BOARD OF DIRECTORS
SEPTEMBER 4, 2019
SUPPLEMENTAL INFORMATION

ITEM #E16 - CONTRACT MNT20-14, METHANE DETECTION SYSTEM (MDS) SERVICES
ITEM #E17 – CONTRACT MNT19-71, LABOR AND PARTS FOR ENGINE AND TRANSMISSION REPLACEMENT
ITEM #F18 – CONTRACT MNT20-07, HAZARDOUS WASTE TREATMENT, TRANSPORTATION AND DISPOSAL
OmniTrans

CONTRACT AGREEMENT

between

CONTRACTOR
Reliable Monitoring Services
dba RMS Life Safety
2698 Junipero Ave., Suite 105-107
Signal Hill, CA 90755

(hereinafter “CONTRACTOR”)
Contact: Andy Maldonado, Ops. Serv. Mgr.
Telephone: 310-350-9797
Email: rmendoza@rmslifesafety.com

Remit Address
2698 Junipero Ave., Suite 107
Signal Hill, CA 90755

And

CONTRACT DOCUMENTS

CONTRACT NO. MNT20-14
Methane Detection System (MDS) Services

Contract Amount: $41,835

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

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

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

CONTRACT MNT20-14
REVISED 09/27/18

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ATTACHMENT A – SCOPE OF WORK
ATTACHMENT B - REGULATORY REQUIREMENTS
ATTACHMENT C – PRICING SCHEDULE
ATTACHMENT D – POLICY 707 PROHIBITING WEAPONS IN THE WORKPLACE
ATTACHMENT E – PREVAILING WAGES
This Agreement is made and entered into as of this 9th day of October 2019, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Reliable Monitoring Services dba RMS Life Safety (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 8, 2022, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitranx 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 9, 2022 through October 8, 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 C, and subject to the maximum cumulative payment obligation.

Maintenance.................................$26,835

Parts & Repair...............................$15,000

*Utilizes hourly rates in Attachment C

OMNITRANS’ maximum cumulative payment obligation under this Agreement shall not exceed Forty-One Thousand, Eight Hundred Thirty-Five Dollars ($41,835), 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.

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: Christine Van Matre
Title: Contract Administrator

To CONTRACTOR:

Reliable Monitoring Services
dba RMS Life Safety
2698 Junipero Ave., Suite 105-107
Signal Hill, CA 90755
Attn: Rick Mendoza
Title: President
562-551-2717
rmendoza@rmslifesafety.com

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: Mark Montgomery, Facilities 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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andy Maldonado</td>
<td>Coordinating/scheduling services</td>
</tr>
<tr>
<td></td>
<td>Operations Service Manager</td>
</tr>
</tbody>
</table>

Any proposed/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.
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, Exibits and Attachments; (2) provisions of RFQ-MNT20-14 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR’s bid dated July 31, 2019 and its Appendices, Exhibits, Attachment.

38. **ENTIRE AGREEMENT**

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

RELIABLE MONITORING SERVICES
dba RMS LIFE SAFETY

P. Scott Graham
CEO/General Manager

Rick Mendoza
President

Date

Date

Federal Tax I.D. No. 20-1887269

CM

CONTRACT MNT20-14
REVISED 11/13/2018
A. INTRODUCTION

Contractor shall provide calibration and as-needed parts and repair services to Omnitrans’ methane detection systems located at the San Bernardino and Montclair facilities.

B. WORK HOURS

All work shall be conducted between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday. Exceptions to this will be any legal holidays in which Omnitrans is closed. Any work conducted outside of this time frame will require the approval of the Facility Manager at least 24 hours in advance.

C. CONTRACTOR QUALIFICATIONS

1. Contractor shall possess a California State License Board (CSLB) C-10 Electrical license.

2. Contractor shall have five years of experience in working with multiple fixed gas detection systems to include, methane, carbon monoxide, and hydrogen in a transit bus setting/application.

3. Contractor must have experience in working on the following manufacturers’ gas detection systems:
   a. Honeywell
   b. QEL
   c. Industrial Scientific
   d. Sierra Monitoring
   e. Sensor Electronics Corporation

4. Contractor shall employ an adequate number of technicians who are factory trained and certified to work on the various gas detection systems stated above, and be experienced in the methods and requirements necessary for the proper execution of work described in this Scope of Work.

5. Contractor shall be familiar with audible and visual annunciation systems that work in conjunction with the gas detection systems.

6. Contractor shall be familiar with various mitigation methods i.e. exhaust fans, motorized dampers, opening of overhead doors, activation of emergency shut off valves, shunt tripping of main electrical service, etc.

7. Contractor shall be familiar with the pertinent codes/regulations:
   a. NFPA 30A
   b. NFPA 59A
c. NFPA 88A

D. SCOPE OF WORK

1. Contractor shall provide all labor, materials, equipment, services and transportation, except as specifically excluded, to perform calibration and repair services at the following Omnitrans locations with the following equipment:
   a. 1700 West 5th Street, San Bernardino CA 92411

      1) Quarterly Calibration of the following:
         a) QEL Model M-Controller
         b) 13 - QEL Model QTS-8000 sensors calibrated for methane
         c) QEL Model QTS-8000 sensors calibrated for carbon monoxide

      2) Semi Annual Calibration of the following:
         a) Honeywell 301C Controller
         b) Honeywell 301AP Remote Panel
         c) 8 - Honeywell Sensepoint XCD Infrared Sensors Methane
         d) 1 - Honeywell Sensepoint XCD Electrochemical Sensors Hydrogen

   b. 4748 Arrow Highway, Montclair CA 91763

      1) Quarterly Calibration of the following:
         a) Industrial Scientific Model 8000 Controller
         b) 14 - Industrial Scientific Model Transmitter 2 sensors calibrated for methane.

   c. OPTION: 234 South I-St, San Bernardino, CA 92410

      1) System to be installed in 2020 under a separate project. The calibration and repair services will be phased into this project in 2021, after the one-year warranty and maintenance period expires. Refer to Exhibits 1 and 2 for drawings and specifications to understand the type of system and equipment to be installed at this site. The exhibits are for reference only. The installation of this system is not part of this project; only the ongoing calibration and repair services.

2. Calibration services shall be rendered every three months beginning November 2019. The Contractor shall notify the project manager at least 48 hours prior to conducting the calibration.

3. The Contractor shall provide a web based customer portal documentation system for the completion of the work at each location. The system shall have the capabilities to view service history and preview upcoming appointments, and any quotations for repairs identified during calibration services. Contractor to list any deficiencies found during calibration, and provide a quotation for repairs within seven (7) calendar days.
4. Omnitrans agrees to provide a scissor lift in good working order to the Contractor for the purpose of testing the sensors at each location. Contractor’s service technicians are required to obtain equipment orientation from Omnitrans personnel prior to using the equipment. The Contractor shall be required to note any damage or defects PRIOR to using the equipment. Any damage caused to the equipment by the Contractor shall be repaired at the Contractor’s expense.

5. The quarterly & semi-annual calibrations shall, at a minimum, consist of the following tasks:
   a. All types of sensors to be calibrated at the appropriate LEL percentages.
   b. All audible & visual alarms to be checked for proper annunciation.
   c. All battery back-up devices to be tested for proper operation.
   d. All auto-dialers to be tested for proper operation.
   e. All remote enunciators to be checked for proper operation.
   f. All dedicated exhaust fans to be checked for proper operation.
   g. All dedicated motorized dampers to be checked for proper operation.
   h. All dedicated motorized roll-up doors to be checked for proper operation.
   i. All dedicated emergency CNG shut-down valves to be checked for proper operation.
   j. All dedicated shunt trip breakers to be checked for proper operation.

6. Testing and verification for proper operation of the main electrical power shunt trip shall be done in the month of November with prior approval from Omnitrans’ Facility Manager. During the other quarterly/semi-annual calibration visits, the Contractor shall disable the shunt trip from inadvertently shutting off power during the calibration procedures. The shunt trip must be re-enabled and verified prior to leaving the facility.

7. Due to the nature of operations at Omnitrans, Contractor shall provide on-call service after hours and on weekends. Contractor shall provide the Project Manager with the appropriate contact number(s) in order to obtain this service as necessary. Contractor shall respond to service calls within three (3) hours.

8. The Contractor shall provide a labor rate for repair service between the normal business hours of 6:00 am and 6:00 pm and the premium hours between 6:00 pm and 6:00 am. These rates shall be effective seven days a week, including normally recognized state and national holidays, for the term of the agreement.

E. WORKPLACE SAFETY

The Contractor shall ensure that all of its operations strictly adhere to all Federal, State, and Local safety and environmental laws and regulations. Omnitrans reserves the right to correct unsafe practices by the Contractor’s employees, or to stop work until the Contractor makes the necessary corrections.
1. **General Safety Requirements**
   a. Protect the premises, workers, the public, Omnitrans’ employees, Omnitrans’ equipment, and Contractor’s employees from work hazards.
   b. Adhere to fitness for duty requirements, appropriate working attire, and working area cleanliness.
   c. Enforce safety and security of the work site.
   d. Protect all open excavation areas with caution tape, security fence, and/or barricades.
   e. Plan and perform all work in a manner that will provide hazard-free work areas for Omnitrans personnel.
   f. Provide and post signs, place barricades and similar safe guards to direct traffic away from the site of work.
   g. Adhere to 5 mile per hours speed limit within bus yards.
   h. Remove barricades when area is capable of receiving traffic.
   i. Ensure that anything electrical is properly grounded and that all precautions are taken to prevent any chance of electrical shock or spark.
   j. Provide fire protection for Contractor’s material, facilities, and equipment. No fire protection equipment or personnel will be provided by Omnitrans.
   k. Adhere to all safety requirements as required by regulatory agencies and industry safety standards, whichever is the stricter.
   l. The Project Manager or Safety and Security Office reserves the right to stop the Contractor’s work in the event that Contractor’s employee is in violation, and that the work will remain stopped until the violation is corrected.

2. **Smoking**
   Omnitrans uses designated areas for smoking. Smoking is not allowed at anytime in the bus yard, on or in any buildings, or by the entrances to any buildings. Smoking by employees of the Contractor, or his subcontractors, shall not create a hazardous condition for themselves, co-workers, or employees and property of Omnitrans.

3. **Eye Protection**
   a. Per Omnitrans eye protection policy, ANSI Z87 approved eye protection shall be worn by all persons while conducting business outside the boundaries of the established “green zone”. The policy also requires that eye protection be utilized if hazardous work is being conducted within the “green zone”. The Contractor shall ensure that all of its employees have been provided eye protection that meets the requirement.
4. **Vests**
   a. Contractors and their employees working or performing services in outside work zones shall wear ANSI Class 2 Safety Vests. ANSI Class 2 Safety Vests must be worn at all times in the bus yard and in the relief vehicle locations.
   b. Safety Vests are not required while in designated, marked with painted green borders Safety Zones on Agency property or while on sidewalks, curbs, or raised pavement.

F. **SECURITY & EMERGENCY PREPAREDNESS**

Contractor, subcontractors, and other people working on this contract shall ensure the following Security & Emergency Preparedness requirements are met:

**Emergency Preparedness**

a. Contractor shall ensure that all exit routes are kept free and unobstructed with no material or equipment placed, either permanent or temporary, within the exit route.

b. Aisles, walkways and emergency exits shall be kept clear for egress.

c. First aid supplies shall be readily available for contractors, subcontractors, etc.

**Security**

d. If Contractor is issued an Agency Contractor badge it shall be worn so that it is visible to others.

e. Secure doors shall not be propped open unless authorized by the Safety and Security Office.

f. If any security equipment (card readers, CCTV cameras, etc.) are rendered nonfunctioning either by accident or due to project scope, the Safety and Security Office shall be immediately contacted.

g. Suspicious Packages, Suspicious Objects, Suspicious People, Suspicious Photography, etc. shall be immediately reported to an on duty Omnitrans Security Officer or a member of the Safety and Security Office.

h. Sensitive Security Information (SSI) - Contractors’ working with Omnitrans SSI shall follow Omnitrans SSI Procedure 803-16.

i. Photographing any security equipment is not permitted without the written consent of the Safety and Security Office.

*End Scope of Work*

Attachments: Exhibit 1 – Specification 28 33 00 Methane Detection System
Exhibit 2 – Drawings – I Street Methane Detection and Modernization
EXHIBIT 1

Specification 28 33 00
(Reference Document Only)
PART 1 - GENERAL

1.01 SUMMARY

A. Scope of Work: The Contractor shall furnish, install, test, calibrate, and place in operation a methane gas detection system as shown on the drawings. The Contractor shall also provide all hardware, software, and programming for integrated operation with a relay control system to activate/deactivate maintenance building systems to achieve the desired gas alarm responses. The methane detection system including the control system shall be furnished, installed, tested, and placed into operation by the Contractor to the satisfaction of the Owner.

1.02 SYSTEM DESCRIPTION

A. Sequence of Operation

1. Upon gas detection at 25% LFL, the gas detection control system shall initiate visual gas alarm amber strobes (indoors) and amber beacons (outdoors), activate gas alarm horns, activate designated garage door motor operators, activate the gas alarm ventilation system, and deactivate garage heating system in the repair bay area.

2. Upon gas detection at 50% LFL, the gas detection control system shall initiate visual gas alarm red beacons (outdoors) and shutdown the non-essential electrical circuits. Non-essential electrical circuits are defined as circuits other than for lighting, gas detection, and building systems activated by the gas detection system. Actions taken upon gas detection at 25% LFL shall continue at 50% LFL except outdoor amber beacons shall be deactivated.

3. Upon gas detection system fault, the gas detection control system shall deactivate the heating system, activate designated garage door motor operators, activate the gas alarm ventilation system, activate a horn at the gas detection panel, and initiate remote notification of the fault condition.

4. When the methane gas detection system is not in alarm and/or trouble conditions the steady-on green outdoor beacons shall be activated. The green beacons shall be deactivated upon either of the following conditions:
a. gas alarm  
b. trouble alert  

B. Gas detection system status (active, alarm, fault, etc.) shall be monitored from the main gas detection control panel and communicated remotely. Low gas alarm and gas detection system trouble status shall be transmitted to the new autodialer. High gas alarm shall be transmitted to both the autodialer and fire alarm system.

1.03 REFERENCE STANDARDS

A. Applicable Safety Standards

1. California Electrical Code with local amendments (CEC) 
2. California Fire Code with local amendments (CFC) 
3. UL 508, Industrial Control Equipment 
4. UL 874, Standard for Control Units and Accessories for Fire Alarm Systems 
5. UL 913, Intrinsically Safe Apparatus and Associated Apparatus for Use in Class I, II, and III, Division 1, Hazardous Locations 
6. UL 1203, Explosion-Proof and Dust-Ignition Proof Electrical Equipment for Use in Hazardous Locations 
7. UL 1638, Standard for Safety Visual Signaling Appliances 
8. UL 2017, Standard General-Purpose Signaling Devices and Systems 
9. UL 2075, Standard for Gas and Vapor Detectors and Sensors

1.04 QUALITY ASSURANCE

A. The methane gas detection instrument (assembly consisting of sensors and controllers) shall be UL 2075 listed for use with methane gas or natural gas.

B. All methane gas detection sensor modules shall be UL listed, Factory Mutual (FM) approved, or US/NRTL/CSA certified for use in Class 1, Division 1, Group D environments.

C. A single manufacturer shall provide the gas detection system including the sensors, controllers, and relay control system so that only one manufacturer has overall responsibility. Gas detection system control units shall be listed and labeled in accordance with either UL 864 or UL 2017. The gas detection control system shall be hard-wired relay based (refer to Sheet
GD601 for additional relay control system requirements). The Contractor shall be responsible to ensure that all equipment supplied as part of the gas detection system is compatible and will operate as an integrated and functional system. The Contractor shall also ensure that the gas detection system including the control system is properly integrated with the various building systems (ventilation, heating, etc).

D. The Contractor shall certify to the Owner that all methane gas detection system components have been installed in accordance with the manufacturer's recommendations, in a manner approved by the manufacturer. Installation personnel shall be certified by the manufacturer.

E. The Contractor shall certify to the Owner that the gas detection control system for initiation of alarms and the building responses was functionally tested at the manufacturer's plant prior to onsite delivery.

1.05 SEQUENCING AND SCHEDULING

A. The schedule shall be coordinated with and approved by the Owner. Contractor shall sequence the Work with the work of all other trades to avoid interference.

1.06 SUBMITTALS

A. Deferred Submittal: Submit documentation and calculations on the gas detection system including accessories. The relay-based control system shall be provided as a submittal separate from the gas detection system. It is the responsibility of the Contractor to obtain approvals from the Owner and from the local authorities having jurisdiction of the gas detection system prior to installation. At a minimum, the submittal shall include the following:

1. Equipment data per Paragraph 1.06B.

2. Panel physical layout and schematics.

3. Electrical wiring and installation drawings that identify each component and show all interconnected or interlocked components. Each sensor shown shall be individually numbered on the drawings including the ceiling plan with numbering corresponding to sensor numbering on the controller display at the gas detection control panel.

4. Material and equipment descriptive material such as catalog cuts, diagrams, performance curves, and other data to demonstrate conformance with specifications.

5. Calculations for sizing backup battery system.
B. Equipment Data: The submittals shall include complete data for all materials, including relay-based control system. Data shall include documentation of UL listing of the gas detection system in accordance with Articles 1.03 and 1.04.

C. Testing Submittals: Provide test plan and test procedures for approval. Explain in detail, step-by-step, actions and expected results to demonstrate compliance with the requirements of this specification and methods for simulating necessary conditions of operation to demonstrate performance of the system. Test plan and test procedures shall demonstrate capability of system to initiate building gas alarm responses upon activation of the gas detection system. Submit no less than one week prior to initiating acceptance testing and training.

D. Operation and Maintenance Manuals: Provide manuals bound in loose-leaf binders prior to substantial completion. Identify each manual’s contents on cover. Manuals shall include names, addresses, and telephone numbers of each subcontractor installing equipment and systems, and list the nearest service representatives for each item of equipment and each system. Place tab sheets at beginning of each chapter or section and at beginning of each appendix. Final copies delivered after completion of the acceptance tests shall include all modifications made during installation, checkout, and acceptance. Operation and maintenance manuals shall include hardware manual, operations manual, and maintenance manual.

1. Hardware Manual: Furnish a hardware manual describing all equipment provided, including:
   a. General description and specifications.
   b. Equipment electrical schematics and layout drawings.
   c. Relay logic control system diagrams.

2. Operator’s Manual: The operator’s manual shall provide all procedures and instructions for operation of the system, including:
   a. Alarm panel and peripherals.
   b. System start-up and shutdown procedures.
   c. Alarm reset procedures

3. Maintenance Manual: The maintenance manual shall provide descriptions of maintenance for all equipment including inspection, fault diagnosis, and repair or replacement of defective components. The manual shall include a preventive maintenance program that lists maintenance tasks and their frequency for proper maintenance of the gas detection system.
1.07 OPERATIONAL TESTING

A. General: Coordinate with mechanical, electrical, and adjusting and balancing work.

1. Make all necessary adjustments and calibrate all instruments. Test all physical and functional requirements of the gas alarm system.

1.08 ACCEPTANCE TESTING AND TRAINING

A. Site Testing:

1. General: The Contractor shall provide all personnel, equipment, instrumentation, and supplies necessary to perform testing.

2. Acceptance Test: The Contractor shall demonstrate compliance of completed control system with contract documents. The Contractor shall engage the gas detection manufacturer to conduct the testing. Using approved test plan, all physical and functional requirements of project shall be demonstrated to the Owner and to the authorities having jurisdiction. All deficiencies shall be corrected.

3. Certification: A letter of certification shall be provided to the Owner to indicate that the tests have been performed and all systems and devices are operational.

4. Mandatory Service Calls: Contractor shall provide two scheduled service calls to calibrate the gas sensors and test the gas detection system including all building responses in the presence of the Owner's Representative. The service calls shall be performed 6 months and 11 months after the date of Project acceptance by the Owner. Contractor shall be responsible for providing all labor, parts, calibration gas, and instruments necessary for sensor calibration and system testing. Contractor shall also be responsible for any repairs required that are identified during the mandatory service calls. At the end of the 11-month Service Call, Contractor shall provide to the Owner new calibration test kits sufficient to calibrate all sensors once.

B. Training:

1. General: The Contractor shall conduct training courses for designated personnel in operation and maintenance of the system. Training shall be oriented to the specific system being installed under this contract. Training manuals shall be provided for each trainee, with two additional copies provided for archival at project site. Manuals shall include detailed description of the subject matter for each lesson. Notification
of any planned training shall be given to the Owner at least 15 days prior to the training.

1.09 WARRANTY

A. General: The Contractor shall warranty all materials, workmanship, and the successful operation of all equipment and apparatus installed for a period of one year from the date of final acceptance of the entire work, and shall guarantee to repair or replace at his own expense any part of the apparatus that may show defect during that time, provided such defect is, in the opinion of the Owner, due to imperfect material or workmanship and not due to carelessness or improper use.

B. Personnel: Warranty service shall be performed by technicians trained by the manufacturer.

C. Scope: The manufacturer shall maintain a stock of replacement parts sufficient to provide responsive same-day or next-day service with a minimum of system “down” time.

PART 2 - PRODUCTS

2.01 ACCEPTABLE GAS DETECTION MANUFACTURERS

A. Acceptable manufacturers for methane gas detection system equipment:

1. Sierra Monitor Corporation
2. Sensor Electronics Corporation
3. Or equal

2.02 GAS DETECTION EQUIPMENT

A. The methane gas detection system shall comply with all applicable requirements in Specification Section 283300. The system shall measure the methane gas concentration under the ceiling in the building. The gas detection system shall provide summary reports describing sensor status, sensor gas exposure history, calibration history, system configuration, and alarm history. There shall be an alarm at 25% LFL and at 50% LFL for each sensor module and a fault alarm for each gas detection controller. The alarms shall be annunciated on the gas detection controller display. The controllers shall be located in the gas detection cabinet. The system shall also include continuous self-diagnostics to ensure the system is operating properly.
B. The gas detection controllers shall communicate alarm and fault conditions to the control system, which in turn shall initiate the appropriate alarm and fault responses.

C. Methane gas detection sensors shall be point type and use infrared detection technology. Methane gas sensors shall be located beneath the ceiling as indicated on the drawings. Sensor modules shall be suitable for use in at least Class I, Division 1, Group D areas.

D. Calibration checking of the methane gas detection system shall be one person, non-intrusive and auto-adjusting. Sensor modules shall be equipped with calibration gas delivery fittings and flexible drop tubing to allow remote introduction of calibration gas at ground level. Calibration adjustments shall be made automatically with no manual adjustments required at either the sensor module or the controller.

   1. The Contractor shall provide stations as shown on the drawings for the introduction of calibration gas into a sensor via flexible tubing. Tubing from adjacent sensors shall be gathered and terminated at calibration stations. Tubing length shall be limited to a maximum of approximately 60 feet.

E. The gas detection system shall be configured such that all sensors can be monitored and supervised from the control system cabinet.

F. Methane gas sensors shall have a minimum expected useful life of five years. The methane gas sensors shall have a minimum warranty period of two years. The Contractor shall provide (i.e., furnish and install) a replacement sensor at no charge for any sensor that fails during the two-year warranty period.

G. The methane gas sensors shall be capable of being located remote from the monitor/readout unit (i.e., the methane gas detection system controller) up to 3,000 feet. The gas detection system controller shall be located as indicated on the drawings. Wiring between the controller and sensors shall be three-conductor (power, signal, and ground). Where appropriate, groups of up to four gas sensors may be multiplexed on a single three-conductor cable to the controller. Gas detector system manufacturer shall specify the proper wire size based upon distances between gas sensor and controllers and multiplexing.

H. Controller shall indicate system fault whenever any of the following conditions exist:

   1. System power loss (local and remote fault notification only)

   2. Signal loss from any sensor
3. At start-up, until system self-check has been accomplished (approximately 30 seconds)

4. Malfunction or removal of any control module

I. The gas detection control system shall operate on 120 VAC and shall be able to operate on 24 VDC power. A battery-operated back-up power supply including battery charger for the gas sensors, gas detection control panel, and gas alarm horns and strobes shall be provided. The above systems shall be switched automatically to the back-up power supply system in the event of loss of 120 VAC power. A remote notification shall be transmitted upon loss of 120 VAC power for over five (5) minutes. The back-up shall be sized to provide 125% of the power needed to maintain all loads for at least 24 hours and to activate an alarm for at least ten minutes.

J. The Contractor shall provide a gas detection control panel. Although a third-party UL-certified panel fabricator may assemble the gas detection panel, it is preferred that the gas detection system supplier provides the panel. The panel shall include gas detection controllers within a NEMA 4X enclosure. The battery system shall be provided in a separate NEMA 3R enclosure. The control panel shall be functionally tested at the Manufacturer’s plant prior to onsite delivery.

1. The gas detector displays shall be visible without having to open the panel.

2. The panel front shall include a yellow system trouble light.

3. The panel shall include a horn to provide an audible signal in the event of gas detection system fault or mechanical ventilation malfunction.

K. Gas detection system conditions (active, alarm, fault, etc.) shall be monitored from the gas detection control cabinet.

2.03 STROBES, BEACONS, AND HORNS

A. Furnish and install as indicated on drawings. Bottom of strobes, beacons, and horns shall be mounted between 80-inches and 96-inches above finished floor or 6” below the ceiling whichever is lower.

2.04 AUTODIALER (REMOTE NOTIFIER)

A. The wireless, web-based alarm detection and notification system shall be a RACO ALARMAGENT.COM remote terminal unit. The notifier panel shall be located as shown on the drawings and enclosed in a lockable NEMA 4X cabinet. A minimum of eight (8) digital inputs (dry contacts) shall be provided. System shall be provided with communication failure alarm,
power failure alarm, and surge protection. System shall have a minimum 3-year parts and labor warranty.

B. The system shall be configured to receive signals from the methane detection system and make real-time notification of alarm and trouble status via email and SMS notification alert.

C. System shall be provided with a two-year service agreement RACO 840AA-S2yr Extended Basis Annual Service for remote cloud-based communication via wireless cellular network.

D. A backup battery system shall be included to provide a minimum of 24 hours of backup power.

2.05 ACCESSORIES

A. Contractor shall furnish and install all materials including flexible tubing and calibration stations in addition to providing the products specified in this Specification.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Provide methane gas detection system including control system as shown on the drawings and described in the specifications.

B. Installation personnel shall be certified by the gas detection manufacturer. All work shall comply with Division 26, and related requirements. All features of the installation shall be provided in a neat, workmanlike manner.

C. System Field Installation: All electrical installation work for the methane detection system shall comply with the requirements in the California Electrical Code for Class 1, Division 1 installations. All conductors shall be shielded wire in metal conduit. All conduits shall contain a ground conductor.

D. Provide plastic labels on the:

1. End of the calibration tubing runs inside each calibration station enclosure corresponding to the sensor number.

2. Controller display for each sensor channel at the gas detection control panel. Numbering for each controller channel shall correspond to the sensor number.
3. At each ceiling mounted sensor. Label shall be sufficiently large to be legible from ground level.

3.02 COORDINATION

A. Coordinate the work of providing the methane gas detection system with the work of other trades involved in the project, to avoid conflict and to provide for correct installation for materials and equipment furnished under other trades.

B. Provide coordination to ensure proper interfacing between the methane gas sensors, gas detection control cabinet, and building systems interfacing with the gas detection system as described in the sequence of operations. The control system shall receive inputs from the gas detection system and initiate the appropriate gas alarm responses.

3.03 CLEANUP

A. Touch up damage to painted surfaces. Wipe and clean equipment of all oil, grease, and solvents. Clean area around equipment installation and remove packing or installation debris from job site.

3.04 TESTING

A. Upon completion of the work, at a time to be designated by the Owner, the Contractor and equipment manufacturer shall demonstrate for the Owner the full and complete operation of the installation, including any and all special items installed by or under the supervision of the Contractor, and specifically including a demonstration of proper interfacing of all desired building systems or features. Tests shall include a successful functional test and calibration checking of the gas detection system.

END OF SECTION
EXHIBIT 2

DRAWINGS
I Street Methane Detection & Modernization

(Reference Documents Only)
MAINTENANCE

1. REMOVE (E) GAS HEATER, VENT PIPE AND ACCESSORIES ABOVE.
2. CUT (E) CMU BLOCK 4'-0" WIDE X 24" HIGH OPENING, 16" AFF AND ALIGN WITH EDGE OF (E) WINDOW ABOVE. COORDINATE WITH LOUVER/DAMPER DIMENSIONS FOR EXACT FIT.
3. REMOVE (E) DOOR, DOOR FRAME AND ANCHORAGES.
4. RE-GROUT THE PENETRATIONS LEFT BY THE REMOVAL OF THE ANCHORAGES WITH EPOXY GROUT.
5. REPAIR AND PREPARE SURFACES READY TO RECEIVE (N) HOLLOW METAL DOOR, DOOR FRAME AND ANCHORAGES.

KEYNOTES:
1. SEE MECHANICAL DRAWINGS.
2. SEE STRUCTURAL DRAWINGS.
1. See mechanical drawings.
2. See structural drawings.
1. SEE MECHANICAL DRAWINGS.
2. SEE ELECTRICAL DRAWINGS.
3. SEE GAS DETECTION DRAWINGS.
4. SEE STRUCTURAL DRAWINGS.

- Sectional doors to receive (N) motorized operators.
- Door operation to be tied into the methane detection system.
- (N) hollow metal door, door frame and door hardware to match existing. Door requirements are not limited to: threshold, mortise lockset, closer, continuous hinges, and kick plate. Provide keying per Omnitrans facility standards. See specifications.

(3) 1/4"=1'-0"
1. General contractor to field verify existing conditions, including and not limited to the following: lighting fixtures, electrical conduits, electrical panels, fire sprinklers, etc. Prior to performing new work and shall notify architect of conflicts or conditions that are at variance with performing new work.

2. General contractor to coordinate all disciplines work, including architectural, structural, mechanical, electrical and gas detection drawings in order to avoid any conflicts on the field.

3. Duct work and radiant heating system shown on this plan is diagrammatic and for coordination purposes. Mechanical contractor shall refer to all mechanical drawings and specifications for exact installation details and requirements.

See mechanical drawings.

See structural drawings.

(E) lighting to be lowered 6" below bottom of (N) ductwork and in alignment.
GENERAL NOTE:

SEE STRUCTURAL, MECHANICAL, ELECTRICAL AND GAS DETECTION DRAWINGS FOR ADDITIONAL INFORMATION.
SPF ROOFING TO BE REPAIRED, ALTERED AND PATCHED AS REQUIRED FOR (N) WORK. APPLY (N) SPF TOP COAT.

(N) VFD CONTROL PANEL, SEE MECH DWGS

(N) VFD 12" HIGH LEGS, BY MFR

(E) SPF ROOFING TO BE REPAIRED, ALTERED AND PATCHED AS REQUIRED FOR (N) WORK. APPLY (N) SPF TOP COAT.

(N) BENT PLATE(S), SEE STRUCT DWGS

(E) MTL ROOF

METAL ROOF PERPENDICULAR

METAL ROOF PARALLEL

SUN SCREEN/COVER OVER DISPLAY, SEE MECH DWGS

(V) SPF ROOFING TO BE REPAIRED, ALTERED AND PATCHED AS REQUIRED FOR (N) WORK. APPLY (N) SPF TOP COAT.

(E) SPF ROOFING TO BE REPAIRED, ALTERED AND PATCHED AS REQUIRED FOR (N) WORK. APPLY (N) SPF TOP COAT.

(HVAC) SEE MECH DWGS

6" MTL STUD, SEE STRUCT DWGS

MTL DUCT (E) MTL ROOF

CURB CAP, PER SPECS

CONT SEALANT TO UNDERSIDE OF CURB CAP

EQUIP CURB, PER SPECS

MTL FLASHING, PER SPECS

CANT STRIP

RUN POWER SUPPLY LEADS IN CORNER INSIDE CURB

BENT PLATE, SEE STRUCT DWGS

SUN SCREEN/COVER OVER DISPLAY, SEE MECH DWGS

234 SOUTH 1 STREET
SAN BERNARDINO, CA

METHANE DETECTION AND MODERNIZATION

A-501
ARCHITECTURAL DETAILS

8 OF 36
NOTES

1. VERIFY ALL EXISTING MEMBERS, THEIR LOCATION AND ELEVATIONS IN FIELD.
2. DO NOT CUT OR DAMAGE EXISTING STRUCTURAL MEMBERS.
3. COLD-FORMED METAL WORK SHALL CONFORM TO AISC 360-10.
4. STRUCTURAL STEEL WORK SHALL CONFORM TO AISC 360-10 AND AISC 303-10.
5. WELDING SHALL COMPLY WITH AWS D1.1 AND AWS D1.3.
6. STRUCTURAL STEEL SHALL BE A MINIMUM GRADE 36 KSI.
7. STRUCTURAL BOLTS SHALL BE ASTM A307 COMMON BOLTS. PROVIDE WASHER UNDER ALL BOLT HEADS AND NUTS. STANDARD HOLE IN PURLINS SHALL BE d +1/32 AND STRUCTURAL STEEL WORK SHALL CONFORM TO AISC 360-10 AND AISC 303-10.
8. EXPANSION BOLTS IN CONCRETE SHALL BE ASTM A307 COMMON BOLTS. PROVIDE WASHER UNDER ALL BOLT HEADS AND NUTS. STANDARD HOLE IN PURLINS SHALL BE d +1/32 AND STRUCTURAL STEEL WORK SHALL CONFORM TO AISC 360-10 AND AISC 303-10.
9. EXPANSION BOLTS FOR FULLY GRouted CMU SHALL BE ASTM A307 COMMON BOLTS. PROVIDE WASHER UNDER ALL BOLT HEADS AND NUTS. STANDARD HOLE IN PURLINS SHALL BE d +1/32 AND STRUCTURAL STEEL WORK SHALL CONFORM TO AISC 360-10 AND AISC 303-10.
10. FIRE PENETRATIONS SHALL NOT BE MADE THROUGH WALL OR EDGE OF THE DECK, SEE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR LOCATION OF ALL PIPES, DUCTS, EQUIPMENTS, ETC. DO NOT HANG OR BRACE ANYTHING FROM EXISTING ROOF DECK UNLESS SPECIFICALLY SHOWN.
11. HANGERS SHALL BE CONNECTED TO EXISTING AHJ BEAM OR PURLIN ONLY. USE APPROVED BEAM CLAMP TO HANG FROM BEAM BOTTOM FLANGE. HANGER FROM PURLIN SHALL BE CONNECTED TO WEB OF PURLIN, WHERE HANGER OCCURS BETWEEN PURLINS, PROVIDE UNISTRUT BEAM TO BRIDGE BETWEEN PURLINS, USE DETAIL TSB-011 OR SIMILAR.
12. WHEN RADIANT HEATING PIPING AND EQUIPMENT IS HUNG FROM EXISTING PURLINS, TOTAL HANGER LOAD SHALL NOT EXCEED 150 POUNDS PER PURLIN.
13. CONNECTIONS TO STRUCTURE SHALL NOT IMPOSE ECCENTRIC OR TWISTING LOADS ON STRUCTURAL SUPPORT MEMBERS. WHERE ECCENTRIC CONNECTIONS ARE NECESSARY, PROVIDE ADDITIONAL BRACES, STIFFENER PLATES, OR OTHER SUPPORTS TO STABILIZE STRUCTURAL MEMBERS AT NO ADDITIONAL COST TO OWNER.
14. LOCATION OF UNISTRUT SHOWN IS APPROXIMATE AND MAY BE REvised AS REQUIRED. PROVIDE ADDITIONAL UNISTRUT MEMBERS AS REQUIRED. FURNISH APPROVED CONNECTORS AND CONNECT PER MANUFACTURER'S SPECIFICATIONS.
15. MECHANICAL DUCT SUPPORTS AND BRACING SHALL BE PER MECHANICAL SPECIFICATIONS. ATTACH SUPPORTS TO NEW UNISTRUT BEAMS.
16. CONTRACT DOCUMENTS REPRESENTS THE FINISHED STRUCTURE AND DO NOT INDICATE THE MEANS AND METHODS OF CONSTRUCTION. PROVIDE ALL NECESSARY MEASURES TO PROTECT THE STRUCTURE DURING CONSTRUCTION.

PROJECT ADDRESS
234 SOUTH I STREET
SAN BERNARDINO, CA

PROJECT TITLE
METHANE DETECTION AND MODERNIZATION

CONTRACT NO
IFB-MNT20-05

DRAWING NO
S-201
**EXHAUST FAN SCHEDULE**

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**LOW DENSITY INFRARED HEATER SCHEDULE**

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**INFRARED HEATER VACUUM PUMP SCHEDULE**

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**EXHAUST FAN NOTES**

1. UNIT SHALL INCLUDE FACTORY FURNISHED, FIELD INSTALLED SLOPING BASE ROOF CURB TO MATCH ROOF SLOPE.
2. UNIT WITH VARIABLE FREQUENCY DRIVE SHALL HAVE ALUMINUM WHEELS, RUB RING IN BETWEEN THE SHAFT AND BEARINGS. PROVIDE FAN WITH SHAFT SEAL AND ENCLOSED BELT TUNNEL. THE BUTTERFLY DAMPER IS PART OF THE FAN CONSTRUCTION AND NEED ALUMINUM CONSTRUCTION.
3. UNIT SHALL BE INTERLOCKED WITH METHANE GAS DETECTOR.
4. UNIT WITH VARIABLE FREQUENCY DRIVE SHALL HAVE ALUMINUM WHEELS, RUB RING IN BETWEEN THE SHAFT AND BEARINGS. PROVIDE FAN WITH SHAFT SEAL AND ENCLOSED BELT TUNNEL. THE BUTTERFLY DAMPER IS PART OF THE FAN CONSTRUCTION AND NEED ALUMINUM CONSTRUCTION.
5. PROVIDE MANUAL / AUTO SWITCH. SEE ELECTRICAL DRAWING.

**VFD NOTES**

1. DRIVE AMPS SHALL BE RATED PER NEC TABLE 430.25.
2. PROVIDE DRIVES MOUNTED OUTDOOR IN NEMA 4 ENCLOSURES COMPLETE WITH INLET AND OUTLET PANELS, FILTERS, AND HOODS. HEATER, TWO THERMOSTATS, AND BLOWER WINDOW.
3. PROVIDE UNIT WITH 12' FACTORY LEG STANDS.
4. PROVIDE A SUN COVER OVER THE DISPLAY.

**BYPASS NOTES**

1. PROVIDE COMMON START/STOP IN DRIVE AND BYPASS.
2. PROVIDE SERVICE SWITCH TO DISCONNECT POWER TO THE VFD INPUT.
3. PROVIDE FIREMAN'S OVERRIDE ON AND OVERRIDE OFF CIRCUIT.
4. THE VFD/BYPASS SYSTEM SHALL BE capable of AUTO TRANSFER TO BYPASS ON SELECTABLE VFD FAILS.
5. PROVIDE MANUAL AUTO BYPASS SELECTOR SWITCH AND TIMING CIRCUIT FOR AUTO/BYPASS.
6. THE VFD/BYPASS SYSTEM SHALL BE UL LISTED TO 100 KWC SHORT CIRCUIT RATINGS AS A PACKAGE.

**LOW DENSITY INFRARED HEATER NOTES**

1. INSTALL PER MANUFACTURER INSTRUCTIONS AND RECOMMENDATIONS.
2. THE SYSTEM POWER IS ALL FROM CONTROL PANEL WHICH IS 120V/1 PH.
3. NO OPEN FLAME. ALL SURFACES OF HEATERS MUST NOT EXCEED 750 DEGREE FARENHEIT.
4. PROVIDE SYSTEM CONTROLLER, PROGRAMMABLE THERMOSTAT.
5. SYSTEM WEIGHT IS APPROXIMATELY 60 LBS PER HANGER SPACING 7 FEET.

**INFRARED HEATER VACUUM PUMP NOTES**

1. INSTALL PER MANUFACTURER INSTRUCTIONS AND RECOMMENDATIONS.
2. PROVIDE POWER FROM SYSTEM CONTROL PANEL WHICH IS 120V/1 PH.
3. USE UNISTRUT TO MOUNT VACUUM PUMP.
AIR BALANCE NOTES:

1. CONTRACTOR TO MEASURE THE AIRFLOW AT EXISTING EVAPORATIVE COOLERS PRIOR TO INSTALLATION AND RECORD THE NUMBERS AS REFERENCED.

2. CONTRACTOR TO MEASURE THE AIR FLOW AT THE LIMITING EVAPORATIVE COOLERS AFTER INSTALLING THE ELECTRONICS AND ACCESSORIES. BALANCE THE AIR DISTANCES AT EACH OUTLET TO EQUALIZE, RECORD THE AIRFLOW AND SUBMIT TO ENGINEER.

3. NO VENT AT EXISTING EVAPORATIVE COOLERS, CONTRACTOR TO FIELD VERIFY EXISTING COOLERS AND COORDINATE WITH CONTROL CONTRACTOR.

CONTROL DIAGRAM NOTES:

1. T-stat located on equals to air handler exhaust panel, evaporative air cooler.
2. Motorized dampers and radiant heating system and components.
3. Control panel consists of air handler equipment and radiant heating.
5. Provide exhaust fan display light on red light on air of the exhaust panel.
6. Contractor to aid work in existing controllers of air handler evaporative cooler, and tie this into the panel control.
7. Power for radiant heating system is from control panel, single point.
8. Connection 10V power supply, 3 wires to ground, 2 amp circuit.

CNG SHOP AIRFLOW DIAGRAM

CNG SHOP CONTROL DIAGRAM
GENERAL NOTES

1. PROVIDE ACCESS DEVICES FOR EQUIPMENT AS SHOWN.
2. PROVIDE ALL CONSTRUCTION DRAWING CONDUITS. APPROPRIATE SIZES.
3. PROVIDE ALL CONSTRUCTION DRAWING CONDUIT BOXES AS SHOWN.
4. PROVIDE ALL CONSTRUCTION DRAWING PANELBOARDS AS SHOWN.
5. PROVIDE ALL CONSTRUCTION DRAWING SURFACE MOUNT BOXES.
6. PROVIDE ALL CONSTRUCTION DRAWING Recessed luminaires as shown.
7. PROVIDE ALL CONSTRUCTION DRAWING MOUNTING FIXTURES.
8. PROVIDE ALL CONSTRUCTION DRAWING WIRING.
9. PROVIDE ALL CONSTRUCTION DRAWING TERMINAL TERMINALS.
10. PROVIDE ALL CONSTRUCTION DRAWING ELECTRICAL DEVICES.
11. PROVIDE ALL CONSTRUCTION DRAWING ACCESSORIES.
12. PROVIDE ALL CONSTRUCTION DRAWING METER BOXES.

APPPLICABLE CODES & STANDARDS

- 2016 CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 12
- 2016 CALIFORNIA EXISTING BUILDING CODE
- 2016 CALIFORNIA FIRE CODE (CFC)
- 2016 CALIFORNIA ELECTRICAL CODE (CEC)
- 2016 CALIFORNIA NONRESIDENTIAL CONSTRUCTION CODE (CNC)
- 2016 CALIFORNIA PLUMBING CODE (CPIC)
- 2016 CALIFORNIA HVAC CODE (CHVC)
- AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)
- NATIONAL ELECTRICAL CODE (NEC)
- UNDERWRITERS' LABORATORIES (UL)
- INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
- ELECTRICAL BALLASTS:
- ELECTRIC FUSES:
- ELECTRICAL PANELS:
- ELECTRICAL PANEL BOARD:
- ELECTRICAL OUTLETS:
- ELECTRICAL SWITCHES:
- ELECTRICAL WIRING:
- ELECTRICAL CONDUITS:
- ELECTRICAL SLEEVES:

METHANE DETECTION AND MODERNIZATION

234 SOUTH 1 STREET
SAN BERNARDINO, CA

CONTACT SPECIFICATION

IFB-MNT20-05

NTS

E-001

22 OF 36
## DEMOLITION NOTES

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### Abbreviations

- **BB** (Bottom Board)
- **LF** (Left Foundation)
- **MC** (Middle Column)
- **FB** (Front Board)

### Symbols

- **BB** (Bottom Board)
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### Abbreviations

- **ECC** (Economical Circuit)
- **ESS** (Emergency Switchgear)
- **EVE** (Emergency Voltage Equipment)
- **FCC** (Fire Circuit)
- **FES** (Fire Equipment System)
- **FSE** (Fire Safety Equipment)
- **FSE** (Fire Sprinkler Equipment)
- **FSS** (Fire Sprinkler System)
- **FST** (Fire Sprinkler Testing)
- **FVT** (Fire Ventilation Testing)
- **FVS** (Fire Ventilation System)
- **FWS** (Fire Wall Systems)
- **FXT** (Fire Extinguisher Testing)
- **FXY** (Fire Extinguisher System)
- **FZT** (Fire Zone Testing)

### Symbols

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- **FST** (Fire Sprinkler Testing)
- **FVT** (Fire Ventilation Testing)
- **FVS** (Fire Ventilation System)
- **FWS** (Fire Wall Systems)
- **FXT** (Fire Extinguisher Testing)
- **FXY** (Fire Extinguisher System)
- **FZT** (Fire Zone Testing)

### Symbols

- **BB** (Bottom Board)
- **LF** (Left Foundation)
- **MC** (Middle Column)
- **FB** (Front Board)

### Abbreviations

- **ECC** (Economical Circuit)
- **ESS** (Emergency Switchgear)
- **EVE** (Emergency Voltage Equipment)
- **FCC** (Fire Circuit)
- **FES** (Fire Equipment System)
- **FSE** (Fire Safety Equipment)
- **FSS** (Fire Sprinkler Equipment)
- **FST** (Fire Sprinkler Testing)
- **FVT** (Fire Ventilation Testing)
- **FVS** (Fire Ventilation System)
- **FWS** (Fire Wall Systems)
- **FXT** (Fire Extinguisher Testing)
- **FXY** (Fire Extinguisher System)
- **FZT** (Fire Zone Testing)

### Symbols

- **BB** (Bottom Board)
- **LF** (Left Foundation)
- **MC** (Middle Column)
- **FB** (Front Board)
GENERAL NOTES
1. ALL EQUIPMENT IS EXISTING UNLESS OTHERWISE NOTED.

2. BRANCH CIRCUIT BREAKERS SHALL MATCH EXISTING AIC RATING.

KEY NOTES
- UPON HIGH GAS ALARM, ALL NON-ESSENTIAL CIRCUITS SHALL BE SHUT-OFF IN THE REPAIR BAYS. REFER TO GAS DETECTION CONTROL DIAGRAM FOR MORE INFORMATION.
- BREAKERS FEEDING THESE PANELS SHALL BE REPLACED WITH A SHUNT-TRIP CIRCUIT BREAKER TO SHUT-OFF VIA GAS DETECTOR CONTROL PANEL UPON HIGH GAS ALARM. REFER TO GAS DETECTION CONTROL DIAGRAM FOR MORE INFORMATION.

- TO BE SHUT-OFF VIA GAS DETECTOR PANEL IN SHOP ROOM, SEE SHEET E-201 FOR LOCATION.

- All non-essential load shall provide with shunt-trip circuit breaker via gas detector device to shut-off upon high gas alarm. Refer to gas detection control diagram for more information.

- Breakers feeding these panels shall be replaced with a shunt-trip circuit breaker to shut-off via gas detector control panel upon high gas alarm. Refer to gas detection control diagram for more information.

- To be shut-off via gas detector panel in shop room, see sheet E-201 for location.

- All non-essential load shall provide with shunt-trip circuit breaker via gas detector device to shut-off upon high gas alarm. Refer to gas detection control diagram for more information.
KEY NOTES

1. REMOVE AND RELOCATE EXISTING LIGHTING FIXTURES AND CIRCUITS TO MEET MINIMUM CLEARANCES FROM CEILING.
2. REMOVE EXISTING CONDUIT, WIRING AND BOXES IN ACCORDANCE TO PROJECT SCOPE OF METHANE GAS ZONE REQUIREMENTS.
3. EXISTING RADIANT HEATER TO BE REMOVED, REFER TO MECHANICAL DRAWINGS FOR MORE DETAILS.
4. RE-RUTE POWER AND CONTROL SYSTEM FOR EXISTING VEHICLE LIFTS TO CONFORM TO BELOW 18" MINIMUM CLEARANCE FROM CEILING PER CLASS I, DIVISION II REQUIREMENTS.
5. RE-RUTE LOW VOLTAGE SYSTEM TO CONFORM TO BELOW 18" MINIMUM CLEARANCE FROM CEILING FOR METHANE GAS ZONE REQUIREMENTS PER CLASS I, DIVISION II FIELD VERIFY EXACT LOCATION.
6. RE-RUTE ALL ASSOCIATED SUPPORT EQUIPMENT DEVICES AND ETC. THAT ARE NOT TO REMAIN.
7. ELECTRICAL ITEMS DESIGNATED WITH "R" ARE TO BE DISCONNECT AND RELOCATED, INCLUDING RESPECTIVE BRANCH CIRCUIT WIRING/CABLING AS NOTED.
8. ELECTRICAL ITEMS WITH "RR" ARE TO BE DISCONNECTED, CLEARLY IDENTIFIED, PROVIDE SIGNAL TRACEOUT AND RING OUT PRIOR TO DE-ENERGIZATION.
9. CONTRACTOR TO FIELD-VERIFY, RECONNECT AS REQUIRED AND REROUTE ALL ABANDONED CONDUIT AND CONDUCTORS SHALL BE REMOVED BACK TO THE SOURCE.
10. CONTRACTOR TO FIELD-VERIFY, EXISTING FIXTURES OR DEVICES THAT ARE MEANT TO REMAIN THAT ARE AFFECTED BY THIS DEMOLITION WORK.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXISTING CONDUITS WHICH ARE IN OR BE REUSED ARE TO BE DEMOLISHED.
12. CONTRACTOR TO FIELD COORDINATE WITH OWNER FOR ALL DEVICES THAT ARE IN OR BE REUSED ARE TO BE DEMOLISHED.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXISTING CONDUITS WHICH ARE NOT TO REMAIN IN OR BE REUSED ARE TO BE DEMOLISHED.

GENERAL NOTES

1. FOR PARTIAL DEMOLITION NOTES ON SHEET E-002 FOR ADDITIONAL INFORMATION.
2. CONTRACTOR TO FIELD-VERIFY, IN ANY CONDITION PRIOR TO BEING DE-ENERGIZED AND RE-ROUTED, REFER TO DEMOLITION NOTES ON SHEET E-002 FOR ADDITIONAL INFORMATION.
3. CONTRACTOR TO FIELD-VERIFY, EXISTING CONDITION, PRIOR TO BID TO DETERMINE FULL EXTENT OF DEMOLITION WORK TO ACCOMMODATE NEW DESIGN PLANS FOR SCOPE OF WORK, INCLUDING RESPECTIVE CONDUIT AND BRANCH CIRCUIT WIRING/CABLE TO SOURCE.
4. CONTRACTOR TO FIELD-VERIFY, EXISTING RADIANT HEATER TO BE REMOVED. REFER TO DEMOLITION NOTES ON SHEET E-002 FOR ADDITIONAL INFORMATION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXISTING CONDUITS WHICH ARE NOT TO REMAIN IN OR BE REUSED ARE TO BE DEMOLISHED.
6. CONTRACTOR TO FIELD-VERIFY EXISTING CONDITION, PRIOR TO BID TO DETERMINE FULL EXTENT OF DEMOLITION WORK TO ACCOMMODATE NEW DESIGN. SEE REMODEL PLANS FOR SCOPE OF WORK.
7. CONTRACTOR TO FIELD-VERIFY, EXISTING CONDUITS WHICH ARE NOT TO REMAIN IN OR BE REUSED ARE TO BE DEMOLISHED.
8. CONTRACTOR TO FIELD-VERIFY EXISTING CONDITION, PRIOR TO BID TO DETERMINE FULL EXTENT OF DEMOLITION WORK TO ACCOMMODATE NEW DESIGN.
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12. CONTRACTOR TO FIELD-VERIFY, EXISTING CONDITION, PRIOR TO BID TO DETERMINE FULL EXTENT OF DEMOLITION WORK TO ACCOMMODATE NEW DESIGN.

ELECTRICAL DEMOLITION PLAN

234 SOUTH 1 STREET
SAN BERNARDINO, CA

METHANE DETECTION AND MODERNIZATION

CONTRACTOR:
IFB-MNT20-05

PROJECT ADDRESS:
234 SOUTH 1 STREET
SAN BERNARDINO, CA

SHEET NO:
E-101

DRAWN BY:
6/5/2019

SCALE:
1/4"=1'-0"

NOT FOR CONSTRUCTION

Drawn by:
San Bernardino, CA

Project Title:
METHANE DETECTION AND MODERNIZATION

Contractor:
IFB-MNT20-05

Project Address:
234 South 1 Street
San Bernardino, CA

Scale:
1/4"=1'-0"

Drawing No:
E-101

Sheet No:
25 OF 36
1. EXHAUST FAN VFD'S ON UNISTRUT, REFER TO MECHANICAL DRAWINGS FOR EXACT LOCATION, MOUNTING HEIGHT AND REQUIREMENTS OF EQUIPMENT.

2. CONDUIT, JUNCTION BOXES AND CONTROL WIRING FOR HVAC CONTROLS SHALL BE PROVIDED BY MECHANICAL CONTRACTOR. REFER TO MECHANICAL DRAWINGS FOR MORE INFORMATION.

3. EACH MULTI-WIRE BRANCH CIRCUIT SHALL BE PROVIDED WITH MEANS TO SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS AT THE PANEL, IN COMPLIANCE WITH CEC 210.4(B)&(D).

4. CONTROL CONDUIT AND SEAL FROM EXHAUST FAN UNIT TO EXHAUST FAN VFD PANEL (TYP.). REFER TO MECHANICAL/GAS DETECTION DRAWINGS FOR CONTROL DIAGRAMS.

5. GROUND LUG TO EXISTING EARTH GROUND OF THE BUILDING FROM CABINET GROUND LUG TO EXISTING EARTH GROUND LUG TO MAIN SERVICE ENTRANCE STEEL COLUMN/MAIN METAL C.W.

6. 3/4" TO EXHAUST FAN CONTROL PANEL (TYP. OF 3)
1. Maintain access and circuit continuity to existing active electrical installations.
2. All existing light fixtures shall be salvaged, cleaned, reused, and relamped.
3. Support ceiling mounted light fixtures directly from the building structure. Do not support fixtures from piping, ductwork, or any equipment.
4. Where indicated on HVAC plans as part of the electrical work and not covered on this plan, provide conduit and control wiring.
5. Refer to mechanical drawings for exact location and electrical requirements of mechanical equipment.
**EXISTING/ NEW EQUIPMENT ELEVATION DETAIL**

1. **A** (E) GAS DETECTION CONTROL PANEL, DIM (24"W X 30"H X 22"D)
2. **B** E (N) BACKUP BATTERY CHARGER, DIM (19.4"W X 17.6"H X 13"D)
3. **C** (N) AUTO DIALER, DIM (12.5"W X 12.2"H X 7"D)
4. **D** (N) HEAT CONTROL PANEL
5. **E** (N) RELAY CONTROL CABINET, DIM (12"W X 18"H X 18"D)
6. **F** (N) EXHAUST FAN CONTROL PANEL
7. **G** (N) BACKUP BATTERY, DIM (10.92"W X 9.25"H X 6.62"D)

**NOTE:**
- WALL D-(N) BACKUP BATTERY
- WALL C-(N) AUTO DIALER
- WALL G-(N) HEAT CONTROL PANEL
- WALL E-(N) RELAY CONTROL CABINET
- WALL F-(N) EXHAUST FAN CONTROL PANEL
- WALL E-(N) BACKUP BATTERY CHARGER

**CONDUIT SUPPORT ON ROOF DETAIL**

1. **A** ELECTRICAL PLUGGABLE CONNECTOR
2. **B** FRAMING STUDS
3. **C** ELECTRICAL SERVICE PANEL
4. **D** CONDUIT FOR DRILLING
5. **E** (E) METAL ROOFING AND SUPPORT
6. **F** WALL
7. **G** CONDUIT PENETRATION DETAIL

**CONDUIT PENETRATION THRU CONCRETE WALL DETAIL**

1. **A** 1-1/2" THREADED ROD FITTING
2. **B** 1/2" THREADED ROD FITTING
3. **C** PAINTED STEEL UNISTRUT P3010
4. **D** STUD NUT
5. **E** #805 END CLOSER
6. **F** U-CHANNEL SUSPENDED LIGHT FIXTURE
7. **G** AB-866 CONDUIT FITTING

**PEND. FIXTURE SEISMIC RESTRAINT**

1. **A** THREADED ROD SUSPENDED FIXTURE
2. **B** U-CHANNEL SUSPENDED FIXTURE BELOW DUCT SUPPORT

**CONDUIT PENETRATION DETAIL**

1. **A** ELECTRICAL FITTINGS
2. **B** SLIP JOINT
3. **C** CONDUIT SUPPORT ON ROOF DETAIL
4. **D** WALL
5. **E** EXISTING CONCRETE WALL

**METHANE DETECTION AND MODERNIZATION**

1. **A** 1/4"x3/4" GALVANIZED WOOD CONDUIT PENETRATION THRU CONCRETE WALL DETAIL
2. **B** ELECTRICAL DETAILS SHEET 1 OF 2
3. **C** PEND. FIXTURE SEISMIC RESTRAINT
4. **D** CONDUIT PENETRATION DETAIL
METHANE DETECTION AND MODERNIZATION

GAS DETECTOR ENCLOSURE ELEVATION

30/36

E-602

IFB-MNT20-55

PROJECT ADDRESS

234 SOUTH 1 STREET
SAN BERNARDINO, CA

ELECTRICAL PANEL
150 POUNDS MAXIMUM

3/8"Øx3" LONG HILTI "KWIK-BOLT" 2 1/2" MINIMUM EMBEDMENT WITH FENDER WASHER (4 TOTAL). USE THROUGH OR TOGGLE BOLTS IN UNGROUTED MASONRY BLOCK.

EXP. 9-30-2020

Lic. E21571

FIREPROOFING

LABELED

STV 100 YEARS

Omnitrans
AN OBJECTIVE OF THIS PROJECT IS TO PROVIDE BUILDING IMPROVEMENTS TO ACCOMMODATE THE SAFE REPAIR AND SERVICING OF COMPRESSED NATURAL GAS (CNG) VEHICLES WITHIN THE AREAS DESIGNATED. THE AREAS DESIGNATED FOR CNG VEHICLES SHALL CONTINUE TO BE AVAILABLE FOR THE REPAIR AND SERVICING OF LIQUID FUELED VEHICLES.

THIS DRAWING IS INTENDED TO SCHEMATICALLY SHOW THE GAS ALARM SYSTEM WITHIN THE AREAS DESIGNATED FOR CNG VEHICLES. CONTRACTOR SHALL REFER TO THE ELECTRICAL AND MECHANICAL DESIGN DRAWINGS FOR INSTALLATION DETAILS OF EQUIPMENT.

EXISTING BUILDING CONDITIONS SHOWN IN THIS DRAWING WERE OBTAINED FROM STV INC.

CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY ALL CONDITIONS, LOCATIONS, AND DIMENSIONS BEFORE STARTING WORK.

CONTRACTOR SHALL PROVIDE CALIBRATION STATIONS TO ALLOW PERSONNEL TO INTRODUCE CALIBRATION GAS TO EACH GAS SENSOR. A CALIBRATION LINE SHALL BE ATTACHED TO EACH CEILING MOUNTED GAS SENSOR TO FACILITATE THE INTRODUCTION OF CALIBRATION GAS FROM GROUND LEVEL, WITHOUT THE USE OF LIFTING DEVICES. CALIBRATION LINES FROM THE GAS SENSOR SHALL BE GROUPED TOGETHER AT STRATEGICALLY LOCATED CALIBRATION STATIONS. THE LENGTH OF THE CALIBRATION LINE TO EACH SENSOR SHALL NOT EXCEED SIXTY FEET.

CONTRACTOR SHALL SUBMIT DOCUMENTATION ON THE GAS DETECTION SYSTEM INCLUDING ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PROJECT AND PERMIT APPROVALS OF THE GAS DETECTION SYSTEM PRIOR TO INSTALLATION.

CONTRACTOR SHALL RELOCATE EXISTING FACILITIES (CONDUITS, FITTINGS, PANELS, ETC.) TO ACCOMMODATE THE METHANE DETECTION SYSTEM. RELOCATION OF EXISTING FACILITIES AS NEEDED TO ACCOMMODATE NEW CONSTRUCTION SHALL BE INCLUDED IN THE BID PRICE.

PROVIDE LIGHTS AND FLASHING STROBES AT DESIGNATED LOCATIONS AROUND THE AREA FOR THE REPAIR AND SERVICING OF CNG VEHICLES (CFC 2311.7.2.2.1). STROBES SHALL BE ACTIVATED UPON GAS DETECTION AT 25% LFL.

PROVIDE THE FOLLOWING SIGN ON THE SIDE OF THE DOOR FACING AWAY FROM THE AREA DESIGNATED FOR CNG VEHICLES:

SIGN SHALL BE MULTI-LAYER ACRYLIC, 10" x 7" MINIMUM, WITH WARNING HEADER. SIGN SHALL COMPLY WITH ANSI Z535.2 ENVIRONMENTAL AND FACILITY SAFETY SIGNS STANDARD.

PROVIDE THE FOLLOWING SIGN ON BOTH SIDES OF THE DOOR:

SIGN SHALL BE MULTI-LAYERED ACRYLIC, 10" x 7" MINIMUM. SIGN SHALL COMPLY WITH ANSI Z535.2 ENVIRONMENTAL AND FACILITY SAFETY SIGNS STANDARD.

PROVIDE THE FOLLOWING SIGN NEXT TO GARAGE DOOR:

SIGN SHALL BE MULTI-LAYERED ACRYLIC, 30" x 22" MINIMUM. SIGN SHALL COMPLY WITH ANSI Z535.2 ENVIRONMENTAL AND FACILITY SAFETY SIGNS STANDARD.

PROVIDE AN AUTOMATIC MOTOR OPERATOR INTERLOCKED WITH THE GAS DETECTION SYSTEM AND AN ENTRAPMENT SAFETY SYSTEM FOR GARAGE DOOR. THIS SHALL PROVIDE MAKE-UP AIR INLETS FOR THE GAS ALARM VENTILATION SYSTEM THAT ARE UNIFORMLY ARRANGED ON EXTERIOR WALLS NEAR FLOOR LEVEL (CFC 2311.7.1.1). MOTOR OPERATOR AND ENTRAPMENT SAFETY SYSTEM SHALL BE RATED FOR USE IN CLASS 1, DIVISION 2 LOCATIONS. AFTER OPENING THE GARAGE DOOR UPON METHANE GAS ALARM, THE CONTROL SYSTEM FOR THE MOTOR OPERATOR SHALL PREVENT THE GARAGE DOOR FROM CLOSING UNTIL THE METHANE GAS DETECTION SYSTEM IS MANUALLY RESET. REFER TO THE MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL DETAILS.

SEAL ALL PENETRATIONS BETWEEN THE CNG REPAIR GARAGE AND ADJACENT INDOOR AREAS TO PREVENT NATURAL GAS FROM MIGRATING TO ADJACENT INDOOR AREAS.

CONTRACTOR SHALL PROVIDE AN AUTOMATIC MOTOR OPERATOR INTERLOCKED WITH THE GAS DETECTION SYSTEM AND AN ENTRAPMENT SAFETY SYSTEM FOR GARAGE DOOR. THIS SHALL PROVIDE MAKE-UP AIR INLETS FOR THE GAS ALARM VENTILATION SYSTEM THAT ARE UNIFORMLY ARRANGED ON EXTERIOR WALLS NEAR FLOOR LEVEL (CFC 2311.7.1.1). MOTOR OPERATOR AND ENTRAPMENT SAFETY SYSTEM SHALL BE RATED FOR USE IN CLASS 1, DIVISION 2 LOCATIONS. AFTER OPENING THE GARAGE DOOR UPON METHANE GAS ALARM, THE CONTROL SYSTEM FOR THE MOTOR OPERATOR SHALL PREVENT THE GARAGE DOOR FROM CLOSING UNTIL THE METHANE GAS DETECTION SYSTEM IS MANUALLY RESET. REFER TO THE MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL DETAILS.
1. An objective of this project is to provide building improvements to accommodate the safe repair and servicing of compressed natural gas (CNG) vehicles within the areas designated.

2. This drawing is intended to schematically show the gas detection sensors within the areas designated for CNG vehicles. Contractor shall refer to the electrical and mechanical design drawings for installation details of equipment.

3. Existing building conditions shown in this drawing were obtained from STV Inc.

4. Contractor shall visit the job site and verify all conditions, locations, and dimensions before starting work.

5. Gas sensors shall be mounted underneath the building ceiling.

6. Contractor shall submit documentation of the gas detection system including accessories. It is the responsibility of the contractor to obtain project and permit approval of the gas detection system prior to installation.

7. Contractor shall relocate existing facilities (conduits, fittings, panels, etc.) to accommodate the methane detection system. Relocation of existing facilities as needed to accommodate new construction shall be included in the bid price.

---

KEY NOTES

1. Provide combustible gas detection system with ceiling mounted gas sensors, control panel, (refer to framing grid for locations), and accessories in accordance with the 2016 California Fire Code (CFC 2311.7.2).

2.甲. Gas detection system shall cause the following actions upon gas detection at 25% LFL:
   a. Activate gas alarm ventilation system in garage (CFC 2311.7.2.2.3).
   b. Activate garage door motor operators (CFC 2311.7.1.1).
   c. Shut off heating system in garage (CFC 2311.7.2.2).
   d. Activate dedicated gas alarm strobes and horns in repair garage (CFC 2311.7.2.2.1).
   e. Activate dedicated gas alarm amber beacons outside garage.

3. Gas detection system shall cause the following additional actions upon gas detection at 50% LFL:
   f. Deactivation of non-essential electrical circuits in garage.
   g. Activate dedicated gas alarm amber strobes and horns in building other than garage.

---

FAILURE OF THE GAS DETECTION SYSTEM SHALL RESULT IN THE DEACTIVATION OF THE HEATING SYSTEM, ACTIVATION OF THE GAS ALARM VENTILATION SYSTEM, AND A TROUBLE SIGNAL TO SOUND IN AN APPROVED LOCATION (CFC 2311.7.2.3).

Seal all penetrations between the CNG repair garage and adjacent indoor areas to prevent natural gas from migrating to adjacent indoor areas.

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METHANE GAS ALARM SYSTEM INPUT/OUTPUT MATRIX

<table>
<thead>
<tr>
<th>SYSTEM INPUTS</th>
<th>SYSTEM OUTPUTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas detection at 25% LFL</td>
<td>Gas alarm ventilation system in garage</td>
</tr>
<tr>
<td>Gas detection at 50% LFL</td>
<td>Gas alarm ventilation system in garage</td>
</tr>
<tr>
<td>Gas detection system trouble</td>
<td>Gas alarm ventilation system in garage</td>
</tr>
</tbody>
</table>

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NOTE:

1. Green beacon shall be activated when system is not in alarm or not in fault.
1. DRAWING IS DIAGRAMMATIC AND DOES NOT NECESSARILY SHOW ALL CONDUIT AND FITTINGS REQUIRED FOR A COMPLETE SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AND FOR PROVIDING A COMPLETE FUNCTIONAL GAS DETECTION SYSTEM AS OUTLINED ON THE DRAWINGS AND SPECIFICATIONS.

2. CONTRACTOR SHALL DETERMINE BEST CONDUIT ROUTING IN THE FIELD. NO CONDUIT RUN SHALL EXCEED FOUR QUARTER BENDS OR 360 DEGREES BETWEEN PULLING POINTS.

3. ALL CONDUITS ENTERING A HAZARDOUS AREA SHALL BE RIGID STEEL THREADED FROM THE POWER SOURCE TO EACH DEVICE OR EQUIPMENT AND SHALL BE SEALED WITHIN EIGHTEEN INCHES OF THE HAZARDOUS AREA BOUNDARY.

4. ALL CONDUITS SHALL CONTAIN A GROUND CONDUCTOR.

5. CONTRACTOR SHALL CONFIRM THAT THE QUANTITY AND SIZE OF CONDUCTORS SHOWN ON THE DRAWINGS MEET THE REQUIREMENTS OF THE EQUIPMENT MANUFACTURER. IF ADDITIONAL OR LARGER CONDUCTORS ARE REQUIRED, THEY SHALL BE PROVIDED BY CONTRACTOR AT NO INCREASE IN BID PRICE.

6. CONTRACTOR SHALL SUBMIT DOCUMENTATION ON THE GAS DETECTION SYSTEM INCLUDING ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PROJECT AND PERMIT APPROVALS OF THE GAS DETECTION SYSTEM PRIOR TO INSTALLATION.
GENERAL NOTES
1. DRAWING IS DIAGRAMMATIC AND DOES NOT NECESSARILY SHOW ALL CONDUIT AND FITTINGS REQUIRED FOR A COMPLETE SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AND FOR PROVIDING A COMPLETE FUNCTIONAL GAS DETECTION SYSTEM AS OUTLINED ON THE DRAWINGS AND SPECIFICATIONS.
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6. CONTRACTOR SHALL SUBMIT DOCUMENTATION ON THE GAS DETECTION SYSTEM INCLUDING ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PROJECT AND PERMIT APPROVALS OF THE GAS DETECTION SYSTEM PRIOR TO INSTALLATION.

LEGEND
- AREAS DESIGNATED FOR THE REPAIR, AND SERVICING OF CNG VEHICLES
- NEW
- METHANE GAS DETECTOR
- JUNCTION BOX
- RIGID STEEL CONDUIT

METHANE DETECTION AND MODERNIZATION

IFB-MNT20-05
234 SOUTH I STREET
SAN BERNARDINO, CA

GAS DETECTION
ELECTRICAL REFLECTED CEILING PLAN


6/5/2019 36 34
DETAIL NOTES:
1. FOR CLARITY, NOT ALL CONDUITS ARE SHOWN.
2. FOR LOCATION OF PANELS SEE DRAWING GD-101.

NOTE:
1. QUANTITY OF TUBING RUNS MAY VARY FOR EACH CALIBRATION STATION.

GENERAL NOTES
1. SEE ELECTRICAL SECTION OF TECHNICAL SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
2. CONTRACTOR SHALL INSTALL SENSOR AS CLOSE AS POSSIBLE TO UNDER SIDE OF CEILING.
3. CONTRACTOR SHALL VISIT JOB SITE AND VERIFY ALL CONDITIONS, LOCATIONS, AND DIMENSIONS BEFORE STARTING WORK.
4. CONTRACTOR SHALL SUBMIT DOCUMENTATION AND CALCULATIONS ON THE GAS DETECTION SYSTEM INCLUDING ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PROJECT AND PERMIT APPROVALS OF THE GAS DETECTION SYSTEM PRIOR TO INSTALLATION.
5. CONTRACTOR SHALL PROVIDE ALL EQUIPMENT AND MATERIAL SHOWN UNLESS NOTED OTHERWISE. ANY MATERIAL NOT SHOWN BUT REQUIRED BY CONTRACTOR TO INSTALL EQUIPMENT AND INTERCONNECTING PIPING/TUBING/WIRING SHALL BE INCLUDED IN BID PRICE.

DETAIL NOTES:
1. CONTRACTOR SHALL INSTALL SENSOR AS CLOSE AS POSSIBLE TO UNDER SIDE OF CEILING.
2. SEE DRAWING GD-102 FOR LOCATION OF METHANE SENSORS.

OUTDOOR STACKED BEACON ASSEMBLIES SHALL BE 40VDC LED TYPE EDWARDS SIGNALING 101 SERIES (WITH WALL MOUNT BRACKETS (MODEL XBR). ALL STACKED BEACON ASSEMBLIES SHALL HAVE GREEN STEady, AMBER FLASHING, AND RED FLASHING BEACONS EDWARDS SIGNALING MODEL 101/625/400-400. ONE STACKED BEACON ASSEMBLY SHALL HAVE BASE UNIT WITH HORN EDWARDS SIGNALING MODEL 10155-G1 AND SH-binary. OUTDOOR STACKED BEACON ASSEMBLY SHALL BE BUILT IN PER SHEET GD-151.

DETAIL NOTES:
1. CONTRACTOR SHALL INSTALL SENSOR AS CLOSE AS POSSIBLE TO UNDER SIDE OF CEILING.
2. SEE DRAWING GD-102 FOR LOCATION OF METHANE SENSORS.
KEY NOTES

1. CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS INCLUDING, BUT NOT LIMITED TO, CONDUCT, CABLES, MODULES, AND SOFTWARE TO 1) TRANSMIT LOW GAS ALARM AND TROUBLE SIGNAL TO THE NEW AUTODIALER AND 2) HI GAS ALARM TO BOTH THE AUTODIALER AND THE EXISTING FIRE ALARM PANEL. THE EXISTING FIRE ALARM PANEL IS LOCATED IN THE ORPIT ROOM.

2. A MANUAL SWITCH SHALL BE PROVIDED WITH "OFF" AND "AUTO" POSITIONS TO MANUALLY START EACH GAS ALARM EXHAUST FAN. THE "AUTO" POSITION SHALL BRING THE FAN BACK UNDER THE CONTROL OF THE GAS DETECTION SYSTEM. THERE SHALL BE NO "STOP" POSITION.

GENERAL NOTES

1. THE PURPOSE OF THIS DIAGRAM IS TO SHOW THE GAS DETECTION SYSTEM CONTROL LOGIC AND INTERFACE WITH OTHER SYSTEMS. REFER TO SPECIFICATION SECTION 28350 FOR ADDITIONAL DETAILS.

2. THIS DIAGRAM DOES NOT NECESSARILY SHOW ALL EQUIPMENT AND DEVICES REQUIRED, UNLESS OTHERWISE SPECIFIED, ALL EQUIPMENT AND SHALL BE PROVIDED BY CONTRACTOR.

3. UPON LOSS OF POWER A 240V BATTERY BACKUP WITH BATTERY CHARGER SHALL AUTOMATICALLY POWER THE GAS DETECTION SYSTEM INCLUDING CONTROLLERS AND RELAYS; IT SHALL BE SUITABLE FOR CONTINUOUS OPERATION AT 240V-5% AND SIZED TO PROVIDE 120% OF THE POWER NEEDED TO MAINTAIN ALL LOADS FOR AT LEAST 24 HOURS AND TO INITIATE AN ALARM FOR AT LEAST TEN MINUTES.

4. THE GAS DETECTION SYSTEM DISPLAYS, HORN ACKNOWLEDGE SWITCH, AND WARNING INDICATION LAMP SHALL BE VISIBLE AND ACCESSIBLE WITHOUT HAVING TO OPEN THE PANEL.

5. FUSES SHALL BE INDICATING AND ALERT CIRCUIT ACTIVATING TYPE B bi-SS TYPE GMT WITH H/L FUSE HOLDER OR EQUAL.

6. ALL AC AND DC COILS ON ACTUATORS, RELAYS, TRIPS, ETC. SHALL BE PROVIDED WITH TRANSIENT VOLTAGE SUPPRESSORS.

7. ALL RELAYS SHALL HAVE FOUR FORM "C" CONTACTS EACH RATED AT 10 AMPS CONTINUOUS AT 120/240VAC, 5 AMPS CONTINUOUS AT 125/250VDC.

8. TIME DELAY RELAY OUTPUT CONTACTS SHALL OPERATE OR CHANGE STATE IMMEDIATELY WHEN VOLTAGE IS APPLIED TO COIL. WHEN VOLTAGE IS REMOVED FROM COIL, THE TIMER SHALL BEGIN TIMING. WHEN TIME IS EXPIRED, CONTACTS SHALL TRANSFER BACK TO OFF OR SHELF STATE.

9. ALL INPUT AND OUTPUT WIRING SHALL BE TERMINATED TO TERMINAL BLOCKS INSIDE THE PANEL AND PROPERLY IDENTIFIED AS TO ORIGIN OR CIRCUIT.

10. CONTRACTOR SHALL SUBMIT DOCUMENTATION AND CALCULATIONS ON THE GAS DETECTION SYSTEM INCLUDING ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PROJECT AND PERMIT APPROVALS OF THE GAS DETECTION SYSTEM PRIOR TO INSTALLATION.

LEGEND

(E) EXISTING

(N) NEW

MS MOTOR STARTER

CONTACT DEVILOPMENT FOR X:4-7-1

S 10 V

ON

OFF

24V DC 1-5 S

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234 SOUTH 1 STREET
SAN BERNARDINO, CA
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* Marks Required Subcontract Provisions that must flow down to all subcontracts as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein.

**Required Clauses for All FTA-Assisted Third-Party Contracts and Subcontracts**

**RR-01**

**NO FEDERAL OBLIGATION TO THIRD PARTIES** *

In connection with the Project, the Recipient agrees that, absent the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the Project.

**RR-02**

**FALSE OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD** *

A. **Civil Fraud.**

The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to the Recipient’s activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

B. **Criminal Fraud.**

If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient...
the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to
the extent the Federal Government deems appropriate.

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

RR-03
ACCESS TO THIRD PARTY CONTRACT RECORDS *

A. Access to Third Party Contract Records.  
The Recipient agrees to require, and assures that its subrecipients require, their third party
contractors and third party subcontractors at each tier to provide to the U.S. Secretary of
Transportation and the Comptroller General of the United States or their duly authorized
representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require,
their third party contractors and third party subcontractors, at each tier, to provide sufficient
access to third party procurement records as needed for compliance with Federal laws and
regulations or to assure proper Project management as determined by FTA.

Contractor agrees to provide Omnitrans, the FTA Administrator, the Comptroller General
of the United States or any of their authorized representatives access to any books,
documents, papers and records of the Contractor which are directly pertinent to this
Contract for the purposes of making audits, examinations, excerpts and transcriptions.  
Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator
or the FTA’s authorized representatives, including any FTA Project Management
Oversight Contractor, access to Contractor's records and construction sites pertaining to a
major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial
assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and
was entered in to through other than competitive bidding, the Contractor shall make records
related to this Contract available to Omnitrans, the Secretary of Transportation and the
Comptroller General or any authorized officer or employee of any of them for the purposes
of conducting an audit and inspection.

C. Contractor shall maintain all books, records, accounts and reports required under this
Contract for a period of not less than three years after the date of termination or expiration
of this Contract, except in the event of litigation or settlement of claims arising from the
performance of this Contract, in which case Contractor agrees to maintain same until
Omnitrans, the FTA Administrator, the Comptroller General, or any of their duly
authorized representatives, have disposed of all such litigation, appeals, claims or
exceptions related thereto.
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.

CIVIL RIGHTS REQUIREMENTS (TITLE VI, ADA, EEO (EXCEPT SPECIAL DOL CONSTRUCTION CLAUSE *)


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.


(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).

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) Omnimtrans 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 Omnimtrans to be paid the Contractor. If the Contractor has any property in its possession belonging to the Omnimtrans, the Contractor will account for the same, and dispose of it in the manner the Omnimtrans directs.

b. Opportunity to Cure (General Provision) Omnimtrans 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 Omnimtrans’ 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 Omnimtrans setting forth the nature of said breach or default, Omnimtrans 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 Omnimtrans from also pursuing all available remedies against Contractor and its sureties for said breach or default.
c. **Waiver of Remedies for any Breach** In the event that Omnitrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Omnitrans shall not limit Omnitrans remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Omnitrans.
Required Clauses for Awards Exceeding $25,000

RR-010
SUSPENSION AND DEBARMENT*

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

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

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

Awards Exceeding $100,000 by Statute

RR-011
COMPLIANCE WITH FEDERAL LOBBYING POLICY *

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

RR-012
CLEAN WATER AND CLEAN AIR REQUIREMENTS*

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

B. CLEAN AIR

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

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

RR-013
NON-CONSTRUCTION ACTIVITIES


Required Clauses for Awards Exceeding the Simplified Acquisition Threshold ($150,000)

RR-014
BUY AMERICA *

Not Applicable
CONSTRUCTION ACTIVITIES

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 allowable 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).


**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** – Omnitran 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 hereinafore shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Omnitran 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**

Not Applicable

**RR-021**

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

Not Applicable

**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,

**TRANSIT OPERATIONS**

**RR-022**
TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS *

Not Applicable

**RR-023**
ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM *

Not Applicable

**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.
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.

ADA ACCESS

Not Applicable

NOT INCLUDED IN UPDATED POLICY

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 SCHEDULE
### MNT20-14
#### METHANE DETECTION SYSTEM SERVICES

<table>
<thead>
<tr>
<th>Item Num</th>
<th>Section</th>
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<td>3</td>
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<td>5</td>
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<td>Standard Labor Rate - Base Year 2</td>
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<td>Standard Labor Rate - Base Year 3</td>
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<td>Labor Rates for Parts and Repair, as needed</td>
<td>Standard Labor Rate - Option Year 1</td>
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<td>Labor Rates for Parts and Repair, as needed</td>
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<td>$115.50</td>
</tr>
</tbody>
</table>
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 workplace, 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.
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,
E. REPORT OF VIOLATIONS

1. Employee Violations

Employees are required to report violations of this policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it. An employee who believes that another employee may be in violation of this policy must report the alleged violation to the employee’s manager or supervisor, the department director, security, or the appropriate departmental Human Resources representative.

Departments are responsible for implementing this policy. The Agency will promptly investigate allegations of violations of this policy.

Omnitrans reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law.

Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency’s right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, offices, purses, briefcases, bags, toolboxes, and lunch bags.

Searches of the employee’s work area and belongings, as described above, may be conducted by the Security & Emergency Preparedness Coordinator, or designee. Searches of all types, including surrounding agency property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this policy may be confiscated. Refusal to permit a search may result in discipline, up to and including separation.

2. Visitor Violations

Visitors are not allowed to carry a weapon on the premises. Any visitor carrying a weapon into a posted no-carry agency facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor
poses an immediate risk to security or safety, law enforcement shall be notified immediately by calling 9-911. The visitor shall be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

F. FALSE REPORTS

Employees making intentionally false and malicious complaints of weapons in the workplace will be subject to disciplinary action, up to and including separation and/or will be reported to the proper authorities as appropriate.

G. ROLES AND RESPONSIBILITIES

Employees are responsible for understanding and complying with the Policy Prohibiting Weapons in the Workplace.

Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee’s responsibility to seek clarification. Employees seeking clarification should direct their questions to the agency’s Security & Emergency Preparedness Coordinator at 909-379-7117 prior to bringing the item(s) to Omnitrans work sites and events, as well as agency-owned or leased facilities or vehicles.

H. SAFETY FIRST

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from agency premises.

An individual’s continued non-compliance after being properly informed of the law (California Penal Code 171 (b)) will result in notification to law enforcement and discipline, up to and including separation of employment. Employees should notify security immediately.

An employee who feels an imminent danger to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Immediately contact law enforcement by calling 9-911 and security at 909-379-7117.

I. ANTI-RETALIATION PROVISION

Omnitrans strictly prohibits any retaliation against an employee who has reported a possible breach of policy. If an employee feels that he or she has been subjected to retaliation in violation of this policy, the employee must immediately report it to his or her supervisor or other designated Human Resources representative.
J. DEFINITIONS

1. **Firearm or weapon includes, but is not limited to:** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant.
   - A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
   - A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
   - A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
   - Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
   - Any destructive device;
   - Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
   - An electric weapon such as a taser gun;
   - Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm;
   - Any knife that is carried with intention or calculation to produce death or great bodily harm having a blade length in excess of four (4) inches, the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands. Switchblades are specifically prohibited. (Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)

2. **Office:** All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the agency.

3. **Parking lot:** All lots at permanent facility, park and rides, lots at project sites, any lot that the agency designates as a parking lot that is not at a permanent facility or project site.

4. **Agency vehicle:** All agency-owned buses/vehicles, all agency-leased buses/vehicles, all agency-rental buses/vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.
5. **Search**: To examine in order to find something concealed.

6. **Job sites**: Any and all locations where the agency conducts business.

**SIGNS**

1. At each entrance to buildings, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter a building, parking lot, or project site.

2. Signs shall have wording or pictogram that prohibits firearms, weapons and give notice of video surveillance. Signs shall be vandalism resistant and of the quality that they will not fade due to the elements.
ATTACHMENT E – PREVAILING WAGES

This project is funded under a financial assistance contract by the U.S. Department of Transportation and is subject to all conditions of the Davis-Bacon Act (40 U.S.C. 276a) and the Labor Code of the State of California commencing in Section 1770 et. seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the current basic hourly rates of pay and fringe benefits. Wage schedules are attached or available on the internet at:

www.dir.ca.gov/DLSR/statistics_research.html

and

https://beta.sam.gov/

Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Invitation for Bids. In the event there are any differences between the minimum wage rates as determined by the United States Secretary of Labor and those determined by the State of California, the highest rate MUST BE PAID.
GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN BERNARDINO COUNTY
DETERMINATION: SBR-2019-1
ISSUE DATE

EXPIRATION
DATE

8/22/2018

04/30/2019**

A

40.390

8.250

6.660

8/22/2018

04/30/2019*

A

28.320

8.250

8.020

8/22/2018

06/30/2019**

32.260

7.320

7.780

F

4.350

8/22/2018

06/30/2019**

32.710

7.320

7.780

F

RESILIENT TILE LAYER

2/22/2019

04/30/2019*

G

35.350

5.330

MATERIAL HANDLER

2/22/2019

04/30/2019*

G

12.000

5.330

2/22/2019

09/30/2019**

G

40.180

8.850

CRAFT (JOURNEY LEVEL)
BRICKLAYER, STONEMASON,
MARBLE MASON, CEMENT
BLOCKLAYER, POINTER, CAULKER,
CLEANER

#

HEALTH
AND
WELFARE

PENSION

VACATION/
HOLIDAY

STRAIGHT-TIME
TRAINING

OTHER
PAYMENTS

OVERTIME HOURLY RATE

TOTAL
HOURS HOURLY
RATE

DAILY

SATURDAY

SUNDAY
AND
HOLIDAY

-

B

0.970

0.450

C

8.0

56.720

D

76.920

D

76.920

97.110

-

B

0.860

0.450

C

8.0

45.900

D

60.060

D

60.060

74.220

0.650

0.440

C

8.0

52.800

68.930

68.930

85.060

4.350

0.650

0.440

C

8.0

53.250

69.600

69.600

85.960

6.550

2.050

0.630

0.280

8.0

50.190

67.860

H

67.860

85.540

2.390

0.550

0.630

0.180

8.0

21.080

27.080

J

27.080

33.080

6.630

3.070

0.670

0.770

8.0

60.170

80.260

K

80.260

100.350

BRICKLAYER:

#

MASON FINISHER
#

EMPLOYER PAYMENTS
BASIC
HOURLY
RATE

E

BRICK TENDER

#

BRICK TENDER:

#

CARPET, LINOLEUM,

FORKLIFT OPERATOR

I
#

DRYWALL FINISHER

#

ELECTRICIAN:

DRYWALL FINISHER

COMM & SYSTEM INSTALLER

2/22/2019

11/30/2019*

33.090

8.750

L

5.500

-

0.650

M

0.300

8.0

49.280

N

66.320

N

66.320

83.370

O

INSIDE WIREMAN - ZONE A

8/22/2018

05/26/2019**

P

38.290

10.470

L

13.090

-

0.680

Q

0.540

8.0

64.500

R

84.490

R

84.490

104.480

O

CABLE SPLICER - ZONE A

8/22/2018

05/26/2019**

P

39.790

10.470

L

13.090

-

0.680

Q

0.560

8.0

66.060

R

86.840

R

86.840

107.610

O

TUNNEL WIREMAN - ZONE A

8/22/2018

05/26/2019**

P

42.120

10.470

L

13.090

-

0.680

Q

0.590

8.0

68.490

R

90.480

R

90.480

112.470

FIELD SURVEYOR:

#
S

CHIEF OF PARTY (018.167-010)

2/22/2019

09/30/2019*

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11.450

10.650

F

4.620

1.100

0.150

8.0

78.130

N

103.210

N

103.210

128.290

S

INSTRUMENTMAN (018.167-034)

2/22/2019

09/30/2019*

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10.650

F

4.450

1.100

0.150

8.0

75.460

N

99.290

N

99.290

123.120

S

CHAINMAN/RODMAN (869.567-010)

2/22/2019

09/30/2019*

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11.450

10.650

F

4.400

1.100

0.150

8.0

74.830

N

98.370

N

98.370

121.910

7.500

15.310

V

-

0.770

0.710

8.0

68.490

W

89.590

W

89.590

110.690

#

GLAZIER

8/22/2018

05/31/2019**

T

44.200

#

MARBLE FINISHER

8/22/2018

05/31/2019**

X

32.430

9.250

3.120

-

0.890

0.370

8.0

46.060

Y

62.280

Z

62.280

AA

78.490

#

PAINTER

8/22/2018

06/30/2019**

P

32.520

8.850

3.040

2.850

0.700

0.910

8.0

48.870

AC

65.130

AC

65.130

AC

65.130

AB

PAINTER:

#
AB
AB
AB
#
#

INDUSTRIAL PAINTER

U

AH

PAINTER, LEAD ABATEMENT

8/22/2018

06/30/2019**

P

31.120

8.850

3.040

2.550

0.600

0.910

8.0

47.070

AC

62.630

AC

62.630

AC

62.630

REPAINT PAINTER, LEAD ABATEMENT

8/22/2018

06/30/2019**

P

27.590

8.850

3.040

2.430

0.600

0.910

8.0

43.420

AD

57.220

AD

57.220

AD

57.220

INDUSTRIAL REPAINT PAINTER

P

8.0

45.050

AD

59.470

AD

59.470

AD

59.470

8.0

58.750

AC

77.180

AG

77.180

95.610

8/22/2018

06/30/2019**

28.840

8.850

3.040

2.710

0.700

0.910

PLASTERER

8/22/2018

08/06/2019**

36.860

9.380

4.840

AE

5.850

0.780

1.040

PLASTER TENDER

2/22/2019

08/06/2019**

36.370

7.320

7.430

AE

5.150

1.020

0.960

8.0

58.250

AI

76.430

AJ

76.430

94.620

2/22/2019

08/06/2019**

33.820

7.320

7.430

AE

5.150

1.020

0.960

8.0

55.700

AI

72.610

AJ

72.610

89.520

8/22/2018

08/31/2019**

AK

50.130

8.910

AL

11.750

AM

-

2.250

AN

1.260

8.0

74.300

D

98.520

D

98.520

121.110

SEWER AND STORM DRAIN PIPELAYER
SEWER AND STORM DRAIN PIPE
TRADESMAN
SERVICE & REPAIR (PLUMBER/HVACFITTER)

8/22/2018

08/31/2019**

AK

37.240

8.800

AL

8.900

AM

-

1.980

AN

1.260

8.0

58.180

75.950

AO

75.950

93.110

8/22/2018

08/31/2019**

AQ

18.490

8.550

-

1.110

AN

1.110

8.0

29.640

38.030

AO

38.030

46.430

8/22/2018

08/31/2019**

AK

48.580

8.910

AL

11.440

AM

-

1.580

AN

1.260

8.0

71.770

95.210

AR

95.210

LANDSCAPE/IRRIGATION FITTER

8/22/2018

08/31/2019**

X

33.150

8.910

AL

11.750

AM

-

1.640

AN

1.060

AO

8.0

56.510

73.080

73.080

88.310

LANDSCAPE/IRRIGATION TRADESMAN

8/22/2018

08/31/2019**

X

14.670

3.000

AL

0.880

-

0.100

AN

0.860

AO

8.0

19.510

26.850

26.850

34.180

PLASTER CLEAN-UP LABORER
PLUMBER:
PLUMBER, INDUSTRIAL AND GENERAL
PIPEFITTER

#

AP

AT

0.380

AF

AS

117.030


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**FOOTNOTES**
THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

AN ADDITIONAL $0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.

RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.

DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.

THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.

INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS’ WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.

THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.

B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.

C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.

D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.

E INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.

F INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.

G INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.

H RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THOUGH FRIDAY).

I A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.

J RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.

K RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.

L IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.

M INCLUDES AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.

N RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

O ZONE A IS DEFINED AS THE PORTION OF THE COUNTY 80 ROAD MILES FROM U.S. POST OFFICE, 455 W. ORANGE SHOW ROAD, SAN BERNARDINO. ZONE B IS DEFINED AS ANY WORK OUTSIDE OF ZONE A (80 MILE FREE ZONE) WHICH REQUIRE AN ADDITIONAL $12.00 PER HOUR FOR TRAVEL/SUBSISTENCE. PAY SHALL BE ON A SEPARATE CHECK.

P INCLUDES AMOUNT WITHHELD FOR WORKING DUES.

IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, $0.28 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT-COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT-COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.

Q RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. ALL OVERTIME WORKED DAILY OR ON SATURDAYS, FOR SERVICE AND REPAIR WORK OTHER THAN NEW WORK, MAY BE PAID AT THE RATE OF TIME AND ONE-HALF.

R AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES $2.00 OF VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.

S DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.

T INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES $2.00 OF VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.

U INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.

V INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.

W RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

X INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.

Y RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.

Z RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AA RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.

AB AN ADDITIONAL $0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.

AC DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: SAN BERNARDINO COUNTY
DETERMINATION: SBR-2019-1

ON REPAINT WORK ANY 8 HOURS IN A 24 HOUR PERIOD MONDAY THROUGH SUNDAY SHALL BE THE WORK DAY AND ANY 40 HOURS IN A WEEK SHALL BE THE WORK WEEK, PROVIDED THAT THE 40 AD HOURS IS WORKED IN 5 CONSECUTIVE DAYS (LEGAL HOLIDAYS WILL NOT BE COUNTED IN THE 5 CONSECUTIVE DAYS). FOR ALL WORK UNDER THIS CRAFT/CLASSIFICATION DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
AD INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
AE SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
AG RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
AH THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
AI ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
AJ RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
AK INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
AL INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
AM AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
AN INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
AO SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
AP PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
AQ INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
AR SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
AS DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS. TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE AT LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
AU RATE APPLIES TO REMAINDER OF COUNTY.
AV INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
AW APPLIES TO THE CITIES OF ONTARIO AND MONTCLAIR.
AX INCLUDED IN STRAIGHT-TIME HOURLY RATE.
AY AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.
AZ RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
BA INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
BB INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
BC INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME
BD INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
BE PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
BF RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
BG SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
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<th>CRAFT (JOURNEY LEVEL)</th>
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<th>EXPIRATION DATE</th>
<th>DATE OF NEXT CHANGE</th>
<th>AMOUNT OF INCREASE</th>
<th>DATE OF NEXT CHANGE</th>
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<td>8/22/2018</td>
<td>08/31/2019**</td>
<td>9/1/2019</td>
<td>$2.01</td>
<td>9/1/2020</td>
<td>$2.01</td>
<td>9/1/2023</td>
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<td>9/1/2024</td>
<td>$2.26</td>
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<td>8/22/2018</td>
<td>08/31/2019**</td>
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<td>8/22/2018</td>
<td>08/31/2019**</td>
<td>9/1/2019</td>
<td>$0.52</td>
<td>9/1/2020</td>
<td>$0.52</td>
<td>9/1/2023</td>
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<tr>
<td>LANDSCAPE/IRRIGATION TRADESMAN - FRACTION CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND</td>
<td>2/22/2019</td>
<td>08/31/2019**</td>
<td>9/1/2019</td>
<td>$3.00</td>
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<tr>
<td>ROOFER</td>
<td>8/22/2018</td>
<td>07/31/2019**</td>
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<td>PREPARER</td>
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<td>TILE FINISHER</td>
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LOCALITY: SAN BERNARDINO COUNTY
DETERMINATION: SBR-2019-1

THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

A
THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.

B
ZONE A IS DEFINED AS THE PORTION OF THE COUNTY 80 ROAD MILES FROM U.S. POST OFFICE, 455 W. ORANGE SHOW ROAD, SAN BERNARDINO. ZONE B IS DEFINED AS ANY WORK OUTSIDE OF ZONE A (80 MILE FREE ZONE) WHICH REQUIRES AN ADDITIONAL $12.00 PER HOUR FOR TRAVEL/SUBSISTENCE. PAY SHALL BE ON A SEPARATE CHECK.

C
$0.25 TO H&W, $1.10 TO PENSION, $0.17 TO OTHER AND $1.25 TO BE ALLOCATED TO WAGES AND/OR FRINGES.

D
$3.46 DECREASE TO PENSION.

E
AN ADDITIONAL $0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.

F
$1.50 TO THE BASIC HOURLY RATE, $0.05 TO HEALTH & WELFARE, $1.00 TO PENSION AND $0.10 TO OTHER.

G
$1.50 TO THE BASIC HOURLY RATE, $0.90 TO PENSION AND $0.25 TO WAGES AND/OR FRINGES.

H
$1.00 TO THE BASIC HOURLY RATE, $0.05 TO HEALTH & WELFARE, $1.00 TO PENSION AND $0.10 TO OTHER.

I
$1.00 TO THE BASIC HOURLY RATE, $0.05 TO HEALTH & WELFARE, $1.00 TO PENSION AND $0.25 TO WAGES AND/OR FRINGES.

J
THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ONoutside finish and brown coatings and for all other work, there shall be 1 plaster Tender for up to every 2 plasterers.

K
PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.

L
TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.

M
APPLIES TO THE CITIES OF ONTARIO AND MONTCLAIR.

N
$1.40 TO BASIC HOURLY RATE, $0.25 TO HEALTH & WELFARE AND $0.25 TO PENSION

SBR-2019-1-INC
"General Decision Number: CA20190026 05/03/2019

Superseded General Decision Number: CA20180037

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to
the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

<table>
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<th>Modification Number</th>
<th>Publication Date</th>
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<td>2</td>
<td>02/15/2019</td>
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<td>3</td>
<td>05/03/2019</td>
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ASBE0005-002 07/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

Asbestos Workers/Insulator
(Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....§ 39.72 20.81

Fire Stop Technician
(Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).........................§ 27.92 18.31

ASBE0005-004 07/02/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
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</table>

Asbestos Removal
worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not) … $19.93 11.72

BOIL0092-003 03/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>BOILERMAKER.............. $44.07 33.52</td>
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* BRCA0004-011 05/01/2018

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<tr>
<th>Rates</th>
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</thead>
<tbody>
<tr>
<td>BRICKLAYER; MARBLE SETTER...... $40.39 13.65</td>
<td></td>
</tr>
</tbody>
</table>

*The wage scale for prevailing wage projects performed in Blythe, China Lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and I-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 07/01/2017

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>MARBLE FINISHER.............. $30.93 12.95</td>
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<tr>
<td>TILE FINISHER................ $25.98 11.23</td>
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<tr>
<td>TILE LAYER.................... $37.76 16.37</td>
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<tr>
<td></td>
<td>Rates</td>
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<tr>
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</tr>
<tr>
<td>TERRAZZO FINISHER</td>
<td>$ 29.75</td>
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<tr>
<td>TERRAZZO WORKER/SETTER</td>
<td>$ 36.75</td>
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CARP0409-001 07/01/2018

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
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<tbody>
<tr>
<td>CARPENTER</td>
<td></td>
<td></td>
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<tr>
<td>(1) Carpenter, Cabinet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installer, Insulation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installer, Hardwood Floor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Worker and acoustical</td>
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</tr>
<tr>
<td>Installer.................</td>
<td>$ 41.84</td>
<td>19.17</td>
</tr>
<tr>
<td>(2) Millwright..........</td>
<td>$ 42.91</td>
<td>19.17</td>
</tr>
<tr>
<td>(3) Piledrivermen/Derrick</td>
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<td></td>
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<tr>
<td>Bargeman, Bridge or Dock</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter, Heavy Framer,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rock Bargeman or Scowman,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rockslinger, Shingler</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Commercial).............</td>
<td>$ 42.54</td>
<td>19.17</td>
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<tr>
<td>(4) Pneumatic Nailer,</td>
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<tr>
<td>Power Stapler...........</td>
<td>$ 40.09</td>
<td>19.17</td>
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<tr>
<td>(5) Sawfiler............</td>
<td>$ 39.83</td>
<td>19.17</td>
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<tr>
<td>(6) Scaffold Builder......</td>
<td>$ 31.60</td>
<td>19.17</td>
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<tr>
<td>(7) Table Power Saw</td>
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<td></td>
</tr>
<tr>
<td>Operator................</td>
<td>$ 40.93</td>
<td>19.17</td>
</tr>
</tbody>
</table>

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a legged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by
piledivers): $0.13 per hour additional.

<table>
<thead>
<tr>
<th>CARP0409-002 07/01/2016</th>
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<tbody>
<tr>
<td><strong>Diver</strong></td>
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<tr>
<td>(1) Wet.................. $ 712.48</td>
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<tr>
<td>(2) Standby.............. $ 356.24</td>
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<tr>
<td>(3) Tender................ $ 348.24</td>
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<tr>
<td>(4) Assistant Tender..... $ 324.24</td>
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Amounts in "Rates" column are per day

<table>
<thead>
<tr>
<th>CARP0409-005 07/01/2015</th>
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<tr>
<td><strong>Drywall</strong></td>
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<tr>
<td>DRYWALL INSTALLER/LATHER.. $ 37.35</td>
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<tr>
<td>STOCKER/SCRAPER........... $ 10.00</td>
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<table>
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<tr>
<th>CARP0409-008 08/01/2010</th>
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<tr>
<td><strong>Modular Furniture Installer</strong>.. $ 17.00</td>
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<table>
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<th>ELEC0440-004 12/31/2018</th>
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<tr>
<td><strong>COMMUNICATIONS AND SYSTEMS WORK</strong></td>
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<tr>
<td><strong>Communications System</strong></td>
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<tr>
<td>Installer.................. $ 33.09</td>
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</table>
SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC0477-002 06/01/2018

<table>
<thead>
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<tr>
<td>Electricians</td>
<td>$38.29</td>
<td>3%+24.24</td>
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</table>

CABLE SPLICER: $1.50 per hour above Electrician rate.
TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:
Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors.
Zone B - Any work performed outside Zone A's 80 road miles, shall add $12.00 per hour to the current wage scale.

----------------------------------------
ELEC1245-001 01/01/2019

<table>
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<th>Rates</th>
<th>Fringes</th>
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</tbody>
</table>

LINE CONSTRUCTION
(1) Lineman; Cable splicer...$ 56.79  17.41
(2) Equipment specialist
   (operates crawler
   tractors, commercial motor
   vehicles, backhoes,
   trenchers, cranes (50 tons
   and below), overhead &
   underground distribution
   line equipment).........$ 45.36  16.24
(3) Groundman.............$ 34.68  15.86
(4) Powderman...............$ 49.55  3%+17.65


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ELEV0018-001 01/01/2019

<table>
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ELEVATOR MECHANIC.............$ 55.58  34.125

FOOTNOTE:
PAID VACATION: Employer contributes 3% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
Labor Day, Veterans Day, Thanksgiving Day, Friday after
Thanksgiving, and Christmas Day.

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ENGLISH0012-003 07/01/2018

<table>
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<td>GROUP 1</td>
<td>$45.30</td>
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<td>$46.08</td>
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<td>GROUP 3</td>
<td>$46.37</td>
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<td>GROUP 4</td>
<td>$47.86</td>
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<td>GROUP 5</td>
<td>$48.96</td>
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<td>GROUP 6</td>
<td>$48.08</td>
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<td>GROUP 7</td>
<td>$48.19</td>
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<td>GROUP 8</td>
<td>$49.29</td>
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<td>GROUP 9</td>
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<td>GROUP 23</td>
<td>$49.81</td>
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<tr>
<td>GROUP 24</td>
<td>$49.98</td>
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OPERATOR: Power Equipment
(All Other Work)

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)
GROUP 1.................. $ 46.65  25.25
GROUP 2............... $ 47.43  25.25
GROUP 3................. $ 47.72  25.25
GROUP 4................ $ 47.86  25.25
GROUP 5................ $ 48.08  25.25
GROUP 6................ $ 48.19  25.25
GROUP 7................ $ 48.31  25.25
GROUP 8................ $ 48.48  25.25
GROUP 9................ $ 46.65  25.25
GROUP 10............... $ 49.65  25.25
GROUP 11............... $ 50.65  25.25
GROUP 12............... $ 51.65  25.25
GROUP 13............... $ 52.65  25.25

OPERATOR: Power Equipment
(Tunnel Work)
GROUP 1.................. $ 47.15  25.25
GROUP 2............... $ 47.93  25.25
GROUP 3................. $ 48.22  25.25
GROUP 4................ $ 48.39  25.25
GROUP 5................ $ 48.50  25.25
GROUP 6............... $ 49.69  25.25
GROUP 7............... $ 48.81  25.25

PREMIUM PAY:
$3.75 per hour shall be paid on all Power Equipment Operator work on the following military bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base, and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compactor operator on gantry work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS
POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes load, lull or similar types under 5 tons); Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes load, lull or similar types over 5 tons); Hydrostatic pump operator; Oiler crusher (asphalt or concrete plant); Petromat laydown machine; PUU side dump jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aro stumper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo
form setter operator; Power sweeper operator; Rock Wheel
Saw/Trencher; Roller operator (compacting); Screed operator
(asphalt or concrete); Trenching machine operator (up to 6
ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant
engineer; Batch plant operator; Bit sharpener; Concrete
joint machine operator (canal and similar type); Concrete
planer operator; Dandy digger; Deck engine operator;
Derrrickman (oilfield type); Drilling machine operator,
bucket or auger types (Calweld 100 bucket or similar types
- Watson 1000 auger or similar types - Texoma 330, 500 or
600 auger or similar types - drilling depth of 45\" maximum); Drilling machine operator; Hydrographic seeder
machine operator (straw, pulp or seed), Jackson track
maintainer, or similar type; Kalamazoo Switch tamper, or
similar type; Machine tool operator; Maginnis internal full
slab vibrator, Mechanical berm, curb or gutter(concrete or
asphalt); Mechanical finisher operator (concrete,
Clary-Johnson-Bidwell or similar); Micro tunnel system
(below ground); Pavement breaker operator (truck mounted);
Road oil mixing machine operator; Roller operator (asphalt
or finish), rubber-tired earth moving equipment (single
engine, up to and including 25 yds. struck); Self-propelled
tar pipelining machine operator; Skiploader operator
(crawler and wheel type, over 3/4 yd. and up to and
including 1-1/2 yds.); Slip form pump operator (power
driven hydraulic lifting device for concrete forms);
Tractor operator-bulldozer, tamper-scraping (single engine,
up to 100 h.p. flywheel and similar types, up to and
including D-5 and similar types); Tugger hoist operator (1
drum); Ultra high pressure waterjet cutting tool system
operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or
finishing); Asphalt paving machine operator (Barber Greens or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo ballistic regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. strick); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. strick); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boon attachments), Traveling pipe wrapping, cleaning and bending machine operator;
Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman – Welder Combination, Welder – Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form
traveler operator; Motor patrol operator (multi-engine);
Pipe mobile machine operator; Rubber-tired earth-moving
equipment operator (multiple engine, Euclid, Caterpillar
and similar type, over 50 cu. yds. struck); Rubber-tired
self-loading scraper operator (paddle-wheel-auger type
self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator
operating equipment with push-pull system (single engine,
up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator;
Remote-control earth-moving equipment operator (operating
a second piece of equipment; $1.00 per hour additional);
Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (single engine,
Caterpillar, Euclid, Athey Wagon and similar types with any
and all attachments over 25 yds. and up to and including 50
yds. struck); Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (multiple
engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (single engine,
over 50 yds. struck); Rubber-tired earth-moving equipment
operator, operating equipment with push-pull system
(multiple engine, Euclid, Caterpillar and similar, over 25
yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (multiple engine,
Euclid, Caterpillar and similar, over 50 cu. yds. struck);
Tandem tractor operator (operating crawler type tractors in
tandem - Quad 9 and similar type)
GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator,
operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)
GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline osbleway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100
tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types);
Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackleby-Presswell or similar type); Pneumatic heading shield (tunnel); Pumcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T23S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue
W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at SW corner of T9S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM.

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue S along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34, T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E
along the south edge of T7N, SBM to the SE corner to T7N, R21W,
SEBM. Continue N along East side of R21W, SBM to Ventura County
and Kern County boundary at the NE corner of T8N, R21W.
Continue W along the Ventura County and Kern County boundary to
the SE corner of T9N, R21W. Continue North along the East edge
of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue
West along the north edge of T12N, SBM to the SE corner of
T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM
and T32S MDM]. Continue North along the East side of R21E, MDM
to the Kings County and Kern County border at the NE corner of
T25S, R21E, MDM, continue West along the Kings County and Kern
County Boundary until the intersection of San Luis Obispo
County. Continue west along the Kings County and San Luis
Obispo County boundary until the intersection with Monterey
County. Continue West along the Monterey County and San Luis
Obispo County boundary to the beginning point at the NW corner
of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the
Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the
intersection of the northern boundary of Mono County and the
California state line at the point which is the center of
Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then
SE along the entire western boundary of Mono County, until it
reaches Inyo County at the point which is the NE corner of the
Western half of the NW quarter of Section 2, T8S, R29E, MDM.
Continue SSE along the entire western boundary of Inyo County,
until the intersection with Kern County at the point which is
the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM.
Continue E along the Inyo and Kern County boundary until the
intersection with San Bernardino County at that point which is
the SE corner of section 34, T24S, R40E, MDM. Continue E along
the Inyo and San Bernardino County boundary until the point
which is the NE corner of the Western half of the NW quarter of
Section 6, T25S, R42E, MDM. Continue S to that point which is
the SW corner of the NW quarter of Section 6, T27S, R42E, MDM.
Continue S in a straight line to the California and Nevada
state border at the point which is the NW corner of Section 1,
T17N, R14E, San Bernardino Meridian. Then continue NW along
the state line to the starting point, which is the center of
Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

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ENGI0012-004 08/01/2015

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OPERATOR: Power Equipment
(DREDGING)

(1) Levee man............... $ 49.50 23.60
(2) Dredge dozer........... $ 43.53 23.60
(3) Deckmate............... $ 43.42 23.60
(4) Winch operator (stern
winch on dredge)......... $ 42.87 23.60
(5) Fireman-Oiler,
Deckhand, Barge man,
Levee hand............... $ 42.33 23.60
(6) Barge Mate............ $ 42.94 23.60

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IRON0377-002 01/01/2019

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Ironworkers:

Fence Erector............ $ 32.58 23.41
Ornamental, Reinforcing
and Structural........... $ 39.00 32.05
PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island,

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Fort Mugu, U.S. Coast Guard Station - Two Rock

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LAB00300-005 01/01/2018

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SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos-containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.
LABO0345-001 07/01/2018

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FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bos'n'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-002 07/01/2018

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LABORER

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LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watch, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as
walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, Lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump
person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swumper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading
agitator cars; vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

---------------------------------------------------------------
LAB00783-005 07/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick Tender ...................... $ 32.26</td>
<td>18.40</td>
</tr>
</tbody>
</table>

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LAB01184-001 07/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>

Laborers: (HORIZONTAL
DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer... $ 35.70 14.03
(2) Vehicle Operator/Hauler.$ 35.87 14.03
(3) Horizontal Directional Drill Operator............... $ 37.72 14.03
(4) Electronic Tracking Locator....................... $ 39.72 14.03

Laborers: (STRIPPING/SLURRY SEAL)
LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; car stops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person; controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Stripper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all
related machinery and equipment

LABC1414-003 08/08/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$33.82</td>
<td>19.40</td>
</tr>
<tr>
<td>$36.37</td>
<td>19.40</td>
</tr>
</tbody>
</table>

Work on a swing stage scaffold: $1.00 per hour additional.

Work at Military Bases - $3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Soele, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$27.59</td>
<td>14.92</td>
</tr>
<tr>
<td>$31.12</td>
<td>15.04</td>
</tr>
</tbody>
</table>

Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County)
(2) All Other Work

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.
DRYWALL FINISHER/TAPER ........ $ 40.18  
19.22

GLAZIER ...................... $ 42.20  
23.50

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up. Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up.

SOFT FLOOR LAYER ............ $ 35.35  
14.56

PLASTERER ..................... $ 36.86  
18.00

FORT IRWIN; MARINE CORPS AIR STATION; 29 PALMS; AND MARINE CORPS LOGISTICS SUPPLY BASE: $3.00 additional per hour.
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER...$ 35.75</td>
<td>22.48</td>
</tr>
</tbody>
</table>

PLUM0016-002 09/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER, PIPEFITTER, STEAMFITTER</td>
<td></td>
</tr>
<tr>
<td>Plumber and Pipefitter</td>
<td></td>
</tr>
<tr>
<td>All other work except</td>
<td></td>
</tr>
<tr>
<td>work on new additions and</td>
<td></td>
</tr>
<tr>
<td>remodeling of bars,</td>
<td></td>
</tr>
<tr>
<td>restaurant, stores and</td>
<td></td>
</tr>
<tr>
<td>commercial buildings not</td>
<td></td>
</tr>
<tr>
<td>to exceed 5,000 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>of floor space and work</td>
<td></td>
</tr>
<tr>
<td>on strip malls, light</td>
<td></td>
</tr>
<tr>
<td>commercial, tenant</td>
<td></td>
</tr>
<tr>
<td>improvement and remodel</td>
<td></td>
</tr>
<tr>
<td>work..........................$ 50.13</td>
<td>22.16</td>
</tr>
<tr>
<td>Work at Edwards AFB........$ 57.13</td>
<td>22.16</td>
</tr>
<tr>
<td>Work at Fort Irwin Army Base, Marine Corps</td>
<td></td>
</tr>
<tr>
<td>Logistic Base at Yermo, Marine Corps Logistic Base at Yermo and Twenty-Nine</td>
<td></td>
</tr>
<tr>
<td>Palms Marine Base.............$ 60.03</td>
<td>22.16</td>
</tr>
<tr>
<td>Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.................$ 48.58</td>
<td>21.18</td>
</tr>
<tr>
<td>Work ONLY on strip malls,</td>
<td></td>
</tr>
</tbody>
</table>
light commercial, tenant
improvement and remodel
work..........................$ 37.10 19.51
---------------------------------------------------------------

* PLUM0345-001 09/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PLUMBER

Landscape/Irrigation Fitter.$ 46.88 26.47
Sewer & Storm Drain Work...$ 46.88 26.47

---------------------------------------------------------------

ROOF036-002 08/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ROOFER.........................$ 38.12 16.97

FOOTNOTE: Pitch premium: Work on which employees are exposed
to pitch fumes or required to handle pitch, pitch base or
pitch impregnated products, or any material containing coal
tar pitch, the entire roofing crew shall receive $1.75 per
hour "pitch premium" pay.

---------------------------------------------------------------

SFCA0569-009 04/01/2018

Does not include the northern part of the City of Chino, or the
Cities of Montclair and Ontario

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

SPRINKLER FITTER..................$ 39.73 21.90

---------------------------------------------------------------

SFCA0709-004 01/01/2018
THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF
MONTCLAIR AND ONTARIO:

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER (Fire)</td>
<td>$ 42,26</td>
<td>25.92</td>
</tr>
</tbody>
</table>

SHEE0105-003 01/01/2019

LOS ANGELES (South of a straight line drawn between Gorman and
Big Pines) and Catalina Island, INYO, KERN (Northeast part, East
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Commercial - New Construction and Remodel work</td>
<td>$ 44.28</td>
<td>28.46</td>
</tr>
<tr>
<td>(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding architectural sheet metal work, excluding A-C, heating, ventilating systems for human comfort</td>
<td>$ 44.28</td>
<td>28.46</td>
</tr>
</tbody>
</table>

TEAM00111-002 07/01/2018

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRUCK DRIVER GROUP 1</td>
<td>$ 30.59</td>
<td>28.59</td>
</tr>
</tbody>
</table>
GROUP 2: $30.74  28.59
GROUP 3: $30.87  28.59
GROUP 4: $31.06  28.59
GROUP 5: $31.09  28.59
GROUP 6: $31.12  28.59
GROUP 7: $31.37  29.59
GROUP 8: $31.62  28.59
GROUP 9: $31.82  28.59
GROUP 10: $32.12  28.59
GROUP 11: $32.62  28.59
GROUP 12: $33.05  28.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: $3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level
GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers
A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAWG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which those classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a
new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1. Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted.
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

----------------------------------------

END OF GENERAL DECISION
CONTRACT AGREEMENT

between

CONTRACTOR
Complete Coach Works
1863 Service Court
Riverside, CA 92507

(hereinafter "CONTRACTOR")
Telephone: (951) 684-9585
Email: contracts@completecoach.com

Remit Address
1863 Service Court
Riverside, CA 92507

And

CONTRACT DOCUMENTS

CONTRACT NO. MNT19-71

LABOR AND PARTS FOR ENGINE
AND TRANSMISSION
REPLACEMENTS

Contract Amount: $2,700,273

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

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

Contract Administrator:
Name: Krystal Turner
Title: Contracts 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 10th day of July, 2019, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Complete Coach Works (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 February 28, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.
3. **CONTRACT OPTIONS**

A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.

2) Since Contractor’s proposed pricing for the option years and additional services are considered in evaluating the Contractor’s original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.

B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans’ exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. **COMPENSATION**

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

OMNITRANS’ maximum cumulative payment obligation under this Agreement shall not exceed Two Million Seven Hundred Thousand Two Hundred and Seventy Three Dollars ($2,700,273), 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: To CONTRACTOR:

Omnitrans Complete Coach Works
1700 West Fifth Street 1863 Service Court
San Bernardino, CA 92411 Riverside, CA 92507
Attn: Krystal Turner Amber Lindsey
Title: Contracts Administrator Director of Contracts

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: Omar Bryant, Maintenance 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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dale E. Carson</td>
<td>President</td>
</tr>
<tr>
<td>Chuck Barnes</td>
<td>Vice President</td>
</tr>
<tr>
<td>Kevin O'Brien</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Amber Piccinonno</td>
<td>Director of Contracts</td>
</tr>
<tr>
<td>Thomas Hoskins</td>
<td>Director of Production</td>
</tr>
<tr>
<td>Carlo Spartano</td>
<td>Director of Materials</td>
</tr>
<tr>
<td></td>
<td>Management/Warranty Manager</td>
</tr>
<tr>
<td>Ron Fleming</td>
<td>Quality Control Manager</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Subcontractor’s Name and Address</th>
<th>Work to Be Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
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</tbody>
</table>

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, Omunitrans 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; Omunitrans named and endorsed as an Additional Insured.

2)☒ Automobile Liability: $1,000,000; per occurrence for bodily and property damage liability and aggregate; Omunitrans 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; Omunitrans named and endorsed as an Additional Insured.

9)☐ Umbrella Policy: $4,000,000; per occurrence and aggregate. Additional coverage for the above policies, Omunitrans 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 RFP-MNT19-71 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR’s proposal dated April 2, 2019 and its Appendices, Exhibits, Attachments and Best & Final Offer dated May 6, 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

P. Scott Graham
CEO/General Manager

Date

COMPLETE COACH WORKS

Dale E. Carson
President

Date

Federal Tax I.D. No. 87-0807646
ATTACHMENT A – SCOPE OF WORK
MNT19-71
LABOR AND PARTS FOR ENGINE AND TRANSMISSION REPLACEMENTS

I. GENERAL

A. Omnitrans operates a fleet of New Flyer Compressed Natural Gas (CNG) powered buses, model years: 2009, 2011 and 2012, which are eligible for midlife overhauls. As part of the midlife overhaul, Omnitrans intends to contract for the labor and miscellaneous parts required to perform engine and transmission replacements. This midlife overhaul replacement project includes the removal of existing Cummins ISL G 8.9 Liter CNG engines and replacement with Omnitrans provided Cummins near-zero L9N engines and catalysts. Installation shall also include the replacement of Omnitrans provided Allison or Voith remanufactured transmissions on an as needed basis. The project encompasses up to 64 New Flyer 40’ LFR and Xcelsior CNG powered buses. All old engines removed shall be returned to Omnitrans for disposal.

B. This Scope of Work defines the requirements of the project and Omnitrans’ expectations of the completed engine/transmission replacements without necessarily describing each individual task in an all-inclusive detail. Contractor shall fully understand the task and demonstrate their ability and experience to operate the project.

C. The following transit buses shall be included in this project:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Series</th>
<th>Engine</th>
<th>Transmission</th>
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</thead>
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<tr>
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<td>2009</td>
<td>New Flyer</td>
<td>C40LFR</td>
<td>SR1337</td>
<td>Cummins</td>
<td>Allison (B400 Generation 4)</td>
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<td>C40LFR</td>
<td>SR1563</td>
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<td>New Flyer</td>
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<td>SR1564</td>
<td>Cummins</td>
<td>Voith (D864.5)</td>
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<td>2012</td>
<td>New Flyer</td>
<td>XN40</td>
<td>SR1677</td>
<td>Cummins</td>
<td>Voith (D864.5)</td>
</tr>
</tbody>
</table>

D. Parameters on the electronic control module (ECM) templates shall be identical and compatible with Omnitrans current configurations.

II. LEGAL/WARRANTY REQUIREMENTS

Installation of the components, and any modifications to the buses necessary to meet the requirements of this Scope of Work shall comply with all applicable federal, state, local regulations and accepted industry practices associated with this type of work. In the event of any conflict between the requirements of this specification and any applicable legal requirements, legal requirements shall prevail. Technical requirements that exceed legal requirements are not considered to conflict including certification of the installation by Cummins to keep warranty of the Cummins L9N engine valid.
III. FIRST ARTICLE BUS
A. The repower project spans across four different bus series in that each series was manufactured during four different New Flyer sales releases. In addition, the buses are LFR and Xcelsior model buses.
B. During the configuration audit and quality assurance phase of the first-article bus inspection, Omnitrans shall provide a list of discrepancies to the contractor which may affect the terms of the contract. Contractor and Omnitrans shall review the lists and any discrepancies prior to acceptance of the first-article bus.

IV. LOCATIONS/TRANSPORTATION
A. Contractor shall provide pick-up and delivery services for the buses, engines and transmissions at the following locations:
   1700 West 5th Street, San Bernardino, CA 92411
   4748 Arrow Hwy, Montclair, CA 91763
   234 S. I Street, San Bernardino, CA 92410
B. Contractor shall provide transportation of each bus from Omnitrans’ property to contractor’s facility. Once the buses have been repowered, the contractor shall return each bus back to Omnitrans’ property.

V. PROJECT PHASING
A. Omnitrans shall select the first bus series first-article bus and determine if the transmissions require replacement.
B. Upon notification, contractor shall provide pick-up and return delivery services to their facility.
C. Contractor shall provide the first-article bus from the first series to Omnitrans within one hundred and thirty working days (130) calendar days of notification.
D. Omnitrans shall complete a quality assurance and configuration audit on the first-article bus, within ten (10) calendar days of receipt of the bus.
E. Contractor shall be afforded ten (10) calendar days to rectify any discrepancies.
F. Contractor shall be afforded a five (5) calendar working extension to rectify discrepancies, on a limited basis, at Omnitrans’ discretion, only after written agreement with details for the need of the extension.
G. Upon acceptance of the first-article bus, Omnitrans shall declare it as the first-article bus for that series. Contractor shall use the first article bus as a model for the remaining buses in the series represented by the first-article bus.
H. Contractor shall then immediately commence production on the remaining buses in the first series.
I. Contractor shall have the ability to take possession of up to three buses at any one time. Omnitrans reserves the right to increase or decrease the number of buses in the contractor's possession at one time.

J. Upon taking possession of each bus, contractor shall have up to twenty (20) working days to complete the engine/transmission replacement and deliver the buses back to Omnitrans.

K. Omnitrans shall within one day perform a configuration and quality assurance audit of each bus.

L. Discrepancies shall be corrected by the contractor within ten (10) calendar days of notification.

M. Upon completion and acceptance of the first series buses, the contractor shall take possession of the final three series first-article buses.

N. The process restarts with the remaining three bus series. Contractor may possess all three series first-article buses at this time, however the aforementioned stipulations remain in force.
VI. MATERIAL/WORKMANSHIP

A. Except for the Cummins L9N engine, catalyst and transmissions supplied by Omnitran, all materials and labor necessary to complete each engine & transmission replacement installation shall be provided by the Contractor. Any materials, parts and components shall be new and Original Equipment Manufacturer (OEM) quality. Used, reconditioned or obsolete parts will not be accepted.

B. Where possible, all parts and units shall be arranged so that rapid assembly and disassembly is possible for the engine being provided. Unless otherwise specified, the dimensions of all parts shall be in accordance with current standards, i.e., Society of Automotive Engineers (SAE), or the metric equivalent. Contractor shall notify Omnitran and receive acceptance prior to proceeding with any work if OEM parts are not available.

C. Parts and components shall conform in material, design and workmanship to industry standards and shall meet or exceed all Federal and State motor vehicle safety standards. No advantages shall be taken by the Contractor in the omission of any parts or details that make the engine package complete and ready for service, even though such parts or details are not mentioned in this Scope of Work.

D. Workmanship throughout the Cummins L9N engine replacement shall conform to the highest standard of commercially accepted practice for the class of work provided and shall result be neat and complete. All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished. Exposed metal surfaces shall be properly prepared and coated with protective material to insure against rust, corrosion or deterioration.

VII. ORIGINAL EQUIPMENT MANUFACTURED PARTS

Omnitran requires the use of OEM parts when available. If, OEM parts are not available, the Contractor shall provide and/or design its own parts, at the approval of Omnitran. Non-OEM parts shall be clearly identified by drawings with dimensions and materials used for the manufacturing to include Contractor’s part number.

VIII. OMNITRANS INSPECTIONS

A. Acceptance inspection of the first-article bus shall include, but not be limited to:

1. Review of compliance with this Scope of Work

2. Verification of the contractor’s ability to duplicate or exceed, at Omnitran’s discretion, the quality, workmanship, selection of components, functionality, fastening of components, installation of plumbing, selection of materials, routing of plumbing, routing of electrical cables, potential chassis dynamometer testing and others, as applicable, to evaluate the bus performance and integration of the first-article bus.
B. Additionally, Omnitrans shall:

1. Perform a visual workmanship inspection
2. Place buses in regular revenue service for at least 40- hours
3. Determine the engine compartment heat signature
4. Verify component’s: operation, exhaust system integrity, exhaust system alignment, exhaust system displacement during operation, other systems functionality, engine-transmission connectivity, belts, guards, fluid leaks, securement of components, position and alignment of belts, brackets, clamps, serviceability, accessibility, noises, performance, drive line angles and any others as deemed necessary to verify the quality, workmanship and roadworthiness of each engine/transmission replacement and components used on the project
5. Within 10 working days, Omnitrans shall provide the Contractor with the list of discrepancies noted during the acceptance inspection. Omnitrans, at its discretion, shall extend the timeline for inspection if necessary.

C. If any discrepancies are noted, the bus will be rejected, and the list of discrepancies will be provided to the Contractor. Contractor shall be responsible for removing the bus from Omnitrans’ property, perform the corrections and repairs to the highlighted deficiencies and re-deliver the bus to Omnitrans for a secondary acceptance inspection.

D. Upon receipt of the re-delivered bus, Omnitrans shall perform a new acceptance inspection to verify that all items are individually, and/or as a system, in working order to include all items provided in the discrepancy list. If existing or additional discrepancies are noted, the bus will be rejected, and the Contractor will be required to remove the bus from Omnitrans’ property to perform the necessary repairs.

E. Upon completion of the Contractor’s repairs, the bus shall be redelivered to Omnitrans for a follow up inspection and at that point, the bus will be accepted or rejected. If accepted, Omnitrans personnel will start the necessary paperwork to add the bus to Omnitrans revenue fleet and will complete the internal acceptance paperwork e.g., forms, approvals, signature of invoices, etc. If the bus is rejected, the Contractor shall be required to remove the bus from Omnitrans’ property and continue the repairs until completion of a satisfactory and fully functional bus.

IX. INITIAL INCOMING INSPECTIONS

A. As each bus is received at the contractor’s location, photos of the buses current condition shall be taken. Each bus shall be steam cleaned. Steam cleaning services shall include the engine compartment, only. Each bus will then be elevated, and the complete undercarriage shall be steam cleaned.
B. Once the engine compartment has been steamed cleaned the entire bus including the exterior, interior, engine compartment, HVAC compartment, battery compartment and all electrical panels will be inspected for damaged and/or missing components. Any damaged or missing components shall be noted, photo documented, and quoted.

C. Any items outside the scope of work shall be approved by Omnitrans' management staff before work is performed. All other damaged or missing components within the scope of work shall be noted, photo documented and worked into the day to day repowering of the bus.

X. ELECTRICAL CONTROLS AND PANELS

A. All electrical controls and panels are to be inspected for missing components and damaged wiring harnesses and connectors. Missing or damaged components shall be replaced as part of the replacement project.

B. Once all replacements and or repairs are complete, the electrical system shall be functionally tested and any inoperative relays, circuit breakers, switches or wires that require replacement shall be addressed by the contractor.

C. All electrical components and supplies shall be included in the Contractors price for the repower of each bus.

XI. ENGINE COMPARTMENT ELECTRICAL SYSTEM

A. The engine compartment electrical panel shall be inspected for missing or damaged components and all components shall be repaired, as needed.

B. All engine compartment wire harnesses shall be inspected and repaired to OEM specifications. High temperature wire loom shall be installed and all engine compartment wire harnesses shall be securely routed to prevent chaffing and heat damage.

C. All starter, alternator positive and negative cables shall be replaced with new cables. All new cables shall be securely routed to prevent chaffing and heat damage.

XII. ADDITIONAL FEATURES

Contractor shall provide and install the following components based on Cummins specifications:

1. 4088832 Ambient Air Temperature Sensor, or approved equal
2. PV485 Lamp Display, or approved equal

XIII. MULTIPLEX SYSTEM

Contractor shall ensure the integrity of the Muti-plex system remains intact including communication with all systems relative to the repowers. All integration and updates to the Multi-Plex system shall be included in the proposal and provided by the contractor.
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XIV. ENGINE COMPARTMENT INSULATION AND PAINT

The engine, transmission, charge air cooler (CAC), all intake and cooling system piping and hoses, and exhaust piping shall be removed from the engine compartment. All exposed structure shall be inspected, repaired, and treated for rust. The complete engine compartment shall be prepped, primed and painted and new high temperature insulation shall be installed. All engine compartment insulation shall be replaced.

XV. ENGINE COMPARTMENT HOSES AND LINES

All hoses and lines in the engine compartment shall be replaced with new materials. Hard copper lines shall be cleaned and inspected. Any bad sections must be repaired or replaced as needed. All piping insulation shall be replaced with new. P-clamps shall not be used for the securement of electrical harnesses and wire runs, instead, contractor shall use t-bolt constant tension clamps.

XVI. NEW HEAT PROFILE/OPERATING PROFILES

A. Contractor shall be responsible for providing an engine compartment heating profile in addition to securing a Cummins (end product questionnaire) EPQ or equivalent, subjected to Omnitrans’ approval, to support its intended design and compliance with the new engine’s operating properties. The engine EPQ and the engine compartment’s heat profile shall be used to ensure all components that are residing within the engine compartment, are operating within their intended designed operating profiles/temperatures; e.g., electrical cables, split looms, brackets, methane detectors, temperature sensors, lights, switches, etc.

B. Contractor shall provide, prior to delivering the pilot bus, a heat profile and EPQ to Omnitrans to evaluate the intended strategy to manage the engine compartment’s generated heat. Contractor shall be responsible for providing all of the necessary corrections, and/or modifications, required to maintain the engine compartment’s cooling and air circulation operating within the adequate ranges. This may require the addition of louvers, fans, aprons, grills, etc.

XVII. POWER STEERING PUMP

The power steering system including a new pump, filter and steel braded high temperature hydraulic hoses up to the steel line connections shall be installed. All lines shall be routed safely and securely.

XVIII. AIR SYSTEM

A new duel air dryer with air cooling coil to reduce air temperature shall be installed. Ping tanks must be treated for rust, painted and a new ¼ turn drain valve shall be installed. All new lines shall be fitted & installed.
XIX. AIR COMPRESSOR

The air compressor shall be included with the new Cummins L9N CNG engine supplied by Omnitrans. The governor shall be replaced and all air supply hoses clamps and fittings must be replaced with new. Any replaced hoses and fittings to the governor and ping tanks shall be new. All air lines and fittings from compressor to the air dryer shall be replaced.

XX. MOISTURE EJECTOR VALVE

A new moisture ejector valve shall be installed with the new air lines.

XXI. RADIATOR SURGE TANK

A. The Surge tank pressure relief valve and sight glass shall be replaced. The surge tank will be inspected for wear and repaired as needed. The coolant level sensor must be repositioned if necessary. New rubber protection shall be installed on holding straps. All surge tank cooling system hoses and clamps shall be replaced.

B. Clamps shall be of the constant torque type. Steel braded and silicone hoses must be used. The cooling system shall be filled with a Cummins approved ethylene glycol anti-freeze with protection to -40 degrees Fahrenheit.

XXII. AIR INTAKE PIPING, HOSES, AND FILTER

The air filter housing must be cleaned and all seals replaced with new. A new air filter element shall be installed. All air intake hoses and constant torque clamps are to be replaced with new.

XXIII. END-PRODUCT- QUESTIONNAIRE(EPQ) or EQUIVALENT

Contractor shall provide, with the First Article engine repower, a Cummins certification and approved engine’s heat rejection profile, end-product-questionnaire, EPQ, Cummins cooling system Fill Deration & Drawdown Test, or equivalent, certifying that the proposed package, as integrated meets all engine cooling needs.

XXIV. EXHAUST SYSTEM

All exhaust components shall be replaced and fitted. Components shall include:

1. A new Cummins L9N low emissions catalyst (Cummins to be supplied by Omnitrans) will be installed.
2. New exhaust piping to be fabricated and installed as needed.
3. New exhaust clamps, mounts and hardware to be installed.
4. New exhaust blankets and any heat shields/insulation to protect all engine wiring/components from heat damage.
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XXV. ENGINE

A. The existing engines shall be replaced with Cummins 2018 L9N engine with catalyst (to be provided by Omnitrans)

B. As part of the midlife overhaul replacement project, installation of the Cummins 2018 L9N Engine shall include:
   1. New Cummins brand L9N wiring harness as well as any new wiring to adapt the new L9N engine
   2. Any related electrical/computer components needed for adapting the L9N Cummins engine
   3. A New Flyer brand bus-to-engine harness.
   4. New air compressor with new D2 air governor.
   5. New engine oil (Cummins approved).
   6. New starter brackets, hardware, cables & wiring.
   7. New HVAC belt, tensioner and or idler pulley.
   8. New front and side motor mounts including brackets and mounting hardware (Fabricated if necessary).
   9. New exhaust system including any modifications.

XXVI. HOSES AND LINES

All hoses and lines in the engine compartment shall be replaced with new components. Hard copper lines must be cleaned and inspected. Any bad sections shall be repaired or replaced on an as needed basis.

XXVII. TRANSMISSION

A. Omnitrans shall provide remanufactured Allison B-400R transmissions and Voith D864.5 transmissions as part of the replacement project. Omnitrans does not intend to provide rebuilt transmissions for each bus. Depending on the current transmission mileage, transmissions shall be provided on a one-for-one basis (core-swap), at the discretion of Omnitrans.

B. The integration of the Allison B400R and Voith D864.5 transmissions shall include the following:
   1. The transmission cooler shall be flushed and pressure tested. Transmission coolers found to be defective shall be photo documented, quoted and submitted to Omnitrans for approval as extra-work.
   2. Modification and or replacement of transmission cooling lines.
   3. New OEM transmission hoses, new soft hoses, new constant torque clamps.
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5. The Electronic Control Unit (ECU) if required shall be reprogrammed for the L9N engine parameters.

6. Contractor shall be responsible for coordinating the ECU exchange and/or reprogramming with Allison/Voith Transmissions for the reprogrammed units to be used with the new L9N engines.

XXVIII. BODY MODIFICATION/FABRICATION

A. To prevent discoloration and heat damage to the rear upper roadside of body near the catalyst, steel heat venting shall be fabricated and installed on the body near the catalyst.

B. Venting shall be primed and painted with high heat paint to match the existing body paint. All mounts or brackets necessary to fit the new L9N engine or components will be fabricated and included as part of the replacement project. All other fabrication/modifications (including labor) shall be included in the replacement project.

XXIX. FIRE SUPPRESSION SYSTEM

A. Contractor shall upon, completion of the first-article bus, obtain Amerex re-certification of the fire suppression and methane detection systems currently installed on each bus.

B. The re-certification is intended to address new hot spots, sources of ignition and potential sources of methane leaks resulting from the new engine replacement installation.

C. Contractor shall be responsible for performing all Amerex recommended corrections and/or modifications intended to comply with the new systems requirements. All Amerex noted observations, if any, and a copy of Amerex’s certification of approval for the installation shall be provided with each first-article bus.

XXX. PRODUCTION SCHEDULE (FIRST-ARTICLE BUS)

Upon arrival of the first-article bus the Contractor shall be expected to deliver a finished product for inspection and road-test by Omnitrans in 30 working days. Omnitrans shall conduct two inspections during the first build to ensure quality of work and compliance. Omnitrans will provide 24 hours’ notice before inspections.

XXXI. REMAINING BUS REPLACEMENTS

A. Upon signing off on the pilot repower for each individual series, the contractor shall pick up the second and third bus to be repowered. The second repower is expected to be completed 20 work days after the start of the repower. Once the second repower is complete and the bus is delivered to Omnitrans for inspection/acceptance, the contractor shall take another vehicle for repowering.

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B. Contractor shall complete and deliver one or more buses back to Omnitrans every 10 working days for the remainder of the contract. At the time of delivery, another bus may be taken back to the contractor’s facility for repowering, until all repowers are complete.

XXXII. VEHICLE CONDITION

Each bus shall be thoroughly inspected by the contractor and Omnitrans’ representative to verify the physical and operating condition of the unit at the time of pick-up and at the time of delivery back to Omnitrans. The noted physical and operational discrepancies, if any, shall be recorded and contractor shall be responsible for returning the bus to Omnitrans in the same or in better physical and operating condition.

XXXIII. VEHICLE STORAGE

A. Contractor shall be responsible for the safekeeping of Omnitrans buses. All Omnitrans buses shall be maintained in a secured fenced-in location under 24-hour surveillance.

B. Contractor shall perform the engine/transmission replacements and all repairs at the contractor’s facility. When warranty repairs are deemed necessary, at Omnitrans’ discretion, the Contractor may be required to remove the bus from Omnitrans’ property while repairs are being performed. If the bus is removed from Omnitrans’ property, the Contractor must diligently pursue a timely repair process.

C. Contractors garage shall be in compliance with all codes, rules and regulations applicable to facilities where natural gas-powered vehicles are serviced, modified and/or repaired.

XXXIV. QUALITY ASSURANCE

A Cummins Quality Assurance Inspection shall be performed by Cummins and any necessary corrections shall be made by Contractor.

XXXV. FLEET DEFECTS/WARRANTIES/ENGINE REPOWER-WARRANTY

A. Each engine/transmission replacement installation, parts and labor, without exceptions and/or deviations, shall be covered by a minimum of two-years, 100,000-mile warranty. This warranty shall include all accessories, parts, systems and components provided by the Contractor. The Cummins L9N engines shall be installed to keep the integrity of the warranty of the engine through Cummins.

B. Additionally, the exhaust system installation and components, in its entirety, starting from the engine’s turbocharger, e.g., clamps, pipes, brackets, exhaust blankets, alignment, flex joints, securaments, isolators, connections, etc., shall be covered by 3-years, unlimited mile warranty. All exhaust flex connectors shall be warranted against failure for a minimum of five years with unlimited miles.
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XXXVI. WARRANTY REPAIRS BY OMNITRANS

A. If the Contractor is unable to provide warranty service in a reasonable time (1 week or less), Omnitrans’ Maintenance Shift Supervisor shall notify the Contractor of Omnitrans’ intent to perform the repairs and Omnitrans personnel shall start the necessary repairs. Omnitrans shall correct or repair the defect and any related defects using Original Equipment (OE) supplied or approved parts specifically intended for such repairs, during the performing of warranty covered repairs.

B. Monthly reports of all repairs covered by the engine’s warranty shall be submitted by Omnitrans to the Contractor for reimbursement or replacement of parts and labor. Contractor shall be responsible for providing the forms for these reports.

C. Contractor shall reimburse Omnitrans for warranty labor and/or parts within 60 (sixty) days of receipt of warranty claim.

XXXVII. BUS TOWING-WARRANTY

During the first 2-year warranty period for the engine/transmission replacement, Omnitrans shall invoice the Contractor for all incurred towing charges if bus towing is required, to Omnitrans’ facility and/or to-and-from Contractor’s facility as a result of failures and/or malfunctions attributed to the contractor’s workmanship, contractor’s provided parts and/or components.

XXXVIII. FLEET DEFECT PROCEDURE

A. A fleet defect is defined as a cumulative failure of any kind in the same component, or subcomponent in the same or similar application where such items are covered by the base or extended warranty and such failures occur within warranty periods in twenty percent (20%) of the vehicles delivered repowers under the contract.

B. Contractor shall correct the fleet defect failure under warranty and shall promptly undertake a complete work program reasonably designed to prevent the occurrence of the same defect in all other engine repowers performed under this contract agreement.

C. Where the specific defect can be solely attributed to an identifiable part(s), the work program shall include redesign and/or replacement of only the defective designed or manufactured part(s).

D. In all other cases, the work program shall include inspection and/or correction of all engines procured under this solicitation via a mutually agreed upon arrangement.

XXXIX. WARRANTY PARTS REIMBURSEMENT REQUIREMENTS

Contractor shall reimburse Omnitrans for warranty labor and/or parts within 60 (sixty) days of receipt of warranty claim. Omnitrans shall be reimbursed by the Contractor for defective parts and for parts from its own stock that must be replaced to correct the defect. The
reimbursement shall be at the current price at the time of repair and shall include taxes where applicable and fifteen (15%) percent handling costs.

XL. MANUALS

The following manuals shall be supplied with the eighth production bus:

A. Four (4) sets of parts manuals indicating part numbers, manufacturer's make and model, drawings and schematics.

B. Two electronic versions of parts manuals on CD or thumb drive.

C. Eight (8) sets of manuals outlining the modifications performed on the bus and related parts, to include drawings and schematics with clear reference to connections and wiring from OEM to the new engine installation.

D. Two sets of draft manuals shall be provided for review and approval with the first article bus/ Final version manuals shall be delivered with the eighth production bus. Final manuals shall be provided in both hard copy format with one CD-ROM version in PDF and Auto-CAD format.
# 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.

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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 *


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.


(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 grantees under 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 journeymen 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.

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(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).

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 event of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

c. **Waiver of Remedies for any Breach** In the event that Omnitrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Omnitrans shall not limit Omnitrans remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

The Contractor’s right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-
1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

Required Clauses for Awards Exceeding $25,000
RR-010
SUSPENSION AND DEBARMENT*

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

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

B. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. This certification is a material representation of fact relied upon by Omnitrans. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Omnitrans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
Awards Exceeding $100,000 by Statute

RR-011
COMPLIANCE WITH FEDERAL LOBBYING POLICY *

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

RR-012
CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. CLEAN WATER REQUIREMENTS

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

B. CLEAN AIR

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

C. Contractor shall include this Article in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.
RR-013
NON-CONSTRUCTION ACTIVITIES


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.
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-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 loading 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 Omnitecns (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 conforms 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 - Omnitran 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, Omnitran 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 Omnitran 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).

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.
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

TRANSPORT OPERATIONS

RR-022
TRANSPORT 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”.

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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.e 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

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;


(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 Omnitran 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 Omnitran;

3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Omnitran 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 Omnitran.

C. Campaign Contributions
Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Omnitran 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.
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:
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.

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
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<td>$1,464,960.00</td>
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<td>$ 0.00</td>
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<td></td>
<td></td>
<td><strong>$ 42,191.76</strong></td>
<td><strong>$ 2,700,272.64</strong></td>
</tr>
</tbody>
</table>
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 workplace, 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.
B. PROHIBITED CONDUCT

(a) The transportation of firearms or weapons in Agency vehicles is prohibited. This includes but is not limited to:
   (1) to and from work,
   (2) when conducting Agency business,
   (3) at all times in Agency-owned or leased vehicles.

(b) The possession or carrying of permitted and non-permitted firearms or weapons while at Agency buildings, parking lots, sponsored events, and job sites.

(c) Exception: Power actuated tools which are manufactured for the use of fastening building materials and sanctioned tools for the purpose of performing Agency job duties are not subject to this policy.

C. SEARCH

(a) Omnitrans reserves the right to conduct reasonable, unannounced searches of Agency premises and personal searches of employees and others while entering, on, or leaving Agency premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers, and baggage. Searches will be conducted when the Agency has a reasonable suspicion to believe that a particular employee may be in possession of a weapon or firearm.

(b) "Reasonable suspicion" is defined as a suspicion that is based on specific personal observations such as an employee's manner, disposition, behavior, speech, information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances.

(c) Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection. Refusal violates Agency policy and constitutes an act of insubordination constituting disciplinary action, up to and including separation of the employment relationship. Non-employees who refuse to allow an inspection will not be permitted on Agency premises and will be required to immediately leave the premises. Employees will be relieved of all duties while pending investigation.

D. DISCIPLINE

(a) Violations of any portion of this policy will subject the employee to discipline,
up to and including separation of employment.

(b) Violations by a contractor’s employee or subcontractor of any portion of this policy may constitute a breach of contract and regardless will mandate the immediate removal of the contractor’s employee from Agency premises, prohibition against the individual accessing Agency premises in the future, and may also constitute a breach of contract.

E. REPORT OF VIOLATIONS

1. Employee Violations

Employees are required to report violations of this policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it. An employee who believes that another employee may be in violation of this policy must report the alleged violation to the employee’s manager or supervisor, the department director, security, or the appropriate departmental Human Resources representative.

Departments are responsible for implementing this policy. The Agency will promptly investigate allegations of violations of this policy.

Omnitrans reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law.

Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency’s right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, offices, purses, briefcases, bags, toolboxes, and lunch bags.

Searches of the employee’s work area and belongings, as described above, may be conducted by the Security & Emergency Preparedness Coordinator, or designee. Searches of all types, including surrounding agency property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this policy may be confiscated. Refusal to permit a search may result in discipline, up to and including separation.

2. Visitor Violations

Visitors are not allowed to carry a weapon on the premises. Any visitor carrying a weapon into a posted no-carry agency facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor
poses an immediate risk to security or safety, law enforcement shall be notified immediately by calling 9-911. The visitor shall be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

F. FALSE REPORTS

Employees making intentionally false and malicious complaints of weapons in the workplace will be subject to disciplinary action, up to and including separation and/or will be reported to the proper authorities as appropriate.

G. ROLES AND RESPONSIBILITIES

Employees are responsible for understanding and complying with the Policy Prohibiting Weapons in the Workplace.

Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to the agency's Security & Emergency Preparedness Coordinator at 909-379-7117 prior to bringing the item(s) to Omnitrans work sites and events, as well as agency-owned or leased facilities or vehicles.

H. SAFETY FIRST

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from agency premises.

An individual's continued non-compliance after being properly informed of the law (California Penal Code 171 (b)) will result in notification to law enforcement and discipline, up to and including separation of employment. Employees should notify security immediately.

An employee who feels an imminent danger to his or her own safety or the safety of others, should avoid any interaction with the individual. Immediately contact law enforcement by calling 9-911 and security at 909-379-7117.

I. ANTI-RETALIATION PROVISION

Omnitrans strictly prohibits any retaliation against an employee who has reported a possible breach of policy. If an employee feels that he or she has been subjected to retaliation in violation of this policy, the employee must immediately report it to his or her supervisor or other designated Human Resources representative.
J. DEFINITIONS

1. **Firearm or weapon includes, but is not limited to:** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant.
   - A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
   - A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
   - A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
   - Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
   - Any destructive device;
   - Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
   - An electric weapon such as a laser gun;
   - Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm;
   - Any knife that is carried with intention or calculation to produce death or great bodily harm having a blade length in excess of four (4) inches, the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands. Switchblades are specifically prohibited. (Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)

2. **Office:** All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the agency.

3. **Parking lot:** All lots at permanent facility, park and rides, lots at project sites, any lot that the agency designates as a parking lot that is not at a permanent facility or project site.

4. **Agency vehicle:** All agency-owned buses/vehicles, all agency-leased buses/vehicles, all agency-rental buses/vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.
5. **Search:** To examine in order to find something concealed.

6. **Job sites:** Any and all locations where the agency conducts business.

**SIGNS**

1. At each entrance to buildings, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter a building, parking lot, or project site.

2. Signs shall have wording or pictogram that prohibits firearms, weapons and give notice of video surveillance. Signs shall be vandalism resistant and of the quality that they will not fade due to the elements.
CONTRACT AGREEMENT

between

CONTRACTOR
HAZ MAT TRANS, INC.
230 EAST DUMAS STREET
SAN BERNARDINO, CA  92408

(hereinafter “CONTRACTOR”)  
Telephone: 909-889-5607  
Fax: 909-884-8966

Remit Address  
230 EAST DUMAS STREET  
SAN BERNARDINO, CA  92408

And

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

CONTRACT DOCUMENTS

CONTRACT NO. MNT20-07

HAZARDOUS WASTE TREATMENT,  
TRANSPORTATION AND DISPOSAL

Contract Amount: $137,500

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

Contract Administrator:  
Name: Krystal Turner  
Title: Contract Administrator  
Telephone: (909) 379-7202  
Email: krystal.turner@omnitrans.org
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ATTACHMENT A – SCOPE OF WORK
ATTACHMENT B – REGULATORY REQUIREMENTS
ATTACHMENT C – PRICING
ATTACHMENT D – PROHIBITING WEAPONS IN THE WORKPLACE
This Agreement is made and entered into as of this 1st day of October, 2019, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Haz Mat Trans, 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 September 30, 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 1, 2022 through September 30, 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 C, and subject to the maximum cumulative payment obligation.

OMNITRANS’ maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Thirty Seven Thousand Five Hundred Dollars ($137,500), 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 Turner
Title: Contracts Administrator

To CONTRACTOR:

Haz Mat Trans, Inc.
230 East Dumas Street
San Bernardino, CA 92408
Attn: Mike Hammer
Title: General Sales Manager
8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

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

Project Manager: Mark Montgomery, Facilities 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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mike Hammer</td>
<td>General Manager</td>
</tr>
</tbody>
</table>

Any proposed/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

K-Vac Environmental                      Medical and Infectious Waste
8910 Rochester Avenue                    Cleanup
Rancho Cucamonga, CA 91730
(909) 476-2308

Desert Environmental                    Oil and Anti-Freeze Recycling
12469 Los Maros
Victorville, CA 92392
(760) 949-1110

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 RFP-MNT20-07 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated June 11, 2019 and its Appendices, Exhibits, Attachments and Best & Final Offer dated July 11, 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

P. Scott Graham
CEO/General Manager

HAZ MAT TRANS, INC.

Mike Hammer
General Manager

Date

Federal Tax I.D. No. 33-031478490
1. GENERAL

A. Contractor shall provide materials, equipment, and trained personnel for the provision of non-scheduled and emergency (24-hour) on-call services to pick up and transport hazardous waste materials from on-site and off-site.

B. Contractor shall initiate, schedule, administer, monitor and update a comprehensive hazardous waste handling, transportation and disposal program throughout the duration of the contract to ensure Omnitrans' processes are in alignment with current regulations.

C. Contractor shall provide full and comprehensive hazardous transportation and disposal services for Omnitrans’ East and West Valley Facilities.

D. Contractor shall provide hazardous materials clean-up/waste services related to all on-site and off-site hazardous materials spill/release incidents to include facilities and motor vehicle related fleet traffic accidents. These services shall cover all transportation modes, directly used and purchased by Omnitrans, including relief vehicles, para-transit vehicles, and maintenance/operations vehicles.

E. At the beginning of each contract year, Contractor shall review with Omnitrans solutions for the reduction of Omnitrans’ waste streams and make recommendations for appropriate disposal/recycling methods.

F. Contractor shall be responsible for pumping out and cleaning Omnitrans’ sumps separators, and trench drains:

1. Omnitrans’ East Valley facility will be pumped at a ninety-day frequency or on an as-needed basis. Pumping must begin at 5:00 a.m. and be completed by 7:00 a.m. Equipment includes:

   a. 1 - Steam cleaner sumps

   b. 4 - Bus wash sumps, 1 reclaim tank, and 1 hopper

   c. 1 - Steam Rack sump.

   d. 2 - Oily water separators with multiple chambers and ranging in size from 1200 gallons to 4000 gallons.

2. Omnitrans’ West Valley facility will be pumped at a ninety-day frequency or on an as-needed basis. Equipment includes:

   a. 1 - Bus wash sump and 1 hopper.

   b. 3 - Oily water separators with multiple chambers ranging in size from 1200 gallons to 4000 gallons.
G. Contractor shall transport and dispose of all used oil generated by Omnitrans every ninety (90) days.

H. At a ninety-day frequency, Contractor shall transport and dispose of hazardous materials and universal waste not collected in Omnitrans’ sumps and/or separators including, but not limited to:

1. Used oil filters
2. Paints
3. Paint Solvents
4. Fluorescent Light Bulbs
5. Rechargeable and consumer/flashlight-type dry cell batteries
6. Light ballasts
7. Microwave Ovens
8. Cathode Ray Tubes (CRT’s)
9. Oily Rags
10. Absorbents
11. Aerosol Cans
12. Electronic Waste
13. Waste Coolant (As needed)
14. Contaminated/Waste Fuel (As needed)
15. Paint Booth Filters (As needed)
16. Medical and Infectious Waste (As needed)
17. Large parts washers (As needed)
18. Bead blast media (As needed)
19. Body shop dust collection system (As needed)
I. Coordination of hazardous waste collection, storage, and disposal will be made through Omnitrans’ Director of Maintenance or his/her designee.

J. All hazardous waste must be handled, collected, stored and disposed of in accordance with federal, state and local environmental compliance regulations.

K. Contractor shall ensure all prior arrangements, including required testing (chemical analysis), characterization, and best-approved alternative handling methods (i.e., recycling, and/or disposal) are determined with the designated destination facility prior to transporting hazardous waste from an Omnitrans facility.

L. Contractor must ensure all disposal facilities utilized under the terms of this RFP are licensed, permitted and financially secure.

M. Contractor shall designate a point of contact to act as Contractor’s representative throughout the duration of the contract regarding account management, administration, technical assistance, and all other issues related to this contract.

N. Non-emergency calls will be scheduled and coordinated during normal business hours between Omnitrans’ Director of Maintenance or his/her designee, and Contractor.

3. HAZARDOUS WASTE SERVICES

A. Separator/Sump Cleaning

1. Contractor shall maintain a service schedule appropriate to cycle all waste removal and cleaning of the steam cleaner sump, separator and the bus washer sump every ninety (90) days at the East Valley and West Valley facilities.

2. The contents of the steam cleaner sump and separator at each facility will be transported and treated separately from the contents of the bus wash sump.

B. Hazardous Waste

1. Contractor shall supply the labeled drums to store and contain the used oil filters until pick-up is made by the Contractor. Used oil filters are generally crushed by Omnitrans staff prior to pick up.

2. Oily rags, absorbents, brake lathe shavings, and other items, shall be collected by Omnitrans staff prior to pick up by the contractor.

a. Contractor shall supply drums to store and contain non-resource conservation and recovery act (RCRA) waste until pick up is scheduled by the Contractor.
b. Contractor shall supply Omnitrans with pre-printed drum labels during waste barrel drop-offs.

3. Used oil is generated at both facilities and requires a service schedule for disposal/recycling on a ninety (90) day basis.

4. Waste coolant is generated at both facilities and contractor shall provide waste services on an “as-needed” basis whether the service is handled as recycling or disposal.

5. Contractor shall provide waste services on an “as-needed” basis for all medical and infectious waste generated by Omnitrans.

Medical and infectious waste includes, but is not limited to:

1. Bodily Fluids

2. Medical Sharps Waste (hypodermic syringes, etc.)

3. Blades
   a. Contractor shall be required to safely dispose of the aforementioned items to prevent exposure to Omnitrans employees and/or the general public.
   b. Contractor shall furnish proof of all appropriate permits and license numbers as required to perform the indicated services.
   c. Contractor shall provide all appropriate containers for all medical and infectious wastes generated by Omnitrans as needed.

6. Paint, paint solvents, paint booth filters, fluorescent light bulbs and non-lead acid batteries will be recycled or disposed of by Contractor every ninety (90) days.

7. Contractor shall be contacted by Omnitrans’ Director of Maintenance or his/her designee, at the appropriate time for the waste services described herein.

4. EMERGENCY RESPONSES

A. Contractor shall provide on-call emergency services twenty-four (24) hours a day.

B. Contractor shall dispatch appropriate resources within the first hour after being contacted by Omnitrans’ Director or Maintenance or his/her designee.
C. Contractors shall provide Omnitrans with all relevant information regarding its emergency response capabilities including, but not limited to:

1. Procedures
2. Reports/Agency Notifications
3. Personnel
4. Response Time(s)
5. Communications Network
6. Field Office(s)
7. Training
8. Permits/Licenses/Certifications

D. A written report regarding the nature of the work completed and/or service checklist shall be provided to Omnitrans each time an emergency site visit has been completed.

E. Contractor shall provide hazardous materials clean-up/waste services related to all on-site and off-site hazardous materials spill/release incidents to include facilities and motor vehicle related fleet traffic accidents.

F. Contractor shall furnish proof of all appropriate permits and license numbers as required to perform the indicated services including, but not limited to, all standards and credentials related to:

1. Cal/OSHA (Occupational Safety and Health Administration) Hazardous Waste Operations and Emergency Response (HAZWOPER) Standard, 8 CCR §5192(q);
2. CA Health & Safety Code §118321, Medical Trauma Scene Management Practitioner; and

5. TRANSPORTATION

A. Contractor shall comply with all local, state and federal guidelines governing the packaging, marking, labeling and transport of hazardous waste.

B. Contractor must describe the training, procedure, policies, permits and licenses that it currently holds to affect the safe and efficient transport of the hazardous materials described herein.
C. Contractor shall provide the following services:

Lab Packing:

a. Contractor shall package all waste material in accordance with Department of Transportation (DOT) and all State and Federal Regulations.

b. Contractor shall be responsible for the provision of all supplies, drums and packaging materials.

c. Loading / Unloading

d. Labeling

e. Preparing shipping papers, manifests, inventory lists, and any other documentation necessary for the transportation and disposal of hazardous waste; and

f. Transporting / Hauling.

6. DOCUMENTATION AND REGULATORY REQUIREMENTS

A. Contractor shall document all services provided under the terms of this Agreement.

1. After each service call, Omnitrans will be notified and informed of the status, progress and results of each scheduled and unscheduled visit with a detailed Service Report provided no later than one day after the service call.

2. Each report must be submitted for Omnitrans’ designated representative’s review, approval signature and record.

3. The transportation and disposal of hazardous waste generated by Omnitrans’ facilities will be conducted in accordance with the requirements of the California Code of Regulations (CCR) Title 22, Division 4.5, Environmental Health Standards for the Management of Hazardous Waste.

4. Contractor and receiving facilities agree to generate and make the appropriate distribution of all required shipment and handling documentation (bill of lading, manifests, labels, etc.) to record each transfer of hazardous waste as specified in CCR, title 22, Section 66262.20 and 66266.130.

- An acknowledgement copy of the manifest will be returned to Omnitrans within thirty (30) days following a pickup of hazardous waste.
5. Contractor and receiving facilities shall provide, upon request by Omnitrans, all records related to the transport of hazardous materials generated by Omnitrans' facilities for a period of up to three (3) years.

6. Contractor shall provide all necessary administrative support and fulfill all regulatory requirements associated with the performance of the terms of the contract.

7. **CONTRACTOR SAFETY**

   A. Contractor shall check in at Omnitrans' East and West Valley Guard Stations any time entry is made onto Omnitrans' property.

   B. Contractor shall follow the direction given by the security guard to include traffic patterns and speed limits as the parking lots have a controlled traffic pattern for the safety of all individuals and property.

   C. Contractor shall wear reflective vests when outside of the vehicle and near vehicle traffic.

   D. Contractor shall wear proper personnel protective equipment sufficient to respond to a release, if necessary, during the transfer operation.

   E. In the event of an accidental spill, driver shall report to Omnitrans’ Project Manager, Security Office, or Safety Department.

   F. Contractor shall be responsible to prevent migration of spills that occur during transfer to sensitive receptors as much as possible while doing so in a safe manner.

   G. Contractor shall be responsible for any costs for clean-up associated with supplier spills, including be not limited to, a hazardous materials (HazMat) contractor, labeling, transporting and disposal of wastes. Contractor shall provide a HazMat contractor and respond in a timely manner to calls for large spills which are beyond their ability to safely cleanup or does not have sufficient materials or equipment on site to safely provide cleaning services.

8. **GENERAL HEALTH, SAFETY, SECURITY AND ENVIRONMENTAL REQUIREMENTS**

   A. Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Omnitrans health, safety, security and environmental compliance requirements and bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work or agreements with Omnitrans.

   B. Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety, security and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. Contractor shall further acknowledge their expertise in recognition
and prevention of hazards in the operations for which they are responsible, that
Omnitrans may not have such expertise, and is relying upon the Contractor for
such expertise. Omnitrans Project and Safety Manager retains the right to notify
the Contractor of potential hazards and request the Contractor to evaluate and, as
necessary, to eliminate those hazards.

C. Contractor shall provide all necessary tools, equipment, and related safety
protective devices to execute the scope of work in compliance with the
Omnitrans’ Health Safety and Security requirements, CCR Title 8 Standards, and
recognized safe work practices.

D. Contractor shall instruct all its employees, and all associated sub-contractors
under contract with the Contractor who work on Omnitrans projects in the
following: recognition, identification, and avoidance of unsafe acts and/or
conditions applicable to its work.

9. SECURITY & EMERGENCY PREPAREDNESS

Contractor, Sub-Contractors, and other people working on this contract shall ensure the
following Security & Emergency Preparedness requirements are met:

A. Emergency Preparedness

1. Contractor shall ensure that all exit routes are kept free and unobstructed
   with no material or equipment placed, either permanent or temporary,
   within the exit route.

2. Isles, walkways and emergency exits shall be kept clear for egress.

3. First aid supplies shall be readily available for contractors, sub-contractors,
   etc.

B. Security

1. If contractor is issued an Agency Contractor’s badge it shall be worn so that
   it is visible to others.

2. Secure doors shall not be propped open unless authorized by the Safety and
   Security Office.

3. If any security equipment (card readers, CCTV cameras, etc.) are rendered
   nonfunctioning either by accident or due to project scope, the Safety and
   Security Office shall be immediately contacted.

4. Suspicious Packages, Suspicious Objects, Suspicious People, Suspicious
   Photography, etc. shall be immediately reported to an on duty Omnitrans
   Security Officer or a member of the Safety and Security Office.

5. Sensitive Security Information (SSI) - Contractors’ working with
   Omnitrans SSI shall follow Omnitrans SSI Procedure 803-16.

6. Photographing and security equipment is not permitted without the written
   consent of the Safety and Security Office.
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* Marks Required Subcontract Provisions that must flow down to all subcontracts as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein.

Required Clauses for All FTA-Assisted Third-Party Contracts and Subcontracts

RR-01
NO FEDERAL OBLIGATION TO THIRD PARTIES *

In connection with the Project, the Recipient agrees that, absent the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the Project.

RR-02
FALSE OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD *

A. Civil Fraud.
The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to the Recipient’s activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

B. Criminal Fraud.
If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient

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 Omnitran, 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 into through other than competitive bidding, the Contractor shall make records related to this Contract available to Omnitran, 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 Omnitran, 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 *)


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

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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.


(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

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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 (NON-APPLICABLE)

RR-08
SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41
(NON-APPLICABLE)

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
c. **Waiver of Remedies for any Breach** In the event that Omnitrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Omnitrans shall not limit Omnitrans remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Omnitrans.
Required Clauses for Awards Exceeding $25,000

RR-010

SUSPENSION AND DEBARMENT*

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

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

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

Awards Exceeding $100,000 by Statute

RR-011

COMPLIANCE WITH FEDERAL LOBBYING POLICY *

A. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying,” attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Omnitrans.
RR-012
CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. CLEAN WATER REQUIREMENTS

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

B. CLEAN AIR

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

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

RR-013
NON-CONSTRUCTION ACTIVITIES


Required Clauses for Awards Exceeding the Simplified Acquisition Threshold ($150,000)

RR-014
BUY AMERICA * (NON-APPLICABLE)
RR-015
BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F
(NON-APPLICABLE)

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 loading 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 (NON-APPLICABLE)

RR-019
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT * (NON-APPLICABLE)

RR-020
BONDING REQUIREMENTS (NON-APPLICABLE)

RR-021
SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41
(NON-APPLICABLE)

NON-CONSTRUCTION ACTIVITIES


TRANSIT OPERATIONS

RR-022
TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS * (NON-APPLICABLE)

RR-023
ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM * (NON-APPLICABLE)
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

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;


(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
### Steam Cleaner Sumps and Separators:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate Per Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Pumping and Transportation from Facility</td>
<td>BASE YEARS 1-3: $0.19 /Gallon</td>
</tr>
<tr>
<td>Minimum Charge (if any)</td>
<td>BASE YEARS 1-3: $0 /Load</td>
</tr>
<tr>
<td>B. Wash Out/Cleaning</td>
<td>BASE YEARS 1-3: $100 /Flat Rate</td>
</tr>
<tr>
<td>C. Disposal Fees &lt; 15% Solids</td>
<td>BASE YEARS 1-3: $0.23 /Gallon</td>
</tr>
<tr>
<td>D. Additional Charges (if any) 15% - 30% Solids</td>
<td>BASE YEARS 1-3: $0.06 /Gallon</td>
</tr>
</tbody>
</table>

### Bus Wash Sumps:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate Per Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Pumping and Transportation from Facility</td>
<td>BASE YEARS 1-3: $0.19 /Gallon</td>
</tr>
<tr>
<td>Minimum Charge (if any)</td>
<td>BASE YEARS 1-3: $0 /Load</td>
</tr>
<tr>
<td>B. Disposal Fees</td>
<td>BASE YEARS 1-3: $0.23 /Gallon</td>
</tr>
<tr>
<td>C. Additional Charges (if any) 15% -30% Solids</td>
<td>BASE YEARS 1-3: $0.06 /Gallon</td>
</tr>
</tbody>
</table>

### Disposal of Used Oil Filters:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate Per Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Pick up and recycle used oil filters</td>
<td>BASE YEARS 1-3: $30.00 /Drum</td>
</tr>
<tr>
<td>Crushed</td>
<td>BASE YEARS 1-3: $50.00 /Drum</td>
</tr>
<tr>
<td>Uncrushed</td>
<td>BASE YEARS 1-3: $50.00 /Drum</td>
</tr>
</tbody>
</table>
B. Additional Charges (if any) BASE YEARS 1-3: $0 _____ / _______

ADDITIONAL SERVICES

Water-based Colored Paints and Paint Sludge: RATE PER / UNIT OF MEASURE

A. Packaging and Transportation of Drums and Tri-wall Boxes (Contractor Must Bid on Both). BASE YEARS 1-3:

   $45.00 /Drum $90.00 /Box

B. Disposal Fees BASE YEARS 1-3:

   $85.00 /Drum $200.00 /Box

C. Additional Charges (if any) BASE YEARS 1-3:

   Solvents, Gun Wash, Polyurethane Top Coat
   RATE PER / UNIT OF MEASURE

A. Packaging and Transportation of Drums and Tri-wall Boxes (Contractor Must Propose on Both).

   BASE YEARS 1-3:

   $45.00 /Drum $90.00 /Box

   Based on RCRA (l)

B. Disposal Fees BASE YEARS 1-3:

   $150.00 /Drum $300.00 /Box

   Based on RCRA (l)

C. Additional Charges (if any) BASE YEARS 1-3:

   $35.00 /Drum $75.00 /Box

   Supply drums, tri-wall boxes

Paint Booth Filters:

A. Packaging and Transportation of Drums or Tri-Wall Boxes BASE YEARS 1-3:

   $45.00 /Drum $90.00 /Box

   Based on Non RCRA

B. Disposal Fees BASE YEARS 1-3:

   $1.40 _______/Pound
C. Additional Charges (if any)
   Supply drums, tri-wall boxes

**Waste Oil:**

<table>
<thead>
<tr>
<th>A.</th>
<th>Pumping and Transportation from Facility Based on 1500-gallon load</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum Charge (if any) &lt; 1500 gallons</td>
</tr>
<tr>
<td></td>
<td>BASE YEARS 1-3: $0.15 /Gallon</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B.</th>
<th>Disposal Fees &lt; 15% bottom sediments &amp; water</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BASE YEARS 1-3: $0 /Gallon*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C.</th>
<th>Additional Charges (if any) Washout</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BASE YEARS 1-3: $0 /Load</td>
</tr>
</tbody>
</table>

**Waste Coolant:**

<table>
<thead>
<tr>
<th>A.</th>
<th>Pumping and Transportation from Facility Based on 500 gallons Minimum Charge (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BASE YEARS 1-3: $0.15 /Gallon</td>
</tr>
<tr>
<td></td>
<td>BASE YEARS 1-3: $0 /Load</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B.</th>
<th>Disposal Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BASE YEARS 1-3: $0 /Gallon*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C.</th>
<th>Additional Charges (if any) Washout</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BASE YEARS 1-3: $0 /Load</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D.</th>
<th>Recycling</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BASE YEARS 1-3: $1.15 /Gallon**</td>
</tr>
</tbody>
</table>

*Based on 30% Ethylene Glycol. If less than 30% disposal fees will be $1.15 per gallon.  
** Only if less than 30% Ethylene Glycol.
**UNIVERSAL WASTE**

**Universal Waste:**

**RATE PER / UNIT OF MEASURE**

**CCR 22, 4.5, chapter 23** i.e. Fluorescent light bulbs, sodium halide lamps, ballasts, non-lead batteries (alkaline, lithium) microwaves, etc.

<table>
<thead>
<tr>
<th>A. Transportation &amp; Disposal from Facility (Prepackaged)</th>
<th>BASE YEARS 1-3: $0.45 /Pound</th>
</tr>
</thead>
</table>

Bulb rate quote by pound or by bulb

| BASE YEARS 1-3: $N/A /Bulb |

**Medical & Infectious Waste**

**RATE PER / UNIT OF MEASURE**

<table>
<thead>
<tr>
<th>A. Transportation &amp; Disposal from Facility (contained) containers</th>
<th>BASE YEARS 1-3: $25.00 /Pound</th>
</tr>
</thead>
</table>
NON-RESOURCE CONSERVATION AND RECOVERY ACT (RCRA)
HAZARDOUS WASTE

Non RCRA Hazardous Waste* Solid:  RATE PER / UNIT OF MEASURE

*Collected absorbent, oily paper rags, bagged brake lathe shavings, drained plastic-foam transmission filters

<table>
<thead>
<tr>
<th>A.</th>
<th>Transportation from Facility</th>
<th>BASE YEARS 1-3:</th>
<th>$0.25/ Pound</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum Charge (if any)</td>
<td>BASE YEARS 1-3:</td>
<td>$300.00/Load</td>
</tr>
<tr>
<td>B.</td>
<td>Disposal Fees</td>
<td>BASE YEARS 1-3:</td>
<td>$0.45/ Pound</td>
</tr>
<tr>
<td>C.</td>
<td>Additional Charges (if any)</td>
<td>BASE YEARS 1-3:</td>
<td>$0/Load</td>
</tr>
</tbody>
</table>
Non RCRA Hazardous Waste* Solid:  

* Empty waste aerosol cans

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate Per / Unit of Measure</th>
</tr>
</thead>
</table>
| A. Transportation from Facility    | BASE YEARS 1-3: $35.00 / 30 gallon  
|                                    |                            | $45.00 / 55 gallon          |
| Minimum Charge (if any)            | BASE YEARS 1-3: $300.00 / Load |
| B. Disposal Fees                   | BASE YEARS 1-3: $2.50 / Pound  |
| C. Additional Charges (if any)     | BASE YEARS 1-3: $0 / Load      |
Emergency Spill Response:

**RATE PER / UNIT OF MEASURE**

<table>
<thead>
<tr>
<th>Staff</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager(s)</td>
<td>$90.00/hour</td>
</tr>
<tr>
<td>Supervisor(s)</td>
<td>$80.00/hour</td>
</tr>
<tr>
<td>On-Site “ER” Consultant</td>
<td>$90.00/hour</td>
</tr>
<tr>
<td>Environmental Coordinator</td>
<td>$80.00/hour</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$65.00/hour</td>
</tr>
<tr>
<td>Laborer</td>
<td>$53.00/hour</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>$65.00/hour</td>
</tr>
</tbody>
</table>

Minimum number of hours per person: 4

**Roll-off Units**

<table>
<thead>
<tr>
<th>Roll-off Units</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roll-Off Units (up to 12 tons)</td>
<td>$55.00/hour</td>
</tr>
<tr>
<td>Roll-Off Units (up to 20 tons)</td>
<td>$55.00/hour</td>
</tr>
<tr>
<td>Roll-Off Boxes (10 to 40 yards)</td>
<td>$11.00/hour</td>
</tr>
</tbody>
</table>

**Vehicles**

<table>
<thead>
<tr>
<th>Vehicles</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat Bed Truck</td>
<td>$55.00/hour</td>
</tr>
<tr>
<td>Drop Deck Truck</td>
<td>$55.00/hour</td>
</tr>
<tr>
<td>Backhoe</td>
<td>$45.00/hour</td>
</tr>
<tr>
<td>Stake Bed Truck</td>
<td>$26.00/hour</td>
</tr>
<tr>
<td>Pickup Truck w/Lift Gate</td>
<td>$26.00/hour</td>
</tr>
<tr>
<td>Water Truck</td>
<td>$65.00/hour</td>
</tr>
<tr>
<td>Utility Truck</td>
<td>$40.00/hour</td>
</tr>
<tr>
<td>Vacuum Truck (50BBL Capacity)</td>
<td>$65.00/hour</td>
</tr>
<tr>
<td>Vacuum Truck (120BBL Capacity)</td>
<td>$65.00/hour</td>
</tr>
<tr>
<td>Vacuum Truck (140BBL Capacity)</td>
<td>$65.00/hour</td>
</tr>
<tr>
<td>Front End Loader</td>
<td>$55.00/hour</td>
</tr>
</tbody>
</table>
Equipment

4. Steam Cleaner $35.00/hour
   Generator(s) $15.00/hour
   Absorbent Sheets/Booms $2.00/each
   Liners $35.00/each
   Portable Lighting $55.00/hour

Storage Tanks

5. Storage Tanks (500 gal.) $18.00/day/hour
   Storage Tanks (600 gal.) $24.00/day/hour
   Storage Tanks (2400 gal.) $34.00/day/hour
   Storage Tanks (4900 gal.) $35.00/day/hour
   Storage Tanks (21000 gal.) $55.00/day/hour

Pumps

6. Pump (2” HP/gpm) $80.00/hour
   Pump (3” HP/gpm) $85.00/hour

Washout

7. Equipment Washout $25.00/hour
**Medical containers:**

All containers and biohazard bags and labels must meet CCR Title 8 Section 5193 (d) (3) (D) & CCR Title 8 Section 5193 (g); and any or all applicable local, state, and federal laws and regulations. Omnitrans' needs for various size containers, bags and labels may vary.

Shuttle – for Containment of individual units – snap on lids $10.00

10-quart, wide mouth, screw top, each $10.00

55 gallon, screw top, each $55.00

Wall Mount Equipment, each $1.25

Biohazard Bags:

55 gallon, red, each $1.25

Twist Ties/Zip Ties No Charge

Awarded pricing shall remain fixed for the Base Year Period only. Thereafter, pricing may be adjusted annually using the change (increase or decrease) of Consumer Price Index (CPI).
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 workplace, 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.
B. PROHIBITED CONDUCT

(a) The transportation of firearms or weapons in Agency vehicles is prohibited. This includes but is not limited to:
   (1) to and from work,
   (2) when conducting Agency business,
   (3) at all times in Agency-owned or leased vehicles.

(b) The possession or carrying of permitted and non-permitted firearms or weapons while at Agency buildings, parking lots, sponsored events, and job sites.

(c) Exception: Power actuated tools which are manufactured for the use of fastening building materials and sanctioned tools for the purpose of performing Agency job duties are not subject to this policy.

C. SEARCH

(a) Omnitrans reserves the right to conduct reasonable, unannounced searches of Agency premises and personal searches of employees and others while entering, on, or leaving Agency premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers, and baggage. Searches will be conducted when the Agency has a reasonable suspicion to believe that a particular employee may be in possession of a weapon or firearm.

(b) "Reasonable suspicion" is defined as a suspicion that is based on specific personal observations such as an employee's manner, disposition, behavior, speech, information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances.

(c) Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection. Refusal violates Agency policy and constitutes an act of insubordination constituting disciplinary action, up to and including separation of the employment relationship. Non-employees who refuse to allow an inspection will not be permitted on Agency premises and will be required to immediately leave the premises. Employees will be relieved of all duties while pending investigation.

D. DISCIPLINE

(a) Violations of any portion of this policy will subject the employee to discipline,
up to and including separation of employment.

(b) Violations by a contractor’s employee or subcontractor of any portion of this policy may constitute a breach of contract and regardless will mandate the immediate removal of the contractor’s employee from Agency premises, prohibition against the individual accessing Agency premises in the future, and may also constitute a breach of contract.

E. REPORT OF VIOLATIONS

1. Employee Violations

Employees are required to report violations of this policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it. An employee who believes that another employee may be in violation of this policy must report the alleged violation to the employee’s manager or supervisor, the department director, security, or the appropriate departmental Human Resources representative.

Departments are responsible for implementing this policy. The Agency will promptly investigate allegations of violations of this policy.

Omnitrans reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law.

Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency’s right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, offices, purses, briefcases, bags, toolboxes, and lunch bags.

Searches of the employee’s work area and belongings, as described above, may be conducted by the Security & Emergency Preparedness Coordinator, or designee. Searches of all types, including surrounding agency property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this policy may be confiscated. Refusal to permit a search may result in discipline, up to and including separation.

2. Visitor Violations

Visitors are not allowed to carry a weapon on the premises. Any visitor carrying a weapon into a posted no-carry agency facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor
poses an immediate risk to security or safety, law enforcement shall be notified immediately by calling 9-911. The visitor shall be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

F. FALSE REPORTS

Employees making intentionally false and malicious complaints of weapons in the workplace will be subject to disciplinary action, up to and including separation and/or will be reported to the proper authorities as appropriate.

G. ROLES AND RESPONSIBILITIES

Employees are responsible for understanding and complying with the Policy Prohibiting Weapons in the Workplace.

Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee’s responsibility to seek clarification. Employees seeking clarification should direct their questions to the agency’s Security & Emergency Preparedness Coordinator at 909-379-7117 prior to bringing the item(s) to Omnitrans work sites and events, as well as agency-owned or leased facilities or vehicles.

H. SAFETY FIRST

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from agency premises.

An individual’s continued non-compliance after being properly informed of the law (California Penal Code 171 (b)) will result in notification to law enforcement and discipline, up to and including separation of employment. Employees should notify security immediately.

An employee who feels an imminent danger to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Immediately contact law enforcement by calling 9-911 and security at 909-379-7117.

I. ANTI-RETIALLATION PROVISION

Omnitrans strictly prohibits any retaliation against an employee who has reported a possible breach of policy. If an employee feels that he or she has been subjected to retaliation in violation of this policy, the employee must immediately report it to his or her supervisor or other designated Human Resources representative.
J. DEFINITIONS

1. **Firearm or weapon includes, but is not limited to:** A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant.
   - A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
   - A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
   - A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
   - Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
   - Any destructive device;
   - Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
   - An electric weapon such as a taser gun;
   - Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm;
   - Any knife that is carried with intention or calculation to produce death or great bodily harm having a blade length in excess of four (4) inches, the blade of which is fixed or is capable of being fixed in an unguarded position by the use of one or two hands. Switchblades are specifically prohibited. (Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)

2. **Office:** All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the agency.

3. **Parking lot:** All lots at permanent facility, park and rides, lots at project sites, any lot that the agency designates as a parking lot that is not at a permanent facility or project site.

4. **Agency vehicle:** All agency-owned buses/vehicles, all agency-leased buses/vehicles, all agency-rental buses/vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.
5. **Search**: To examine in order to find something concealed.

6. **Job sites**: Any and all locations where the agency conducts business.

**SIGNS**

1. At each entrance to buildings, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter a building, parking lot, or project site.

2. Signs shall have wording or pictogram that prohibits firearms, weapons and give notice of video surveillance. Signs shall be vandalism resistant and of the quality that they will not fade due to the elements.