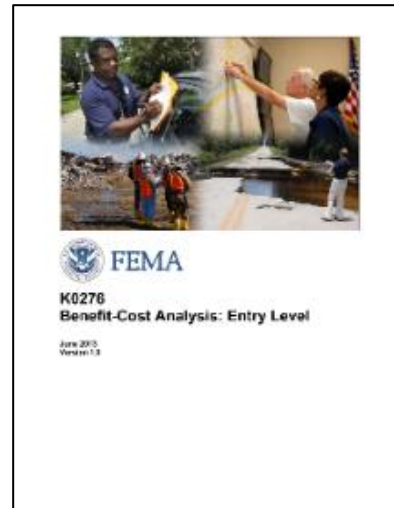
The Stafford Act authorizes the President to establish a program to provide technical and financial assistance to state and local governments to assist in the implementation of hazard mitigation measures that are cost effective and designed to substantially reduce injuries, loss of life, hardship, or the risk of future damage and destruction of property. To evaluate proposed hazard mitigation projects prior to funding FEMA requires a Benefit-Cost Analysis (BCA) to validate cost effectiveness. BCA is the method by which the future benefits of a mitigation project are estimated and compared to its cost. The end result is a benefit-cost ratio (BCR), which is derived from a project's total net benefits divided by its total project cost. The BCR is a numerical expression of the cost effectiveness of a project. A project is considered to be cost effective when the BCR is 1.0 or greater, indicating the benefits of a prospective hazard mitigation project are sufficient to justify the costs.

Although the preparation of a BCA is a technical process, FEMA has developed software, written materials, and training to support the effort and assist with estimating the expected future benefits over the useful life of a retrofit project. It is imperative to conduct a BCA early in the project development process to ensure the likelihood of meeting the cost-effective eligibility requirement in the Stafford Act.

The BCA program consists of guidelines, methodologies and software modules for a range of major natural hazards including:

- ✓ Flood (Riverine, Coastal Zone A, Coastal Zone V)
- ✓ Hurricane Wind
- ✓ Hurricane Safe Room
- ✓ Damage-Frequency Assessment
- ✓ Tornado Safe Room
- ✓ Earthquake
- ✓ Wildfire

The BCA program provides up to date program data, up to date default and standard values, user manuals and training. Overall, the program makes it easier for users and evaluators to conduct and review BCAs and to address multiple buildings and hazards in a single BCA module run.



Q&A | ELEMENT A: PLANNING PROCESS | A6b.

Q: Does the plan identify how, when, and by whom the plan will be **evaluated** (assessing the effectiveness of the plan at achieving stated purpose and goals) over time? (Requirement §201.6(c)(4)(i))

A: See **Evaluating and Updating the Plan** below.

Evaluating and Updating the Plan

Q&A | ELEMENT A: PLANNING PROCESS | A6b.

Q: Does the plan identify how, when, and by whom the plan will be **evaluated** (assessing the effectiveness of the plan at achieving stated purpose and goals) over time? (Requirement §201.6(c)(4)(i))

A: See **Evaluation** below.

Evaluation

At the conclusion of each Annual Implementation Meeting, the Local Mitigation Officer will lead a discussion with the Planning Team on the success (or failure) of the Mitigation Plan to meet the Plan Goals. The results of that discussion will be added to the Evaluation portion of the Annual Implementation Report and inclusion in the 5-year update to the Plan. Efforts will be made immediately by the Local Mitigation Officer to address any failed Plan Goals.

Q&A | ELEMENT A: PLANNING PROCESS | A6c.

Q: Does the plan identify how, when, and by whom the plan will be **updated** during the 5-year cycle? (Requirement §201.6(c)(4)(i))

A: See **Formal Update Process** below.

Formal Update Process

As identified above, the Mitigation Action Items will be monitored for status on an annual basis as well as an evaluation of the Plan's goals. The Local Mitigation Officer or designee will be responsible for contacting the Planning Team members and organizing the annual meeting which will take place annually during the month of the Plan's approval. Planning Team members will also be responsible for participating in the formal update to the Plan every fifth year of the planning cycle.

The Planning Team will begin the update process with a review the goals and mitigation action items to determine their relevance to changing situations within Omnitrans, as well as changes in State or Federal policy, and to ensure they are addressing current and expected conditions. The Planning Team will also review the Plan's **Risk Assessment** portion of the Plan to determine if this information should be updated or modified, given any new available data. The **coordinating organizations** responsible for the various action items will report on the status of their projects, including the success of various implementation processes, difficulties encountered, success of coordination efforts, and which strategies should be revised. Amending will be made to the Mitigation Actions Matrix and other sections in the Plan as deemed necessary by the Planning Team.

Q&A | ELEMENT A: PLANNING PROCESS | A5

Q: Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii))

A: See **Continued Public Involvement** below.

Continued Public Involvement

Omnitrans is dedicated to involving the public directly in the continual review and updates to the Mitigation Plan. Copies of the plan will be made available at Omnitrans Headquarters and on the Omnitrans website. The existence and location of these copies will be publicized in Omnitrans Newsletters and on the website. This site will also contain an email address and phone number where people can direct their comments and concerns. At the discretion of the Local Mitigation Officer, a public meeting may be held after the Annual Implementation Meeting. The meeting would provide the public a forum in which interested individuals and/or agencies could express their concerns, opinions, or ideas about the Plan.

The Local Mitigation Officer will be responsible for using Omnitrans resources to publicize any public meetings and always free to maintain public involvement through the public access channel, web page, and newspapers.

PART IV: APPENDIX

General Hazard Overviews

Earthquake Hazards

Measuring and Describing Earthquakes

An earthquake is a sudden motion or trembling that is caused by a release of strain accumulated within or along the edge of the Earth's tectonic plates. The effects of an earthquake can be felt far beyond the site of its occurrence. They usually occur without warning and, after just a few seconds, can cause massive damage and extensive casualties. Common effects of earthquakes are ground motion and shaking, surface fault ruptures, and ground failure. Ground motion is the vibration or shaking of the ground during an earthquake. When a fault ruptures, seismic waves radiate, causing the ground to vibrate. The severity of the vibration increases with the amount of energy released and decreases with distance from the causative fault or epicenter. Soft soils can further amplify ground motions. The severity of these effects is dependent on the amount of energy released from the fault or epicenter. One way to express an earthquake's severity is to compare its acceleration to the normal acceleration due to gravity. The acceleration due to gravity is often called "g". A ground motion with a peak ground acceleration of 100%g is very severe. Peak Ground Acceleration (PGA) is a

When a fault ruptures, seismic waves radiate, causing the ground to vibrate. The severity of the vibration increases with the amount of energy released and decreases with distance from the causative fault or epicenter.

measure of the strength of ground motion. PGA is used to project the risk of damage from future earthquakes by showing earthquake ground motions that have a specified probability (10%, 5%, or 2%) of being exceeded in 50 years. These ground motion values are used for reference in construction design for earthquake resistance. The ground motion values can also be used to assess relative hazard between sites, when making economic and safety decisions.

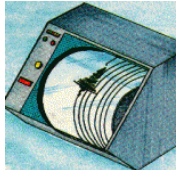




Another tool used to describe earthquake intensity is the Magnitude Scale. The Magnitude Scale is sometimes referred to as the Richter Scale. The two are similar but not exactly the same. The Magnitude Scale was devised as a means of rating earthquake strength and is an indirect measure of seismic energy released. The Scale is logarithmic with each one-point increase corresponding to a 10-fold increase in the amplitude of the seismic shock waves generated by the earthquake. In terms of actual energy released, however, each one-point increase on the Richter scale corresponds to about a 32-fold increase in energy released. Therefore, a Magnitude 7 (M7) earthquake is 100 times (10×10) more powerful than a M5 earthquake and releases 1,024 times (32×32) the energy.


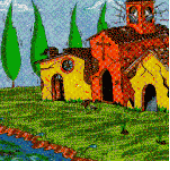





An earthquake generates different types of seismic shock waves that travel outward from the focus or point of rupture on a fault. Seismic waves that travel through the earth's crust are called body waves and are divided into primary (P) and secondary (S) waves. Because P waves move faster (1.7 times) than S waves, they arrive at the seismograph first. By measuring the time delay between arrival of the P and S waves and knowing the distance to the epicenter, seismologists can compute the magnitude for the earthquake.

The duration of an earthquake is related to its magnitude but not in a perfectly strict sense. There are two ways to think about the duration of an earthquake. The first is the length of time it takes for the fault to rupture and the second is the length of time shaking is felt at any given point (e.g. when someone says "I felt it shake for 10 seconds" they are making a statement about the duration of shaking). (Source: www.usgs.gov)

The Modified Mercalli Scale (MMI) is another means for rating earthquakes, but one that attempts to quantify intensity of ground shaking. Intensity under this scale is a function of distance from the epicenter (the closer to the epicenter the greater the intensity), ground acceleration, duration of ground shaking, and degree of structural damage. The Modified Mercalli Intensity Scale below rates the level of severity of an earthquake by the amount of damage and perceived shaking.

Table: Modified Mercalli Intensity Scale

	MMI Value	Description of Shaking Severity	Summary Damage Description Used on 1995 Maps	Full Description
	I	N/A	N/A	Not Felt
	II	N/A	N/A	Felt by persons at rest, on upper floors, or favorably placed.
	III	N/A	N/A	Felt indoors. Hanging objects swing. Vibration like passing of light trucks. Duration estimated. May not be recognized as an earthquake.
	IV	N/A	N/A	Hanging objects swing. Vibration like passing of heavy trucks; or sensation of a jolt like a heavy ball striking the walls. Standing motorcars rock. Windows, dishes, doors rattle. In the upper range of IV, wooden walls and frame creak.
	V	Light	Pictures Move	Felt outdoors; direction estimated. Sleepers wakened. Liquids disturbed, some spilled. Small unstable objects displaced or upset. Doors swing, close, open. Shutters, pictures move. Pendulum clock stop, start, change rate.

	MMI Value	Description of Shaking Severity	Summary Damage Description Used on 1995 Maps	Full Description
	VI	Moderate	Objects Fall	Felt by all. Many frightened and run outdoors. Persons walk unsteadily. Windows, dishes, glassware broken. Knickknacks, books, etc., off shelves. Pictures off walls. Furniture moved or overturned. Weak plaster and masonry D cracked.
	VII	Strong	Nonstructural Damage	Difficult to stand. Noticed by drivers of motorcars. Hanging objects quiver. Furniture broken. Damage to masonry, including cracks. Weak chimneys broken at roofline. Fall of plaster, loose bricks, stones, tiles, cornices. Some cracks in masonry C. Small slides and caving in along sand or gravel banks. Concrete irrigation ditches damaged.
	VIII	Very Strong	Moderate Damage	Steering of motorcars affected. Damage to masonry C, partial collapse. Some damage to masonry B; none to masonry A. Fall of stucco and some masonry walls. Twisting, fall of chimneys, factory stacks, monuments, towers, and elevated tanks. Frame houses moved on foundations if not bolted down; loose panel walls thrown out. Cracks in wet ground and on steep slopes.
	IX	Violent	Heavy damage	General panic. Damage to masonry buildings ranges from collapse to serious damage unless modern design. Wood-frame structures rack, and, if not bolted, shifted off foundations. Underground pipes broken.
	X	Very Violent	Extreme Damage	Most masonry and frame structures destroyed with their foundations. Some well-built wooden structures and bridges destroyed. Serious damage to dams, dikes, embankments. Large landslides. Water thrown on banks of canals, rivers, lakes, etc. Sand and mud shifted horizontally on beaches and flat land.
	XI	N/A	N/A	Rails bent greatly. Underground pipelines completely out of services.
	XII	N/A	N/A	Damage nearly total. Large rock masses displaced. Lines of sight and level distorted. Objects thrown into air.

Earthquake Related Hazards

Ground shaking, landslides, liquefaction, and amplification are the specific hazards associated with earthquakes. The severity of these hazards depends on several factors, including soil and slope conditions, proximity to the fault, earthquake magnitude, and the type of earthquake.

Ground Shaking

Ground shaking is the motion felt on the earth's surface caused by seismic waves generated by the earthquake. It is the primary cause of earthquake damage. The strength of ground shaking depends on the magnitude of the earthquake, the type of fault, and distance from the epicenter (where the earthquake originates). Buildings on poorly consolidated and thick soils will typically see more damage than buildings on consolidated soils and bedrock.

Seismic activity along nearby or more distant fault zones are likely to cause ground shaking within the Omnitrans service area.

Earthquake-Induced Landslide Potential

Generally, these types of failures consist of rock falls, disrupted soil slides, rock slides, soil lateral spreads, soil slumps, soil block slides, and soil avalanches. Areas having the potential for earthquake-induced landslides generally occur in areas of previous landslide movement, or where local topographic, geological, geotechnical, and subsurface water conditions indicate a potential for permanent ground displacements.

Liquefaction

Liquefaction occurs when ground shaking causes wet granular soils to change from a solid state to a liquid state. This results in the loss of soil strength and the soil's ability to support weight. Buildings and their occupants are at risk when the ground can no longer support these structures. Liquefaction generally occurs during significant earthquake activity, and structures located on soils such as silt or sand may experience significant damage during an earthquake due to the instability of structural foundations and the moving earth. Many communities in Southern California are built on ancient river bottoms and have sandy soil. In some cases, the soil may be subject to liquefaction, depending on the depth of the water table.

Wildfire Hazards

Definition

A wildfire is an uncontrolled fire spreading through vegetative fuels and exposing or possibly consuming structures. They often begin unnoticed and spread quickly. Naturally occurring and non-native species of grasses, brush, and trees fuel wildfires. A wildland fire is a wildfire in an area in which development is essentially nonexistent, except for roads, railroads, power lines and similar facilities. A wildland/urban interface fire is a wildfire in a geographical area where structures and other human development meet or intermingle with wildland or vegetative fuels.

People start more than 80 percent of wildfires, usually as debris burns, arson, or carelessness. Lightning strikes are the next leading cause of wildfires. Wildfire behavior is based on three primary factors: fuel, topography, and weather. The type, and amount of fuel, as well as its burning qualities and level of moisture affect wildfire potential and behavior. The continuity of fuels, expressed in both horizontal and vertical components is also a determinant of wildfire potential and behavior. Topography is important because it affects the movement of air (and thus the fire) over the ground surface. The slope and shape of terrain can change the speed at which the fire travels, and the ability of firefighters to reach and extinguish the fire. Weather affects the probability of wildfire and has a significant effect on its behavior. Temperature, humidity and wind (both short and long term) affect the severity and duration of wildfires. San Bernardino County's topography, consisting of semi-arid plains and rolling highlands, when fueled by shrub overgrowth, occasional Santa Ana winds and high temperatures, creates an ever-present threat of wildland fire. Extreme weather conditions such as high temperature, low humidity, and/or winds of extraordinary force may cause an ordinary fire to expand into one of massive proportions.



For thousands of years, fires have been a natural part of the ecosystem in Southern California. However, wildfires present a substantial hazard to life and property in communities built within or adjacent to hillsides and mountainous areas. There is a huge potential for losses due to wildland/urban interface fires in Southern California.

Wildfire Threat

In urban areas, the effectiveness of fire protection efforts is based upon several factors, including the age of structures, efficiency of circulation routes that ultimately affect response times and availability of water resources to combat fires. In wildland areas, taking the proper precautions, such as the use of fire resistant building materials, a pro-active fire Prevention inspection program, and the development of defensible space around structures where combustible vegetation is controlled, can protect developed lands from fires and, therefore, reduce the potential loss of life and property.

Other factors contribute to the severity of fires including weather and winds. Specifically, winds commonly referred to as Santa Ana winds, which occur during fire season (typically from June to the first significant rain in November) are particularly significant. Such “fire weather” is characterized by several days of hot dry weather and high winds, resulting in low fuel moisture in vegetation.

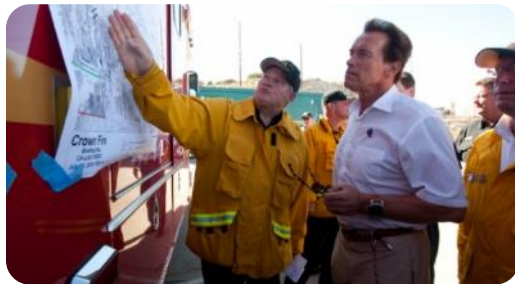


California experiences large, destructive wildland fires almost every year, and San Bernardino County is no exception. Wildland fires have occurred within the County, particularly in the fall of the year, ranging from small, localized fires to disastrous fires covering thousands of acres. The most severe fire protection problem in the area is wildland fire during Santa Ana wind conditions.

The 2003 Southern California Fires

The fall of 2003 marked the most destructive wildfire season in California history. In a ten-day period, 12 separate fires raged across Southern California in Los Angeles, Riverside, and San Bernardino, San Diego and Ventura counties. The massive “Cedar Fire” in San Diego County alone consumed 2,800 homes and burned over a quarter of a million acres.

In October 2003, Southern California experienced the most devastating wildland fire disaster in state history. According to the Governor’s Blue Ribbon Panel Fire Commission Report (2004), over 739,597 acres burned; 3,631 homes, 36 commercial properties, and 1,169 outbuildings were destroyed; 246 people were injured; and 24 people died, including one firefighter. At the height of the siege, 15,631 personnel were assigned to fight the fires.



The 2007 Southern California Fires

In late October 2007, Southern California experienced an unusually severe fire weather event characterized by intense, dry, gusty Santa Ana winds. This weather event drove a series of destructive wildfires that took a devastating toll on people, property, natural resources, and infrastructure. Although some fires burned into early November, the heaviest damage occurred during the first three days of the siege when the winds were the strongest.

According to CAL FIRE, during this siege, 17 people lost their lives, ten were killed by the fires outright, three were killed while evacuating, four died from other fire siege related causes, and 140 firefighters, and an unknown number of civilians were injured. A total of 3,069 homes and other buildings were destroyed, and hundreds more were damaged. Hundreds of thousands of people were evacuated at the height of the siege. The fires burned over half a million acres, including populated areas, wildlife habitat and watershed. Portions of the electrical power distribution network, telecommunications systems, and even some community water sources were destroyed. Transportation was disrupted over a large area for several days, including numerous road closures. Both the Governor of California and the President of the United States personally toured the ongoing fires. Governor Schwarzenegger proclaimed a state of

emergency in seven counties before the end of the first day. President Bush quickly declared a major disaster. While the total impact of the 2007 fire siege was less than the disastrous fires of 2003, it was unquestionably one of the most devastating wildfire events in the history of California.

Wildfire Characteristics

There are three categories of wildland/urban interface fire: The classic wildland/urban interface exists where well-defined urban and suburban development presses up against open expanses of wildland areas; the mixed wildland/urban interface is characterized by isolated homes, subdivisions, and small communities situated predominantly in wildland settings. The occluded wildland/urban interface exists where islands of wildland vegetation occur inside a largely urbanized area. Certain conditions must be present for significant interface fires to occur. The most common conditions include: hot, dry and windy weather; the inability of fire protection forces to contain or suppress the fire; the occurrence of multiple fires that overwhelm committed resources; and a large fuel load (dense vegetation). Once a fire has started, several conditions influence its behavior, including fuel topography, weather, drought, and development.

Southern California has two distinct areas of risk for wildland fire. The foothills and lower mountain areas are most often covered with scrub brush or chaparral. The higher elevations of mountains also have heavily forested terrain. The lower elevations covered with chaparral create one type of exposure.

The higher elevations of Southern California's mountains are typically heavily forested. The magnitude of the 2003 fires is the result of three primary factors: (1) severe drought, accompanied by a series of storms that produce thousands of lightning strikes and windy conditions; (2) an infestation of bark beetles that has killed thousands of mature trees; and (3) the effects of wildfire suppression over the past century that has led to buildup of brush and small diameter trees in the forests.

The Interface

One challenge Southern California faces regarding the wildfire hazard is from the increasing number of houses being built on the urban/wildland interface. Every year the growing population expands further into the hills and mountains, including forest lands. The increased "interface" between urban/suburban areas, and the open spaces created by this expansion, produces a significant increase in threats to life and property from fires, and pushes existing fire protection systems beyond original or current design and capability. Property owners in the interface are not aware of the problems and fire hazards or risks on their own property. Furthermore, human activities increase the incidence of fire ignition and potential damage.

Fuel

Fuel is the material that feeds a fire and is a key factor in wildfire behavior. Fuel is classified by volume and by type. Volume is described in terms of "fuel loading," or the amount of available vegetative fuel.

The type of fuel also influences wildfire. Chaparral is a primary fuel of Southern California wildfires. Chaparral habitat ranges in elevation from near sea level to over 5,000 feet in Southern California. Chaparral communities experience long dry summers and receive most of their annual precipitation from winter rains. Although chaparral is often considered as a single

species, there are two distinct types; hard chaparral and soft chaparral. Within these two types are dozens of different plants, each with its own particular characteristics.

An important element in understanding the danger of wildfire is the availability of diverse fuels in the landscape, such as natural vegetation, manmade structures and combustible materials. A house surrounded by brushy growth rather than cleared space allows for greater continuity of fuel and increases the fire's ability to spread. After decades of fire suppression "dog-hair" thickets have accumulated, which enable high intensity fires to flare and spread rapidly.

Topography

Topography influences the movement of air, thereby directing a fire course. For example, if the percentage of uphill slope doubles, the rate of spread in wildfire will likely double. Gulches and canyons can funnel air and act as chimneys, which intensify fire behavior and cause the fire to spread faster. Solar heating of dry, south-facing slopes produces up slope drafts that can complicate fire behavior. Unfortunately, hillsides with hazardous topographic characteristics are also desirable residential areas in many communities. This underscores the need for wildfire hazard mitigation and increased education and outreach to homeowners living in interface areas.

Weather

Weather patterns combined with certain geographic locations can create a favorable climate for wildfire activity. Areas where annual precipitation is less than 30 inches per year are extremely fire susceptible. High-risk areas in Southern California share a hot, dry season in late summer and early fall when high temperatures and low humidity favor fire activity. The so-called "Santa Ana" winds, which are heated by compression as they flow down to Southern California from Utah, create a particularly high risk, as they can rapidly spread what might otherwise be a small fire.

Drought

Recent concerns about the effects of climate change, particularly drought, are contributing to concerns about wildfire vulnerability. The term 'drought' is applied to a period in which an unusual scarcity of rain causes a serious hydrological imbalance. Unusually dry winters, or significantly less rainfall than normal, can lead to relatively drier conditions and leave reservoirs and water tables lower. Drought leads to problems with irrigation and contributes to additional fires, or increased difficulty in fighting fires.

Development

Growth and development in scrubland and forested areas is increasing the number of human-caused structures in Southern California interface areas. Wildfire affects development, yet development can also influence wildfire. Owners often prefer homes that are private with scenic views, nestled in vegetation, and use natural materials. A private setting is usually far from public roads, or hidden behind a narrow, curving driveway. These conditions, however, make evacuation and firefighting difficult. The scenic views found along mountain ridges can also mean areas of dangerous topography. Natural vegetation contributes to scenic beauty, but it may also provide a ready trail of fuel leading a fire directly to the combustible fuels of the home itself.

Flood Hazards

Flood Terminology

Floodplain

A floodplain is a land area adjacent to a river, stream, lake, estuary, or other water body that is subject to flooding. This area, if left undisturbed, acts to store excess flood water. The floodplain is made up of two sections: the floodway and the flood fringe.

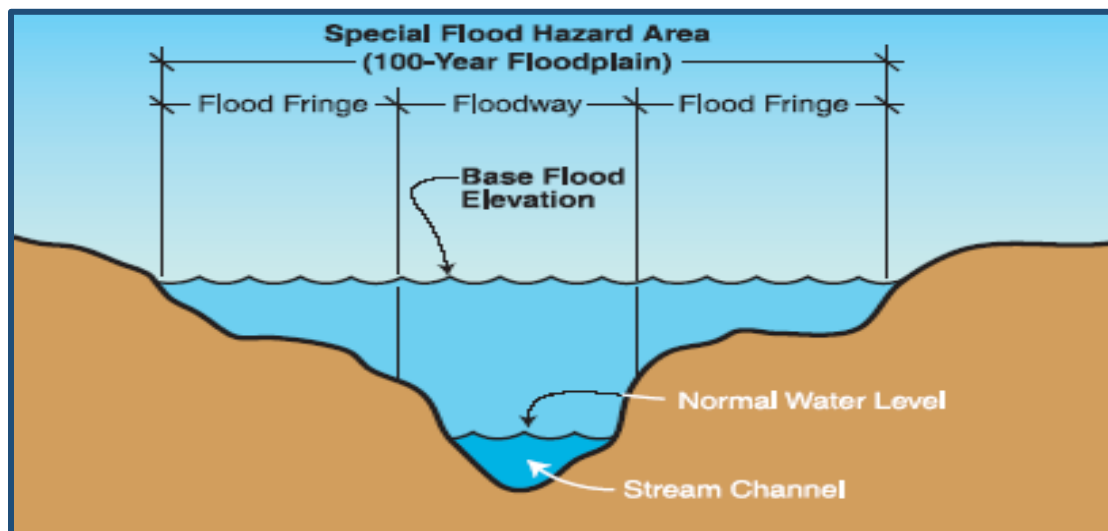
100-Year Flood

The 100-year flooding event is the flood having a one percent chance of being equaled or exceeded in magnitude in any given year. Contrary to popular belief, it is not a flood occurring once every 100 years. The 100-year floodplain is the area adjoining a river, stream, or watercourse covered by water in the event of a 100-year flood. Schematic: Floodplain and Floodway shows the relationship of the floodplain and the floodway.

The 100-year flooding event is the flood having a 1% chance of being equaled or exceeded in magnitude in any given year.

Contrary to popular belief, it is not a flood occurring once every 100 years.

Figure: Floodplain and Floodway
 (Source: FEMA How-To-Guide Assessing Hazards)



Floodway

The floodway is one of two main sections that make up the floodplain. Floodways are defined for regulatory purposes. Unlike floodplains, floodways do not reflect a recognizable geologic feature. For NFIP purposes, floodways are defined as the channel of a river or stream, and the overbank areas adjacent to the channel. The floodway carries the bulk of the flood water downstream and is usually the area where water velocities and forces are the greatest. NFIP regulations require that the floodway be kept open and free from development or other structures that would obstruct or divert flood flows onto other properties.

Base Flood Elevation (BFE)

The term "Base Flood Elevation" refers to the elevation (normally measured in feet above sea level) that the base flood is expected to reach. Base flood elevations can be set at levels other than the 100-year flood. Some communities use higher frequency flood events as their base flood elevation for certain activities, while using lower frequency events for others. For example, for the purpose of storm water management, a 25-year flood event might serve as the base flood elevation; while the 500-year flood event serves as base flood elevation for the tie down of mobile homes. The regulations of the NFIP focus on development in the 100-year floodplain.

Types of Flooding

Two types of flooding primarily affect the region: slow-rise or flash flooding. Slow-rise floods may be preceded by a warning period of hours or days. Evacuation and sandbagging for slow-rise floods have often effectively lessened flood related damage. Conversely, flash floods are most difficult to prepare for, due to extremely limited, if any, advance warning and preparation time. Unlike most of California, the areas of San Bernardino County that are subject to slow-rise flooding are not associated with overflowing rivers, aqueducts, canals or lakes. Slow-rise flooding is usually the result of one or a combination of the following factors: extremely heavy rainfall, saturated soil, area recently burned in wild fires with inadequate new ground cover growth, or heavy rainfall with runoff from melting mountain snow.

Urban Flooding

As land is converted from fields or woodlands to roads and parking lots, it loses its ability to absorb rainfall. Urbanization of a watershed changes the hydrologic systems of the basin. Heavy rainfall collects and flows faster on impervious concrete and asphalt surfaces. The water moves from the clouds, to the ground, and into streams at a much faster rate in urban areas. Adding these elements to the hydrological systems can result in flood waters that rise very rapidly and peak with violent force.

The Omnitrans service area has a high concentration of impermeable surfaces that either collect water, or concentrate the flow of water in unnatural channels. During periods of urban flooding, streets can become swift moving rivers and basements can fill with water. Storm drains often back up with vegetative debris causing additional, localized flooding.

Riverine Flooding

Riverine flooding is the overbank flooding of rivers and streams. The natural processes of riverine flooding add sediment and nutrients to fertile floodplain areas. Flooding in large river systems typically results from large-scale weather systems that generate prolonged rainfall over a wide geographic area, causing flooding in hundreds of smaller streams, which then drain into the major rivers. Shallow area flooding is a special type of riverine flooding. FEMA defines shallow flood hazards as areas that are inundated by the 100-year flood with flood depths of only one to three feet. These areas are generally flooded by low velocity sheet flows of water.

Definitions of FEMA Flood Zone Designations

Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.

Moderate to Low Risk Areas

In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:

ZONE	DESCRIPTION
B and X (shaded)	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.
C and X (unshaded)	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone C may have ponding and local drainage problems that don't warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood.

High Risk Areas

In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones:

ZONE	DESCRIPTION
A	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
AE	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.
A1-30	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).
AH	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
AO	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.

ZONE	DESCRIPTION
AR	Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.
A99	Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.

Undetermined Risk Areas

ZONE	DESCRIPTION
D	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

Drought Hazards

Hazard Characteristics

Definition

Drought is defined as a deficiency of precipitation over an extended period of time, usually a season or more. This deficiency results in a water shortage for some activity, group, or environmental sector. Drought should be considered relative to some long-term average condition of balance between precipitation and evapotranspiration (i.e., evaporation + transpiration) in a particular area, a condition often perceived as "normal". It is also related to the timing (e.g., principal season of occurrence, delays in the start of the rainy season, occurrence of rains in relation to principal crop growth stages) and the effectiveness of the rains (e.g., rainfall intensity, number of rainfall events). Other climatic factors such as high temperature, high wind, and low relative humidity are often associated with it in many regions of the world and can significantly aggravate its severity. Drought should not be viewed as merely a physical phenomenon or natural event. Its impacts on society result from the interplay between a natural event (less precipitation than expected resulting from natural climatic variability) and the demand people place on water supply. Human beings often exacerbate the impact of drought. Recent droughts in both developing and developed countries and the resulting economic and environmental impacts and personal hardships have underscored the vulnerability of all societies to this "natural" hazard.

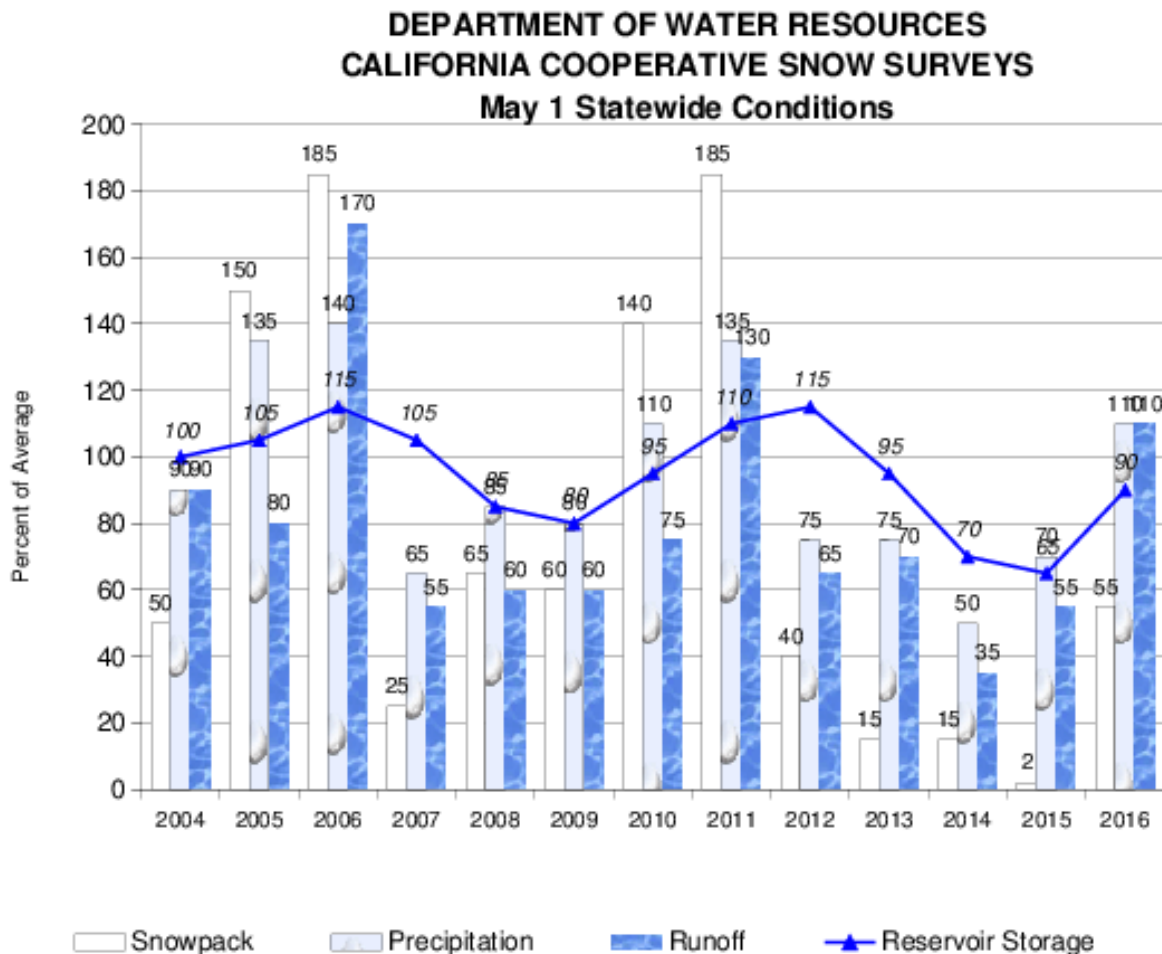
One dry year does not normally constitute a drought in California, but serves as a reminder of the need to plan for droughts. California's extensive system of water supply infrastructure - its reservoirs, groundwater basins, and inter-regional conveyance facilities - mitigates the effect of short-term dry periods for most water users. Defining when a drought begins is a function of drought impacts to water users. Hydrologic conditions constituting a drought for water users in one location may not constitute a drought for water users elsewhere, or for water users having a different water supply. Individual water suppliers may use criteria such as rainfall/runoff, amount of water in storage, or expected supply from a water wholesaler to define their water supply conditions.

Many governmental utilities, the National Oceanic and Atmospheric Administration (NOAA), and the California Department of Water Resources, as well as academic institutions such as the University of Nebraska-Lincoln's National Drought Mitigation Center and the National Drought Mitigation Center, generally agree that there is no clear definition of drought. Drought is highly variable depending on location.

General Situation

Figure: Water Supply Conditions below illustrates several indicators commonly used to evaluate California water conditions. The percent of average values are determined for measurement sites and reservoirs in each of the State's ten major hydrologic regions. Snow pack is an important indicator of runoff from Sierra Nevada watersheds, the source of much of California's developed water supply.

Figure: Water Supply Conditions
 (Source: California Department of Water Resources)



Drought is a gradual phenomenon. Although droughts are sometimes characterized as emergencies, they differ from typical emergency events. Most natural disasters, such as floods or forest fires, occur relatively rapidly and afford little time for preparing for disaster response. Droughts occur slowly, over a multiyear period. There is no universal definition of when a drought begins or ends.

Types of Drought

There are four different ways that drought can be defined:

- (1) Meteorological - a measure of departure of precipitation from normal. Due to climatic differences what is considered a drought in one location may not be a drought in another location.
- (2) Agricultural - refers to a situation when the amount of moisture in the soil no longer meets the needs of a particular crop.
- (3) Hydrological - occurs when surface and subsurface water supplies are below normal.
- (4) Socioeconomic - refers to the situation that occurs when physical water shortage begins to affect people.

Historical California Droughts

A significant drought, reported by many of the ranchers in southern California, occurred in 1860. The great drought of the 1930s, coined the "Dust Bowl," was geographically centered in the Great Plains yet ultimately affected water shortages in California. The drought conditions in the plains resulted in a large influx of people to the west coast. Approximately 350,000 people from Arkansas and Oklahoma immigrated mainly to the Great Valley of California. As more people moved into California, including San Bernardino County increases in intensive agriculture led to overuse of the Santa Ana River watershed and groundwater resulting in regional water shortages. Several bills have been introduced into Congress in an effort to mitigate the effects of drought. In 1998, President Clinton signed into law the National Drought Policy Act, which called for the development of a national drought policy or framework that integrates actions and responsibilities among all levels of government. In addition, it established the National Drought Policy Commission to provide advice and recommendations on the creation of an integrated federal policy. The most recent bill introduced into Congress was the National Drought Preparedness Act of 2003, which established a comprehensive national drought policy and statutorily authorized a lead federal utility for drought assistance. Currently there exists only an ad-hoc response approach to drought unlike other disasters (e.g., hurricanes, floods, and tornadoes) which are under the purview of FEMA.

Droughts exceeding three years are relatively rare in Northern California, the source of much of the State's developed water supply. The 1929-34 droughts established the criteria commonly used in designing storage capacity and yield of large Northern California reservoirs. The driest single year of California's measured hydrologic record was 1977. According to USGS, California's most recent multi-year droughts occurred between 1987-92, 2006-2010 and 2012-2016.

The Long-term Climatic Viewpoint

The historical record of California hydrology is brief in comparison to geologically modern climatic conditions. The following sampling of changes in climatic conditions over time helps put California's twentieth century droughts into perspective. Most of the dates shown below are necessarily approximations.

Not only must the climatic conditions be inferred from indirect evidence, but the onset or extent of changed conditions may vary with geographic location. Readers interested in the subject of paleo-climatology are encouraged to seek out the extensive body of popular and scientific literature on this subject.

Past California Droughts

The historical record of California hydrology is brief in comparison to the time period of geologically modern climatic conditions. The following samplings of changes in climatic and hydrologic conditions help put California's twentieth century droughts into perspective, by illustrating the variability of possible conditions. Most of the dates shown below are approximations, since the dates must be inferred from indirect sources.

11,000 years before present

Beginning of Holocene Epoch- Recent time, the time since the end of the last major glacial epoch.

6,000 years before present

Approximate time when trees were growing in areas now submerged by Lake Tahoe. Lake levels were lower then, suggesting a drier climate.

900-1300 A.D. (Approximate)

The Medieval Warm Period, a time of warmer global average temperatures. The Arctic ice pack receded, allowing Norse settlement of Greenland and Iceland. The Anasazi civilization in the Southwest flourished, its irrigation systems supported by monsoonal rains.

1300-1800 A.D. (approximate)

The Little Ice Age, a time of colder average temperatures. Norse colonies in Greenland failed near the start of the time period, as conditions became too cold to support agriculture and livestock grazing. The Anasazi culture began to decline about 1300 and had vanished by 1600, attributed in part to drought conditions that made agriculture infeasible.

Mid - 1500s A.D.

Severe, sustained drought throughout much of the continental U.S., according to dendrochronology. Drought suggested as a contributing factor in the failure of European colonies at Parris Island, South Carolina and Roanoke Island, North Carolina.

1850s A.D.

Sporadic measurements of California precipitation began.

1890s A.D.

Long-term stream flow measurements began at a few California locations.

Palmer Drought Severity Index

Of the many varied indexes used to measure drought, the "Palmer Drought Severity Index" (PDSI) is the most commonly used drought index in the United States. Developed by meteorologist Wayne Palmer, the PDSI is used to measure dryness based on recent temperature compared to the amount of precipitation. It utilizes a number range, 0 as normal, drought shown in terms of minus numbers, and wetness shown in positive numbers. The PDSI is most effective at analyzing long-range drought forecasts or predications. Thus, the PDSI is very effective at evaluation trends in the severity and frequency of prolonged periods of drought, and conversely wet weather. The National Oceanic and Atmospheric Administration (NOAA) publish weekly Palmer maps, which are also used by other scientists to analyze the long-term trends associated with global warming and how this has affected drought conditions.

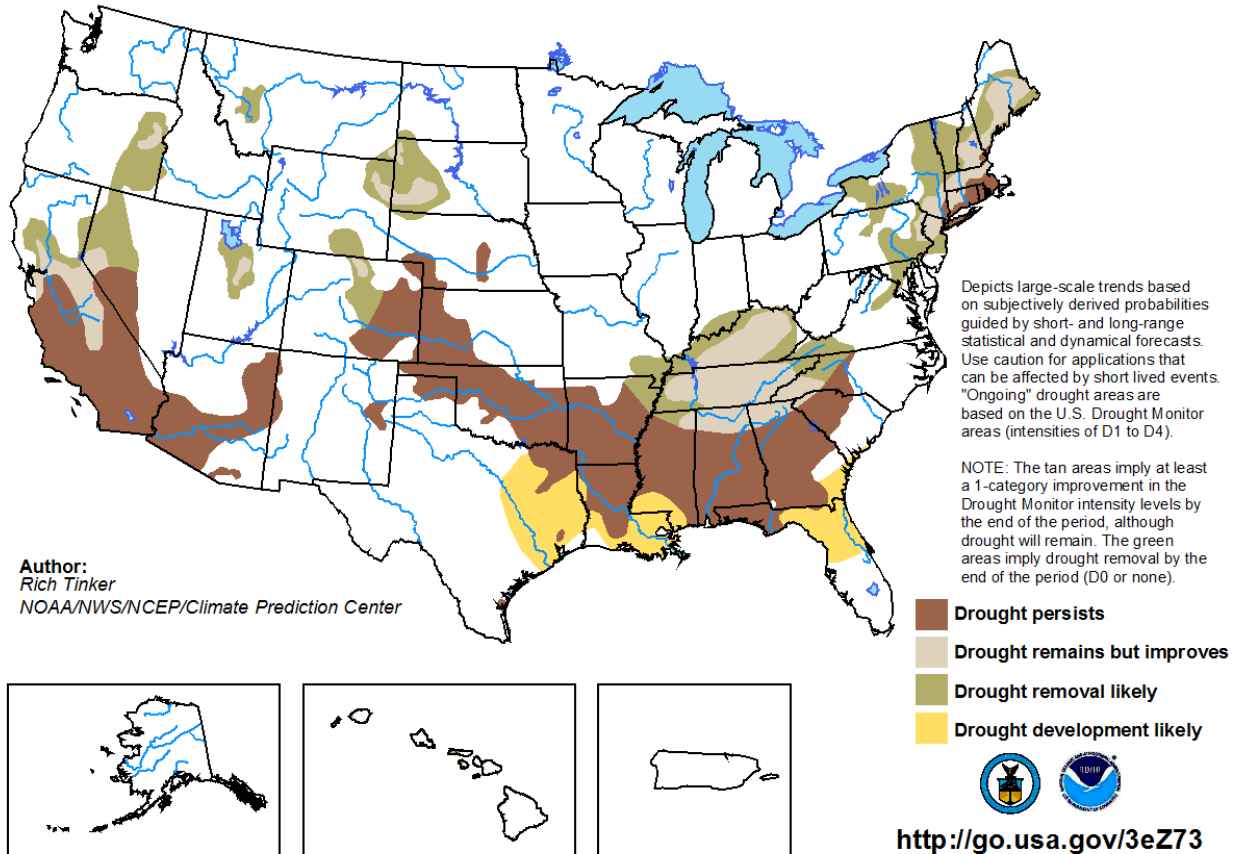
The following map is the most current snapshot of drought conditions across the U.S. It is provided by NOAA's Climate Prediction Center.

Map: U.S. Seasonal Drought Outlook
 (Source: NOAA Climate Prediction Center)

U.S. Seasonal Drought Outlook

Drought Tendency During the Valid Period

Valid for December 15 - March 31, 2017
 Released December 15, 2016



Attachments

FEMA Letter of Approval

Planning Team Staff Report

Board of Directors Resolution

Planning Team Sign-In Sheets

Omnitrans Hazard Mitigation Planning Team Meeting #1 November 2, 2016	
Name	Department
CAROLYN HARSHMAN	EMERGENCY PLANNING CONSULTANTS
Dylan Firth	Security
Terry Morocco	HR/SRC
Barbara Erwin	HR/SRC
Mark Crosby	HR/SRC

Omnitrans Hazard Mitigation Planning Team Meeting #2 January 16, 2017	
Name	Department
CAROLYN HARSHMAN	EMERGENCY PLANNING CONSULTANTS
Dylan Firth	Security
Mark Crosby	HR/SRC
Terry Morocco	HR/SRC
Barbara Erwin	HR/SRC

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2017 Hazard Mitigation Plan

Posted on [August 2, 2017](#) by [OmniTrans](#) | [Leave a comment](#)



OmniTrans is in the process of updating its 2011 Hazard Mitigation Plan (Plan). Mitigation plans are regulated by the federal government through the Disaster Mitigation Act of 2000. They are required to identify the natural hazards; however OmniTrans has opted to also include human-caused and technological hazards within our service area in order to be more aware and better prepared for a broader range of hazards. The Plan provides a list of mitigation action items that will be used to reduce the impacts from the identified hazards.

Part of the mandated approval process for the Plan requires the authoring jurisdiction to share the draft plan with key stakeholders and solicit comments during the "plan writing phase". [Click here to view the 2017 Hazard Mitigation Plan.](#)

Should you be interested, feel free to review the Draft Plan and share any comments with us by August 31, 2017. After that date, we will move forward with the Draft Plan as it is written if there are no comments.

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- [Detours scheduled due to Rendezvous Back to Route 66](#)

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CONTRACT AGREEMENT

between

CONTRACTOR
Huitt-Zollars, Inc.
3990 Concourses, Suite 330
Ontario, CA 91764

(hereinafter "CONTRACTOR")
Telephone: (909) 941-7799
Email: kcarter@huitt-zollars.com

And

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

CONTRACT DOCUMENTS

CONTRACT NO. MNT20-02

Architectural and Engineering (A&E) Services

Contract Amount: \$1,054,530

Omnitrans Project Manager:

Name: Thomas Dahlin
Title: Capital Projects Services Manager
Telephone: (909) 379-7256
Email: thomas.dahlin@omnitrans.org

Contract Administrator:

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



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – FEE SCHEDULE

ATTACHMENT C - REGULATORY REQUIREMENTS

ATTACHMENT D – SPECIAL PROVISIONS

This Agreement is made and entered into as of this ____ day of October, 2019 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Huitt-Zollars, 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, 2022, 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, 2022 through October, 2024, 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 B, Fee Schedule and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Million Fifty Four Thousand Five Hundred and Thirty Dollars (\$1,054,530), 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
- 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:

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

To CONTRACTOR:

Huitt-Zollars, Inc.
3990 Concourses, Suite 330
Ontario, CA 91764
Attn: Kevin Carter, P.E.
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: Thomas Dahlin, Capital Projects Service 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:

<u>Name</u>	<u>Role</u>
Kevin Carter	Project Manager
Johnny Murad	Principal-In-Charge
Carl Taylor	QA/QC
John Jarrad	Lead Architect
Timothy Felchlin	Lead Architect
Jeffrey Wilson	Mechanical Engineer
David White	Civil Engineer
Russell Hansen	Survey
Claude Marshall	Field Inspections
William Wallace	Structural Engineer
Hashmi Quazi	Geotechnical Engineer
Ruth Villalobos	Environmental
Sang Lee	MEP
Sothol Roenge	MEP
Edward Garcia	MEP

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
Sy Lee Associates, Inc. 216 S. Jackson Street, #101 Glendale, CA 91205	Mechanical, Electrical & Plumbing Engineer \$420,000
Converse Consultants 10391 Corporate Drive Redlands, CA 92373	Geotechnical Engineering \$145,000
Ruth Villalobos & Associates, Inc. 3602 Inland Empire Blvd., Suite C310 Ontario, CA 91764	Environmental \$130,000

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

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 Driver's 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.

If CONTRACTOR's obligation to defend, indemnify, and/or hold harmless arises out of CONTRACTOR's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONTRACTOR's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, and, upon CONTRACTOR obtaining a final adjudication by a court of competent jurisdiction, CONTRACTOR's liability for such claim, including the cost to defend, shall not exceed the CONTRACTOR's proportionate percentage of fault.

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-MNT20-02 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated April 25, 2019 and its Appendices, Exhibits, Attachments and Best & Final Offer dated August 29, 2019.

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

HUITT-ZOLLARS, INC,

P. Scott Graham
CEO/General Manager

Kevin Carter, PE
Vice President

Date

Date

Federal Tax I.D. No. 75-1500178

CM _____

ATTACHMENT A – SCOPE OF WORK
MNT20-02
ARCHITECTURAL & ENGINEERING (A&E) SERVICES

1. INTENT

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

2. GENERAL

A. The services to be provided by the Consultant for this contract may include all work necessary from conceptual through final design and support services during construction of bus stop, transit center, facility improvements, and other similar projects. The Consultant shall provide a variety of services that include design, bid and construction support. Services are on an as-needed basis and there is no guarantee of usage.

B. Consultant shall have the capability to provide the following multi-discipline engineering services:

- i. Architectural
- ii. Structural
- iii. Environmental
- iv. Mechanical
- v. Electrical
- vi. Plumbing
- vii. Civil
- viii. Security Consultant
- ix. Elevator Consultant
- x. Surveyor
- xi. Field Inspection
- xii. Geotechnical

3. TASK ORDERS

A. When a work task is identified, Omnitrans shall issue a request to Consultant, indicating the requested service(s) and specified completion date. The Consultant shall submit a proposal for the requested services by the specified date. Consultant must review and familiarize itself with Omnitrans' Task Order authorization.

B. Within five (5) working days after Consultant's receipt of Omnitrans' request, Consultant shall submit its responding proposal to Omnitrans' Contract Administrator. The proposal shall include, but not be limited to:

- i. Detailed description of the tasks to be performed;
- ii. Listing of deliverables to be provided;
- iii. Proposed milestone schedule; and

- iv. Proposed project team, to include resumes.

C. Upon receipt of Consultant's proposal, Omnitrans may do any of the following:

- i. Accept the proposal;
- ii. Reject the proposal; or
- iii. Negotiate one (1) or more elements of the proposal task in order to establish a clear, mutual agreement regarding: the services to be performed, the deliverables to be provided, the schedule of performance, and the fee to be paid for the services.

Omnitrans may issue a Task Order to the Consultant, which shall include the documentation of the accepted and agreed-upon Scope of Work, Project Schedule, and Fee.

D. Omnitrans' fully executed Task Order shall constitute the Notice to Proceed.

E. The Consultant shall obtain information necessary to perform its assigned tasks by researching prior work that was performed on the proposed construction site, attending meetings/conferences with the Project Manager and/or other Omnitrans staff, and/or other actions necessary to deliver the assigned tasks in accordance with the agreed upon schedule. The Consultant shall prepare and submit minutes to the Project Manager from all meetings/conferences and submit within five (5) working days of such meeting/conference.

F. The Consultant acknowledges and understands that it is not guaranteed any minimum amount of work under this Contract nor any Task Order issued under this Contract.

4. SERVICES

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

- A. Initial project scoping, including field visits;
- B. Research, as needed, into project needs and possible project solutions, such as materials, technology, or equipment that will meet the project needs;
- C. Field survey and utility survey, if needed;
- D. Mapping of project boundaries and right-of-way boundaries;
- E. Stakeholder meetings, where deemed necessary by Omnitrans staff;
- F. At least bi-weekly status meetings or conference calls with Omnitrans staff;
- G. Coordination with property owner(s) if applicable;
- H. Coordination with utility companies, if applicable;
- I. Meeting coordination, including the preparation of agendas and meeting notes;

- J. Preparation of design concepts consistent with the following principles:
 - i. ADA accessibility, pedestrian safety, and other principles embodied in the Omnitrans Transit Design Guidelines document (<http://www.omnitrans.org/news-and-resources/plans-reports-and-guidelines/files/Omnitrans-Transit-Design-Guidelines.pdf>);
 - ii. Compliance with all pertinent local, state, and federal laws, including but not limited to American Disabilities Act (ADA), Federal Transit Administration (FTA) regulations, National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and City codes;
- K. Preparation of conceptual plan drawings;
- L. Revision of plan drawings based on input from Omnitrans staff, City staff, and other stakeholders if relevant;
- M. Development of preliminary and final cost estimates;
- N. Review of any applicable laws and regulations (local, state, and federal) to ensure that plans are compliant;
- O. Coordination of all required permits, including City, Caltrans as needed, and CEQA/NEPA requirements as needed;
- P. Preparation of all plans required for permitting, if needed (i.e., Water Quality Management Plan, Storm Water Pollution Prevention Plan, Traffic Impact Analysis, etc.);
- Q. Preparation of final construction plans and specifications;
- R. Production of two (2) paper sets of construction documents and two (2) Universal Serial Bus (USB) drives with electronic files of all project materials (i.e., pdf final plans, editable electronic plans, documentation of meetings and correspondence, and other official documents);
- S. Bidding or Negotiating Services
 - i. Attend pre-bid conferences;
 - ii. Answer bidder RFIs and issue clarifications;
- T. Construction Phase Services
 - i. Attend construction meetings with contractor if requested by Omnitrans;
 - ii. Provide answers to Requests for Information from contractor;
 - iii. Provide revised stamped drawings for contract change orders.
 - iv. Participate in final punchlist job walk.
- U. Submittal of monthly progress reports with schedule updates, along with monthly invoices with breakdown of labor, direct, and indirect expenses.

5. DELIVERABLES

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

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

6. PROJECTS

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

A. Projected Projects FY20-FY25

- i. Server Room: AC/Hardware
- ii. Restrooms Remodel
- iii. Vehicle Exhaust System Upgrades (East Valley)
- iv. Methane Detection System Upgrades (East Valley)
- v. HVAC Replacement/additions (East Valley and West Valley)
- vi. Asphalt Paving Repairs (East Valley and West Valley)
- vii. Concrete Paving Repairs (East Valley and West Valley)
- viii. Interior Lighting Upgrades LED (East Valley and West Valley)

- ix. sbX Striping Project
- x. Methane Detection System Replacement (West Valley)
- xi. Bus Stop Accessibility Improvements
- xii. Bus Vacuum System (West Valley)
- xiii. Bus Wash (West Valley)

END OF SCOPE OF WORK

ATTACHMENT B- FEE SCHEDULE
MNT20-02
ARCHITECTURAL AND ENGINEERING SERVICES

Position	*Base Year 1
Principal	\$ 232.75
Quality Manager	\$ 205.79
Sr. Project Manager	\$ 215.31
Project Manager	\$ -
Sr. Architect	\$ 197.58
Supporting Architect	\$ -
Sr. Interior Designer	\$ 173.30
Junior Associate	\$ -
 Sr. Landscape Architect	 \$ -
Landscape Architect	\$ -
Landscape Designer	\$ -
 Sr. Civil Engineer	 \$ 233.91
Civil Engineer	\$ 131.41
Civil Designer	\$ -
Survey	\$ -
 Sr. Structural Engineer	 \$ 215.31
Structural Engineer	\$ -
Structural Designer	\$ -
 Sr. Mechanical Engineer	 \$ 135.00
Mechanical Engineer	\$ 120.00
Mechanical Designer	\$ 85.00
Sr. Mechanical Engineer	\$ 160.78
Mechanical Engineer	\$ 125.64
 Sr. Plumbing Engineer	 \$ 160.78
Equipment Specialist	\$ 125.64
Plumbing Designer	\$ 130.90
Sr. Plumbing Engineer	\$ 135.00
Plumbing Engineer	\$ 120.00
Plumbing Designer	\$ 85.00
Equipment Specialist	\$ 135.00
 Sr. Electrical Engineer	 \$ 135.00
Electrical Engineer	\$ 120.00
Electrical Designer	\$ 85.00
Sr. Electrical Engineer	\$ 185.25
Electrical Engineer	\$ -
Electrical Designer	\$ -
 Sr. Project Surveyor	 \$ 175.13
 Designer	 \$ 132.00
Staff Engineer EIT	\$ 102.07
CADD Tech	\$ 60.00
Quality Assurance Manager	\$ -
 Construction Manager	 \$ 146.56
Resident Project Representative	\$ 65.90
Clerical/Admin	\$ 50.00

Geotechnical/Testing Services	\$ -
Geotechnical Principal	\$190.00
Geotechnical Project Manager	\$150.00
Geotechnical Project Professional	\$125.00
Geotechnical Sr. Staff Professional	\$110.00
Geotechnical Staff Professional	\$100.00
Geotechnical Support Staff	\$70.00
Geotechnical Drafting	\$75.00
Quality Assurance/Quality Control Manager	\$233.78
Technical Specialist Manager	\$221.74
Environmental-Permitting Manager	\$201.64
Environmental-Permitting Senior Specialist	\$182.25
Environmental-Permitting Specialist	\$162.86
Environmental-Permitting Associate	\$140.79
Clerical/Admin	\$99.41
Other Direct Costs (ODC)	At Cost (<i>Permit Fees, Equipment Rental and Supplies, Vehicle Rental, Courier Service, etc.</i>)
ODCs (Printing, mileage, etc.)	Printing: \$0.10 per sheet black/white (8.5"x11" size) and \$1.00/sheet-color (8.5"x11" size). Larger size sheets will be an additional 15% cost increase per sheet. Mileage: IRS approved rate.
Other Direct Costs (ODC)	Cost + 15%
ODCs (Printing, mileage, etc.)	Cost + 15%

*Annual escalation to fully burdened hourly rates will be adjusted to reflect the actual market indicator increase or decrease in the U.S. Department of Labor Bureau of Labor Statistics (BLS) "Architectural, engineering and related services" Industry Index (Industry Code 5413) as it appears in the BLS publication Producer Price Indexes for the Net Output of Selected Industries and Their Products, Not Seasonally Adjusted which is available at: <http://www.bls.gov/web/ppi/ppitable05.pdf>.

Attachment C

REGULATORY REQUIREMENT

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REGULATORY REQUIREMENTS

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

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
ADMINISTRATION (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 within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(2) **Withholding** - Omnitrans shall upon its own action or upon written request of an authorized

representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Omnitrans may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

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

of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

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

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

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

RR-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 complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Omnitrans resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Omnitrans in completing the work.

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

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

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

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 by the decision.

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

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

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

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

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 within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(2) **Withholding** - Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Omnitrans may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the

Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

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

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

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

RR-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 D - SPECIAL PROVISIONS
MNT20-02
A&E SERVICES

1. PROJECT DOCUMENT CONTROL

A. PROJECT CONTROL

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

B. DESIGN DRAWING/DOCUMENT CONTROL

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

C. PROJECT DATA DISSEMINATION

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

D. RECORD STORAGE AND RETENTION

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

E. CHANGE CONTROL

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

F. CONTRACT CHANGES

Notify Omnitrans immediately of any change to the Project that is believed by the Proposer to be out of the scope of the contract or may otherwise require revision to the Proposer's Contract. Provide notice of scope changes associated with incorporating design changes, preparation, and submittal of Requests-for-Change in accordance with Omnitrans' policy and procedures, preparation of cost proposals in response to Omnitrans notices or requests, and methods for identifying and tracking work costs associated with authorized Proposer's contract changes. No change work shall be performed without written approval from Omnitrans' Director of Procurement and CEO/General Manager.

2. QUALITY ASSURANCE

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



CONTRACT AGREEMENT

between

CONTRACTOR
Paint, Body, Vinyl and Graphics, Inc.
15875 Santa Ana Avenue
Fontana, CA 92337

(hereinafter "CONTRACTOR")
Telephone: (909) 434-0333
Email: (909) 434-1684

Remit Address
Paint, Body, Vinyl and Graphics, Inc.
15875 Santa Ana Avenue
Fontana, CA 92337

And

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

CONTRACT DOCUMENTS

CONTRACT NO. MNT19-78

BUS PAINTING AND DECAL SERVICES

Contract Amount: \$931,005

Omnitrans Project Manager:

Name: Mike Bonacio
Title: Technical Services Manager
Telephone: (909) 379-7179
Email: mike.bonacio@omnitrans.org

Contract Administrator:

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



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING

ATTACHMENT D – PROHIBITING WEAPONS IN THE WORKPLACE

This Agreement is made and entered into as of this 2nd day of October 2019, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Paint, Body, Vinyl and Graphics, 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 March 31, 2020, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called

for by the contract, or may elect to extend the term of the contract. The requirements below apply:

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

4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Nine Hundred, Thirty One Thousand and Five Dollars (\$931,005), 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:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Krystal N. Turner
Title: Contract Administrator

To CONTRACTOR:

Paint, Body, Vinyl and Graphics, Inc.
15875 Santa Ana Avenue
Fontana, CA 92337
Attn: Stanley Bard
Title: 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: Mike Bonacio, Technical Services 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:

<u>Name</u>	<u>Role</u>
Stanley Bard	President
Randy Crossno	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 Omnitrans, its officers, officials, employees, agents and volunteers 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-MNT19-78 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated September 3, 2019 and its Appendices, Exhibits, and 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

PAINT, BODY, VINYL AND GRAPHICS,
INC.

P. Scott Graham
CEO/General Manager

Stanley Bard
President

Date

Date

Federal Tax I.D. No. 33-0595841

CM_____
DP_____

ATTACHMENT A – SCOPE OF WORK
MNT19-78
BUS PAINTING AND DECAL SERVICES

I. GENERAL

- A. Contractor shall rebrand up to 95 of Omnitrans' Access paratransit buses with the option to provide body repair and refinishing services for Omnitrans' 40' transit buses. The project shall be phased so the newest fleet will be rebranded first, and older models in subsequent order based on either model-year, accumulated miles or condition of the vehicle or any combination of the three. Omnitrans solely reserves the right to rebrand a vehicle or not.
- B. Warranties shall include repainting services due to poor workmanship and/or materials for five (5) years.
- C. Model years paratransit buses: 2008 thru 2018
- D. Model years 40' buses: 2013 thru 2019

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall properly prepare the bus for painting to prevent overspray and the unintentional painting of items, such as, windows, glass, lamps, lights, etc.
- B. Contractor shall complete the following prior to painting:
 - 1. All exterior lamps and rubber seals will be removed before prepping and painting.
 - 2. All hinged panels and engine doors will be prepped.
 - 3. Obtain all necessary materials to perform the work, including, paint, decals and/or decal kits, industry standards, specifications, illustrations and plans.
 - 4. Contractor shall install decals in accordance with the illustration in the exhibits attached to this scope of work. Contractor shall be responsible for pick-up, delivery and storage of the buses.
 - 5. Contractor shall provide a secure location for the vehicles removed from Omnitrans' property.
 - 6. Contractor assumes all liabilities and risks associated with bus pick-up, delivery, storage, proper licensing and insurance for the drivers and companies used to transport buses to and from Omnitrans' properties.
 - 7. Contractor shall present valid proof to Omnitrans that all operators of vehicles have a valid Commercial Class B California Driver's License permitting them to transport buses.
 - 8. Contractor shall provide proof of business license and certifications.

ATTACHMENT A – SCOPE OF WORK
MNT19-78
BUS PAINTING AND DECAL SERVICES

9. Contractor shall comply with all Occupational Safety and Health Administration (OSHA), Environmental Protection Agency, (EPA) Cal OSHA, and Cal EPA regulations, including training.
10. For each group, during the paint and decal removal process, if contractor damages any features on the buses, contractor shall notify Omnitrans' point of contact within two (2) working days, and contractor shall be responsible for replacing the features prior to performing and/or continuing paint and decal installation services. Contractor shall reimburse Omnitrans at original and/or full cost.
11. Contractor shall apply and install paint and decals on a first-article bus for inspection. Contractor shall provide a First Article vehicle within fifteen (15) working days following a Notice to Proceed (NTP) issued by Omnitrans in writing.
12. Contractor shall submit one (1) bus to Omnitrans for inspection and acceptance according to the scheduled submittal date(s) prior to proceeding with the remaining buses. Omnitrans shall have five (5) working days to inspect and either accept or reject the first-article bus. Omnitrans reserves the right to final approval upon acceptance of the first-article bus.
13. Omnitrans shall provide 2 to 3 paratransit buses per week to the Contractor.
14. Contractor shall provide bus body repair and finishing on approximately twenty (20) 40' transit buses on an as needed basis.

III. ACCEPTANCE AND ACCEPTANCE CRITERIA

- A. Upon completion of all authorized work, Omnitrans and/or its designee shall inspect each vehicle for thoroughness and quality of work.
- B. In the event the performed work is found to be incomplete, substandard or unacceptable, payment shall be withheld until such work is acceptable.
- C. Contractor shall have fourteen (14) working days from notice from Omnitrans to correct any incomplete, substandard, and/or unacceptable work.
- D. The following, among others, as deemed necessary, shall be used as the acceptance criteria by Omnitrans and/or its designee.
- E. Uniformity and Quality Standards
Appearance is consistent over entire bus, both individual panels and between adjacent panels within a zone and throughout the bus.
- F. Color Uniformity
 1. The color shall not vary from agreed upon colors. Colors shall be traceable back to Omnitrans' approved paint palettes.

ATTACHMENT A – SCOPE OF WORK
MNT19-78
BUS PAINTING AND DECAL SERVICES

2. GLOSS (20 °) - The shininess of the painted surface utilizing a BYK Gardener Micro – TRI – or a Haze & Gloss (20 degree) meter, or approved equal. Gloss measurements shall not be taken on non-metallic or contoured surfaces. Readings shall only be taken as the bus exits the paint booth. Requirements shall be 80% film thickness of the painted surface.
3. All primer and topcoat film thickness shall be applied and measured in accordance with the pre-determined Paint Manufacturers Standards (PMS).
4. The dry film thickness (DFT) will be the sum of coatings applied as per recommended DFT as supplied by Pittsburgh Plate Glass (PPG). The minimum DFT of paint shall equal three (3) mils. The total maximum DFT shall not exceed 0.020.

G. Paint Quality Criteria

1. Paint surface, blemishes, fish eyes, bubbles/craters - Small round depressions in the paint film which may or may not expose the underlying surface. This will be visually inspected and reported as applicable.
2. Ding - A localized depression or protrusion in the metal surface or substrate, which is visible after paint. This will be visually inspected without fluorescent light and reported as applicable.
3. Solvent Pop - Small holes in a paint film usually caused by trapped solvent or porosity. Solvent boils are small, clustered, raised but unbroken bubbles in a paint film surface. This will be visually inspected. An acceptable criterion is pinhole type solvent pops, which are visible from three (3) feet away.
4. Polish Marks - Visible swirl marks or hazy marks, which are caused by polishing techniques viewed in reflecting or non-reflecting lighting. Swirl marks or hazy marks, which are visible, are acceptable provided the loss meets the previously described standard.
5. Sags and Runs – This will be visually evaluated.
6. Scratches on Surface of Paint Film – This will be visually evaluated.
7. Pinholes - Small holes in a paint film, usually in the area of fiberglass gel-coat parts (i.e. porosity). This will be visually evaluated.
8. Paint Chips - The absence of a small portion of the paint film. This will be visually evaluated. Touch-up is acceptable if no color change.

H. Paint Stripe and Paint Break

1. A stripe is defined as any color less than eight (8) inches in width. A paint break is wider than eight (8) inches. A visual evaluation will be performed. Paint

ATTACHMENT A – SCOPE OF WORK

MNT19-78

BUS PAINTING AND DECAL SERVICES

stripes and paint breaks shall be free of chipping or loss of small portion of paint. When a single stage coating application process is used, with more than one color, there will be a ridge* where the adjacent colors meet.

*This ridge is created by the different mil thickness of each color; most colors require a very different mil thickness to accomplish total “hiding”.

2. Mil thickness shall be applied and measured in accordance with the pre-determined PMS. Touch up on paint stripe or paint break is acceptable if there is no color change.
3. Touch-up, wet sand and polish are acceptable repairs.

IV. PRODUCTION

- A. Omnitrans shall provide at least three (3) but no more than four (4) paratransit buses at any given time for the contractor to complete their work.
- B. Contractor shall allow for adequate curing or drying time in between paint and decal installations. In addition, due to the anticipated level of coordination between the contractor and any subcontractor(s), an adequate amount of time is required to maximize quality and minimize schedule delays.

V. PAINT SAMPLES

Two sets of paint “chips” shall be presented to Omnitrans’ Project Manager prior to commencing work. Upon approval, the chips shall be the standard measure of acceptability for each bus. Paint chips shall be presented on a flat 3” X 5” primed aluminum substrate, two for each color.

VI. MATERIALS

- A. Buses shall be painted using DuPont or approved equal 2-part water-based base coat as described in the table below.
- B. The DuPont Imron Elite basecoat shall be clear coated with DuPont Imron Elite 8840S, or approved equal Clear Coat.
- C. All three colors shall be applied to all buses for a complete repaint.

VII. PAINT CODES

The following table illustrates Omnitrans’ standard paint palette. Contractor shall not deviate from these standards unless approved by Omnitrans in writing.

ATTACHMENT A – SCOPE OF WORK
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BUS PAINTING AND DECAL SERVICES

Omnitrans Blue	Omnitrans Green	Omnitrans White
DuPont BS538	DuPont M4967	DuPont L0007
Imron Elite	Imron Elite	Imron Elite
Spectra Master Blue	Light Green	White
Two Stage Water Base	Two Stage Water Base	Two Stage Water Base
Formula Date: OS/02/2012	Formula Date: OS/12/2010	Formula Date: 12/19/2011
Standard Date: OS/09/2012	Standard Date: 07/14/2011	Standard Date: 04/04/2011
San Bernardino, CA	San Bernardino, CA	San Bernardino, CA
DuPont Official Color Standard	DuPont Official Color Standard	DuPont Official Color Standard

VIII. PREPARATION

The existing paint shall be prepared to provide a smooth re-finish without artifacts. All unpainted surfaces and components shall be masked to ensure shielding from overspray. Incidental overspray shall be removed prior to acceptance by Omnitrans.

IX. FINISHING

- A. Coatings shall be applied with strict adherence to the coating manufacturer's instructions. Finishing defects shall be deemed as reason for rejection by Omnitrans.
- B. Paint defects include all as described in the document entitled "Automotive Coatings: Application Defects" published by the American Coatings Association
<https://www.paint.org/article/automotive-coatings-application-defects/>.

X. BODY DAMAGE AND DEFECTS

- A. Contractor shall provide labor and materials to repair minor body defects such as stone chips, minor elevations, small bulges and dents, and folds, at no additional charge to Omnitrans.
- B. If the contractor discovers body defects that require extensive work than is allowed by contract and budget, then contractor shall confer with Omnitrans prior to proceeding with the work.
- C. Contractor shall provide Omnitrans with a quote for body repair ready for presentation to Omnitrans' Project Manager prior to performing repairs.
- D. Omnitrans reserves the right to accept or reject a quotation for any additional work contractor deems as necessary.

XI. DECALS

- A. Contractor shall include the provision and application of decals and labels as illustrated in Exhibit A - Graphics. Decals shall be of the utmost quality and shall never affect the mechanical and visual quality of the coatings in which they are adhered.

ATTACHMENT A – SCOPE OF WORK
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BUS PAINTING AND DECAL SERVICES

- B. Decals shall be 3M kiss-cut process or approved equal. Decals shall be non-reflective.
- C. Decals shall be made to conform to the style and dimensions of the buses. Contactor shall refer to Exhibit A – Graphics of the finished product to determine the relative size and position of each decal or label.
- D. Contractor shall install decals and labels and provide a first-article bus to Omnitrans' Project Manager prior to commencing work on remaining buses.
- E. Contactor shall provide twenty-five (25) additional spare decal and label sets to Omnitrans' Project Manager prior to the closing of the project.

XII. PHASING

- A. Omnitrans shall provide the Contractor with up to three (3) buses at any one time. However, due to the possibility of fleet shortages, Omnitrans reserves the right to reduce that availability.
- B. Contractor shall have the capability to complete three buses in ten (10) business days.

XIII. CONVENIENCE PRICING

Contractors offering premium rates based on volume shall provide pricing for one, two, three, four and five bus increments.

XIV. OPTION: BUS BODY REPAIR AND FINISHING – TRANSIT BUSES

- A. Contactor shall provide optional pricing for incidental body repair and refinishing services on Omnitrans' 40' transit buses on a time and materials basis.
- B. Contractor shall adhere to the standards found in above sections VI through XI.

XV. PREPARATION

Existing paint shall be prepared to provide a smooth re-finish without artifacts. All unpainted surfaces and components shall be masked to ensure shielding from overspray. Incidental overspray shall be removed prior to acceptance by Omnitrans.

XVI. FINISHING

- A. Coatings shall be applied with strict adherence to the coating manufacturer's instructions. Finishing defects shall be deemed as reason for rejection by Omnitrans.
- B. Paint defects include all as described and listed in the article Automotive Coatings: Application Defects. Paint codes and material standards are identical to those listed in above section VI. Materials.

XVII. REPAIR ESTIMATES

- A. Contractor shall provide a repair estimate from photos provided by Omnitrans within twenty (24) hours of request.

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BUS PAINTING AND DECAL SERVICES

- B. Contractor shall be allowed to inspect each bus at Omnitrans' facility if needed to provide a complete repair estimate within twenty (24) hours of request.
- C. Supplemental estimates and additional costs for repair from hidden damage beyond the original estimate shall be reviewed on a case-by-case basis.

XVIII. VECTOR GRAPHIC FILES

Vector graphic files shall be furnished upon contract award.

EXHIBIT A – GRAPHIC REPRESENTATION
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The following illustrations are representative of Omnitrans' standard vehicle graphics and shall not be used to develop a final product including the production of labels and decals.



OMNITRANS STANDARD GRAPHICS LAYOUT



BRAND LABEL

EXHIBIT A – GRAPHIC REPRESENTATION
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BRAND LABEL

Connecting Our Community.

TAGLINE

OmniTrans Access Logos



CMYK:
55c 15m 100y 0k
90c 85m 0y 0k

RGB:
131r 187g 85b
32r 98g 176b

PMS:
359C
680C



EXHIBIT A – GRAPHIC REPRESENTATION
MNT19-78
BUS PAINTING AND DECAL SERVICES

40' Transit Bus



EXHIBIT A – GRAPHIC REPRESENTATION
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BUS PAINTING AND DECAL SERVICES

The following illustrations are representative of Omnitrans' current Access paratransit bus paint and layout scheme.



Attachment B

REGULATORY REQUIREMENT

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REGULATORY REQUIREMENTS

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

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
ADMINISTRATION (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 complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Omnitrans resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Omnitrans in completing the work.

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

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

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

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

Applicability to Contracts

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

Flow Down

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

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

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others

for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury 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-015 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-016
FLY AMERICA

A. Applicability

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

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

RR-017
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-018
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-019 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.

OTHER REQUIREMENTS

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					
MNT19-78					
BUS PAINTING AND DECAL SERVICES					
Item Number	Section	Description	Unit of Measure	Quantity	*Total
1	Bus Painting and Decal Services - Paratransit	Prepare, Paint and Body Work - (95) Paratransit Buses	Each	95	\$591,613.00
2	Bus Painting and Decal Services - 40' Buses	Prepare, Paint and Body Work - (20) 40' Transit Buses	Each	20	\$ 331,392.00

*Pricing is inclusive of all fees including labor, materials and supplies.



PERSONNEL POLICY MANUAL

POLICY 707 PAGE 1 OF 6

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. COMMUNICATION OF POLICY

(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.



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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,



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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



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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.



SUBJECT
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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.



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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.