



**BOARD OF DIRECTORS MEETING**  
**WEDNESDAY, SEPTEMBER 2, 2015 – 8:00 A.M.**  
**OMNITRANS METRO FACILITY**  
**1700 WEST 5<sup>TH</sup> STREET**  
**SAN BERNARDINO, CA 92411**

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

**A. CALL TO ORDER**

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

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Board Meeting: Wednesday, October 7, 2015 – 8:00 a.m.  
Omnitrans Metro Facility Board Room

**C. COMMUNICATIONS FROM THE PUBLIC**

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

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

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

3

**E. CONSENT CALENDAR**

The following items are expected to be routine and non-controversial. The Board will act upon them at one time without discussion, unless the Board directs that an item be held for further discussion under Agenda Item F, Discussion Items. Any person wishing to address consent items should address the Board under Agenda Item #E15, Action on Consent Calendar.

1. Approve Board Minutes – August 5, 2015
2. Receive and File Executive Committee Minutes – June 5, 2015
3. Receive and File Executive Committee Minutes – June 23, 2015
4. Receive and File Administrative and Finance Committee Minutes – July 9, 2015
5. Receive and File sbX Construction Progress Report #39 through July 31, 2015 – sbX E Street Corridor BRT Project

7  
12  
15  
19  
23



**BOARD OF DIRECTORS MEETING**  
**WEDNESDAY, SEPTEMBER 2, 2015 – 8:00 A.M.**  
**OMNITRANS METRO FACILITY**  
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**E. CONSENT CALENDAR CONTINUED**

6. Receive and File Title VI Triennial Compliance Report, September 2015	32
7. Receive and File Report in Response to Public Comment Request for Expansion of Access Service Area Further into Los Angeles County	34
8. Authorize CEO/General Manager to Execute Memorandum of Understanding with San Bernardino Associated Governments regarding Project Cost Applied to Federal Transit Administration Grants	38
9. Authorize CEO/General Manager to Execute Funding Agreement with San Bernardino Associated Governments for Countywide Vanpool Program	44
10. Authorize Release, Invitation for Bids IFB-MNT16-30, John Deere Parts	59
11. Authorize Additional Spend Authority (Bench) Contracts HR13-149 (A-B), Temporary Employment Agency Services; and Authorize Release, Requests for Proposals RFP-HRS16-28, Temporary Employment Services	61
12. Award Contract MKP15-37, Architectural, Engineering and Final Design Services for the West Valley Connector Corridor	64
13. Approve Director of Finance's Recommendation, Forward Fuel Purchase Program for Fiscal Year 2016	68
14. Press Articles and Letters of Interest to the Board	71
15. Action on Consent Calendar	

**F. DISCUSSION ITEMS**

The following items do not legally require any public testimony, although the Chair may open the meeting for public input.

1. CEO/General Manager's Report	77
2. Recommend the Proposed Transition Plan and Financial Analysis regarding Designation as the Consolidated Transportation Services Agency be submitted to SANBAG	78
3. Adopt Resolution No. 284-15 Declaring Omnitrans' Rancho Cucamonga Property Surplus and Authorize the Sale by Public Auction	93
4. Authorize Amendment 3 – Contract PLN13-198, Ruben Campos Bus Stop Improvement	110
5. Qualify Executive Recruitment Firms and Authorize Purchase Order(s), As Needed	140
6. Authorize Award, Contract MNT16-71, Thirteen Compressed Natural Gas (CNG) Americans with Disabilities Act Certified Paratransit Vehicles	142

**G. PUBLIC HEARING**

There is no Public Hearing scheduled.

**H. BOARD BUSINESS**

There is no Closed Session scheduled.

**I. REMARKS AND ANNOUNCEMENTS**

**J. ADJOURNMENT**

ITEM #           D1          

**DATE:** September 2, 2015

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

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

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

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

**FORM MOTION**

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Board of Director's Meeting scheduled September 2, 2015.

Item	Contract	Principals & Agents	Subcontractors
#E11	Authorize Additional Spend Authority (Bench) Contracts HR13-149 (A-B), Temporary Employment Agency Services	<i>Lloyds Staffing Cerritos, CA Lourdes Santana President</i>  <i>ManpowerGroup US, Inc. Chicago, IL Melissa J. Koch Business Law Paralegal</i>	<i>N/A</i>
#E12	Award Contract MKP15-37 Architectural, Engineering and Final Design Services West Valley Connector Corridor	<i>Parsons Transportation Group Ontario, CA Chris A. Johnson, P.E. Vice President</i>	<i>Gruen Associates Los Angeles, CA Eaine Carbrey</i>  <i>Earth Mechanics, Inc. Fountain Valley, CA Lino Cheang</i>  <i>Iteris Los Angeles, CA Michael Meyer</i>  <i>HR&amp;A Advisors Los Angeles, CA Judith Taylor</i>  <i>MIG, Inc.</i>

<b>Item</b>	<b>Contract</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
			<i>Pasadena, CA</i> <i>AndyPendoly</i>  <i>Terry A Hayes</i> <i>Associate, Inc.</i> <i>Culver City, CA</i> <i>Terry Hayes</i>  <i>Arellano Associates</i> <i>LLC</i> <i>Chino Hills, CA</i> <i>Laura Muna-Landa</i>  <i>Elwood Associates</i> <i>Marino Del Rey, CA</i> <i>Leslie Elwood</i>  <i>Cambridge</i> <i>Systematics, Inc.</i> <i>Monterey Park, CA</i> <i>Eric Bierce</i>  <i>Group Delta</i> <i>Consultants</i> <i>Ontario, CA</i> <i>Jim Cunneen</i>  <i>Innovative</i> <i>Engineering Group</i> <i>Monterey Park, CA</i> <i>Jerry Lam</i>  <i>Overland, Pacific &amp;</i> <i>Cutler, Inc.</i> <i>Irvine, CA</i> <i>Joey Mendoza</i>  <i>Psomas</i> <i>Riverside, CA</i> <i>Arief Naftali</i>  <i>WRECO</i> <i>Walnut Creek, CA</i> <i>Han-Bin Liange, PhD,</i> <i>PE, QSD/P</i>  <i>David Evans</i>

<b>Item</b>	<b>Contract</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
			<i>Associates, Inc.</i> <i>Ontario, CA</i> <i>Gabriel Rodriguez</i>  <i>Butko Utility Design,</i> <i>Inc.</i> <i>Murrieta, CA</i> <i>Dave Petersen</i>
#F4	Authorize Amendment 3 Contract PLN13-198 Ruben Campos Bus Stop Improvement	<i>David Evans &amp; Associates</i> <i>Ontario, CA</i> <i>Rob Bathke, PE, QSD</i> <i>Project Manager</i>	<i>MTGL, Inc</i> <i>March AFB, CA</i>  <i>BTI, Inc.</i> <i>Anaheim, CA</i>
#F6	Authorize Award Contract MNT16-71 Thirteen Americans with Disabilities Act Certified Paratransit Vehicles	<i>Creative Bus Sales</i> <i>Chino, CA</i> <i>Anthony Matijevitch</i> <i>President</i>	N/A

PSG/JMS

## CONFLICT OF INTEREST FORM

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

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

### BOARD MEMBER INFORMATION

BOARD MEMBER NAME	CITY/COUNTY NAME	MEETING DATE

### CAMPAIGN CONTRIBUTIONS

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

### FINANCIAL INTEREST

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

### SIGNATURE

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

\_\_\_\_\_  
Date

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

**BOARD OF DIRECTORS' MEETING  
MINUTES OF AUGUST 5, 2015**

**A. CALL TO ORDER**

Chairman Sam Spagnolo called the regular meeting of the Omnitrans Board of Directors to order at 8:00 a.m., Wednesday, August 5, 2015, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

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

**BOARD MEMBERS PRESENT**

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

**BOARD MEMBERS NOT PRESENT**

Council Member Penny Lilburn, City of Highland  
Supervisor Robert Lovingood, County of San Bernardino

**OMNITRANS' ADMINISTRATIVE STAFF PRESENT**

P. Scott Graham, CEO/General Manager  
Diane Caldera, Director of Operations  
Jack Dooley, Director of Maintenance  
Marge Ewing, Director of Human Resources, Safety & Security  
Samuel Gibbs, Director of Internal Audits  
Jacob Harms, Director of Information Technology  
Andres Ramirez, IPMO Program Manager  
Jennifer Sims, Director of Procurement  
Don Walker, Director of Finance  
Wendy Williams, Director of Marketing/Planning  
Jeremiah Bryant, Service Planning Manager  
Maurice Mansion, Treasury Manager  
Omar Bryant, Maintenance Manager  
Eugenia Pinheiro, Contracts Manager  
Tim Campbell, Safety & Regulatory Compliance Manager  
Mark Crosby, Security & Emergency Preparedness Coordinator  
Ross Hrinko, Safety & Regulatory Compliance Specialist  
Joanne Cook, Contracts Administrator  
Krystal Turner, Contracts Administrator  
William Valle, Interim Contracts Review Analyst  
Vicki Dennett, Executive Assistant to CEO/General Manager

**LEGAL COUNSEL**

Carol Greene

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Board Meeting: Wednesday, September 2, 2015, 8:00 a.m.  
Omnitrans Metro Facility Board Room

Chairman Sam Spagnolo and CEO/General Manager Scott Graham presented a plaque to Ralph Ligon, commemorating his outstanding work ethic and willingness to go above and beyond the call of duty when performing his job, honoring him as Omnitrans Employee of the Quarter.

**C. COMMUNICATIONS FROM THE PUBLIC**

1. John Anaya Sr., President of Rolling Start, Inc., spoke regarding ADA-accessible bus stops and accessibility throughout the Omnitrans service area. There are some locations without benches or shelters, and he would like to see Omnitrans work with Rolling Start, the County, and the JPA cities to install accessible, lighted stops, particularly those adjacent to centers that are utilized by disabled and senior citizens. Chairman Spagnolo thanked Mr. Anaya and said that CEO/General Manager Scott Graham would be in touch with him soon regarding his concerns and next steps.



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

There were no Conflict of Interest Issues identified.

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

1. Approve Board Minutes – July 1, 2015
2. Receive and File Administrative and Finance Committee Minutes – June 11, 2015
3. Receive and File Affirmative Action Status Report – As of July 15, 2015
4. Receive and File Agency Management Report – Fourth Quarter Fiscal Year 2015
5. Receive and File sbX Construction Progress Report #38 through June 30, 2015 – sbX E Street Corridor BRT Project
6. Receive and File sbX E Street Corridor BRT Project Quarterly Report – June 2015
7. Approve Transfer of Capitalizable Assets Related to the sbX E Street Corridor BRT Project
8. Receive and File Director of Finance Quarterly Report – Forward Fuel Purchases through June 2015
9. Receive and File Draft Report, Fiscal Year 2012-2014 Triennial Performance Audit of Omnitrans
10. Receive and File Key Performance Indicators – 4<sup>th</sup> Quarter Report
11. Press Articles and Letters of Interest to the Board

M/S (Eaton/Yates) that approved the Consent Calendar, except for items 5, 9 & 10. Motion was unanimous by Members present.

Member Rutherford pulled Items 5, 9 and 10 for discussion.

At the conclusion of discussion, M/S (Yates/DeLaRosa) that approved Items 5, 9 and 10; Motion was unanimous by Members present.

Member Ramos arrived at 8:28 a.m.

#### **F. DISCUSSION ITEMS**

1. CEO/General Manager's Report

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

2. Authorize Additional Spend Authority (Bench), Contract MNT14-24(A-C), Towing Services

M/S (Yates/Riddell) that approved additional aggregate spend authority of \$251,005 for bench Contracts MNT14-24A to Statewide Towing & Recovery, Inc., of Riverside, CA; MNT13-24B to Bill and Wag's Towing, Inc., of Ontario, CA; and MNT13-24C to Dietz Towing, Inc., of Ontario, CA, for the provision of towing services for a total aggregate not-to-exceed amount of \$432,505. Motion was passed by Members present, with Member Musser opposing.

3. Authorize Award, Contract MNT15-133, Underground Storage and Above Ground Storage Tank Testing and Repair Services

M/S (Yates/Ramos) that authorized the CEO/General Manager to award Contract MNT15-133 to Wayne Perry, Inc. of Buena Park, CA, for the provision of Underground Storage and Above Ground Storage Tank Testing and Repair Services for the East Valley, West Valley and “I” Street facilities for a three (3) year base period beginning September 1, 2015 through August 31, 2018, in the amount of \$17,448, with the option to exercise two (2) single option years ending August 31, 2020, in the amount of \$3,781 for each single option year, for a total amount of \$25,010, plus up to an additional \$84,594 for as needed parts and repairs for a total not-to-exceed amount of \$109,604. Motion was unanimous by Members present.

4. De-obligate and Re-obligate Federal Transit Administration and State Transit Assistance Funds and Authorize Award, Contract MNT15-162, Carpet Replacement and Installation

M/S (Eaton/Yates) that authorized the CEO/General Manager to de-obligate \$23,743 of Federal Transit Administration (FTA) funds and \$5,598 of State Transit Assistance (STA) funds as shown in the Funding Source section, and re-obligate these funds to the Carpet Replacement and Installation project; and that authorized the CEO/General Manager to award Contract MNT15-162 to New Dynasty Construction Company of Tustin, CA, for the provision of Carpet Replacement and Installation for a one-time purchase, in the amount of \$139,770, plus 3.27% for Cost Allocation Plan (CAP) in the amount of \$4,571, for a total not-to-exceed amount of \$144,341. Motion was unanimous by Members present.

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

There is no Public Hearing scheduled.

#### **I. REMARKS AND ANNOUNCEMENTS**

Chairman Spagnolo announced that Member Roberts would be taking over chairmanship of the Operations and Safety Committee.

Meeting closed in memory of Linda Buckley, Omnitrans Coach Operator, who passed away.

Adjourned to Closed Session at 8:38 a.m.

#### **H. BOARD BUSINESS**

1. Conference with Legal Counsel, Significant Exposure to Litigation pursuant to Government Code Section 54956.9(b)(3)(A) – One Case

Open Session reconvened at 9:02 a.m. Chairman Spagnolo announced that there was no reportable action.

**J. ADJOURNMENT**

The Board adjourned at 9:02 a.m. The next regular meeting is scheduled Wednesday, September 2, 2015, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

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Christine Vega, Administrative Secretary

ITEM # E2

**EXECUTIVE COMMITTEE MEETING  
MINUTES  
JUNE 5, 2015**

**A. CALL TO ORDER**

The Executive Committee Meeting was called to order by Chairman Alan Wapner at 9:35 a.m., Friday, June 5, 2015.

**COMMITTEE MEMBERS ATTENDING**

Mayor Pro Tem Alan Wapner, Board Chairman  
Mayor Pro Tem Sam Spagnolo, Vice Chairman  
Council Member Ed Graham, City of Chino Hills – via Teleconference  
Council Member Penny Lilburn, City of Highland  
Council Member Dick Riddell, City of Yucaipa

**OTHER BOARD MEMBERS ATTENDING**

Council Member Ron Dailey, City of Loma Linda

**OMNITRANS STAFF ATTENDING**

P. Scott Graham, CEO/General Manager  
Vicki Dennett, Executive Assistant to CEO/General Manager

**B. ANNOUNCEMENTS/PRESENTATIONS**

Next Committee Meeting: Tuesday, July 7, 2015, 9:00 a.m.  
Omnitrans Metro Facility

**C. COMMUNICATIONS FROM THE PUBLIC**

There were no communications from the public.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no Conflict of Interest Issues.

## E. DISCUSSION ITEMS

### 1. Approve Executive Committee Minutes – April 3, 2015

M/S (Spagnolo/Lilburn) that approved the Executive Committee Minutes of April 3, 2015. Roll call vote taken and was unanimous by all Members present.

### 2. Review Proposed Changes to Joint Powers Agreement, Propose Additional Changes and Recommend Changes be forwarded to Board Policy Committees for Review and Input

Carol Greene said what has been done previously have been amendments, but the JPA has never been completely revamped. An amended and restated JPA would annotate all the changes, and would be signed by all the member agencies and become the governing document. Do we still want to be governed by the JPA, or would we rather become a different entity such as a Transportation District? This would be a time-consuming process, having to go through LAFCO. The general consensus was to go forward with amending the JPA, and look at governance changes in the future. Considerations for changing to a Transportation District would include going through an election in order to impose taxes. There may be some additional requirements such as continuation of services; Carol would have to look into that.

Carol went over the red-lined passages. She discussed a previous matter where a member was indicted on criminal charges, thus placing the agency's federal funding in jeopardy. Members questioned why we include the First District Supervisor when Omnitrans doesn't operate in the First District? That Supervisor sits on the VVTA Board, but there is no conflict between that agency and ours; all transportation agencies within the county fall under SANBAG's funding umbrella. Traditionally the alternates on VVTA are non-elected, and usually a member of the Supervisor's staff. If we lower our requirement from five to four supervisors, then the First District Supervisor could serve as an alternate to any one of the four.

Deletion of the weighted vote language was discussed. Alternates to the Omnitrans Board are allowed to vote (at SANBAG, alternates are not allowed to vote).

Regular Meetings--At SANBAG, committee meetings go dark in July; the Board goes dark in August. No changes are recommended.

Powers—The general statutory requirements governing County shall replace City.

Financial Support—Do we want to go under a general law city, the City of San Bernardino, or County of San Bernardino? We'll most likely change from City to County of San Bernardino.

CEO/General Manager—The position title in the JPA recommended to remain General Manager; the Board could still retain title CEO/General Manager in the personnel contract.

Treasurer—Does not have to be defined in the JPA (the Controller does, however).

Getting Started—This entire section is deleted.

Additional Parties—Section 2 is deleted.

Term—new date will be added.

Withdrawal of Party—Will be changed as recommended.

Winding Up—We have to have a windup dissolution procedure. Carol will look into some alternatives because the current language is outdated.

The JPA with recommended changes meets the legal requirements, and Chair Wapner said he is interested in having it meet broad, minimum legal requirements, so that the Board retains the power to enact new policy when necessary.

All the attachments regarding personnel and equipment, etc. will be deleted. And signatories will all be updated; each city will have to agendize the revised JPA, and it has to be adopted unanimously. Legal Counsel will incorporate recommended changes with the revisions presented to the Executive Committee at a future meeting. Beforehand, all cities should have input prior to agendizing it for adoption.

#### **F. BOARD BUSINESS**

There is no Closed Session item scheduled.

#### **G. REMARKS AND ANNOUNCEMENTS**

There were no Remarks or Announcements.

#### **H. ADJOURNMENT**

The Executive Committee adjourned at 10:43 a.m. The next Executive Committee Meeting is scheduled Tuesday, July 7, 2015, at 9:00 a.m., with location posted on the Omnitrans website and at the Omnitrans San Bernardino Metro Facility.

Prepared by:

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Christine Vega, Administrative Secretary

ITEM #           E3          

**EXECUTIVE COMMITTEE MEETING  
MINUTES  
JUNE 23, 2015**

**A. CALL TO ORDER**

The Executive Committee Meeting was called to order by Vice Chairman Sam Spagnolo at 9:02 a.m., Tuesday, June 23, 2015.

**COMMITTEE MEMBERS ATTENDING**

Mayor Pro Tem Alan Wapner, Board Chairman – via Teleconference  
Mayor Pro Tem Sam Spagnolo, Vice Chairman  
Council Member Ed Graham, City of Chino Hills – via Teleconference  
Council Member Penny Lilburn, City of Highland  
Council Member Dick Riddell, City of Yucaipa

**OTHER BOARD MEMBERS ATTENDING**

Council Member Ron Dailey, City of Loma Linda

**OMNITRANS STAFF ATTENDING**

P. Scott Graham, CEO/General Manager  
Vicki Dennett, Executive Assistant to CEO/General Manager

**OTHERS ATTENDING**

Beth Kranda, VTrans  
Phil McGuire, Innovative Paradigms  
Kimberly Perez, VTrans  
Dave Sheasby, City of Ontario  
Andrea Zureick, SANBAG

**B. ANNOUNCEMENTS/PRESENTATIONS**

Next Committee Meeting:           Tuesday, July 7, 2015, 9:00 a.m.  
  OmniTrans Metro Facility

**C. COMMUNICATIONS FROM THE PUBLIC**

There were no communications from the public.

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

There were no Conflict of Interest Issues.

#### **E. DISCUSSION ITEMS**

1. Transition Plan and Financial Analysis regarding Designation as the Consolidated Transportation Services Agency (CTSA) and submit to SANBAG

CEO/General Manager Scott Graham presented the proposed Transition Plan and Financial Analysis prepared in response to the SANBAG Board of Directors request to do so by September 1, 2015. The proposed plan was developed in advance of the Omnitrans Board of Directors' approval to do so as SANBAG is dark in August, and by getting the information to the Omnitrans Board of Directors in July, it would provide time to make any adjustments directed by the Board prior to presenting to SANBAG by its September 1<sup>st</sup> deadline.

The presentation included an overview of the Travel Training Program, the Transportation Reimbursement Escort Program (TREP), provided by driver volunteers and how the funds for TREP are passed from Omnitrans to VTrans, as well as touched on future expansion opportunities contained in VTrans' Five Year Business Plan (Fiscal Year 2015-2016 through 2019-2020) that included purchasing land, taking over community routes, hiring Coach Operators, etc.

Member Lilburn arrived at 9:09 a.m.

A review of the Financial Analysis of VTrans showed that 53% or \$1.2M of \$2.3M of Measure I funds are spent on administrative costs compared to a projected 28% or \$663,780 if Omnitrans were to become the CTSA. Omnitrans' proposed structure would add a Special Services Department and would include several of the same positions, to include the Maintenance facility and Maintenance staff in the short term; however Omnitrans would research other options such as providing a bay at the "I" Street facility for maintenance of the community route vehicles or contracting with the paratransit provider to maintain the vehicles.

Board Chair Wapner requested that the report be revised prior to being presented to the Board to include Omnitrans' plan for the \$5M reserve at VTrans, as well as more specificity about what will be done with the projected \$600,000 savings (i.e. Funds put back into services). Member Lilburn also suggested that Omnitrans ensure that insurance (Workers' Comp, Liability) costs are included in VTrans' proposed costs, if not already accounted for.

As a non-SANBAG member, Member Dailey asked whether Omnitrans was clear on SANBAG's purpose and whether the plan provides the desired outcome as the form motion is a bit vague.



CEO/General Manager explained that the plan takes a broad brush to illustrate how VTrans could be incorporated into Omnitrans and the cost savings by providing the same services under one umbrella. If Omnitrans were to become the CTSA, it would be important for Omnitrans to establish and continue to build upon the relationship that Vtrans' has built with the community and continue with the same passion. The issue is how best to serve the clients and that won't change if Omnitrans were designated as the CTSA. This is not about egos; it is about the best use of dollars and how best to coordinate the service that best suits the clients' needs.

Member Lilburn indicated that Omnitrans has been put in the middle between SANBAG and VTrans and explained that the elected officials want to ensure that the Measure I funds are being spent wisely.

The Committee touched briefly on other CTSA models, including the Riverside Transit Agency's Travel Training Program. Member Riddell inquired about the outcome of looking into the Riverside Transit Agency's Travel Training Program and whether Omnitrans could develop a similar program. Also discussed was whether VTrans' drivers and mechanics would become part of the Union.

CEO/General Manager Graham explained that VTrans uses volunteers to transport clients on the community routes and reimburses the volunteers for mileage; however, if the shuttles are provided by Operators rather than volunteers, the Union would have a role.

Member Riddell also asked about Vtrans' operating area. Ms. Kranda stated that it was the entire valley, including rural areas. As it relates to Measure I, she stated it is the entire valley.

Member Lilburn commented about the 53% of Measure I funds being spent on administrative costs, as coming from a non-profit agency herself, that dollars spent are to be watched carefully. She would like clarification from VTrans. Mr. McGuire confirmed that clarification would be provided.

Andrea Zureick stated that SANBAG's purpose for the request is to ensure that funds are being used as efficiently as possible, to ensure that Omnitrans understands the purpose of the CTSA and would be able to provide the same types of services, and if it were to be combined under one umbrella, whether it would benefit the system overall. Ms. Zureick further explained that, in 2010, 2% of the Valley's Measure I funds were earmarked for the CTSA. Further, the resolution that established the CTSA stipulated that a review would be completed in Fiscal Year 2015 to ensure that the funds were being spent as efficiently as possible, which is why the review is being done now. If there is a way to do it better, this is the time to do it.

Vice Chair Spagnolo stated that Omnitrans has prepared this information for consideration by the Omnitrans Board of Directors on July 1, which will allow time for any changes recommended by the Omnitrans Board to be incorporated and presented to SANBAG by its September 1 deadline.

Member Dailey asked about the potential risks to Omnitrans in becoming the CTSA.

CEO/General Manager Graham emphasized that, if the CTSA designation is approved, it is important for those providing the service have a passion for department would report to me or Deputy GM, so somplete eye on it. Community has to have confidence in Omnitrans. The service was already built; would like VTrans come over and say we want the tools, we want the clients have more flexibility and be better served. Need to take a step back and look at the clients.

Committee Chair Spagnolo thanked Ms. Zureick for the background she provided on the history of the CTSA and once we move forward, if the direction is given to move forward, it will give a lot of opportunity to Scott to address the clients and no scare tactics reassure them that their programs will not go away, but will only improve.

M/S (Riddell/Lilburn) that recommended the Board of Directors authorize the CEO/General Manager to prepare a transition plan and financial analysis regarding designation as the Consolidated Transportation Services Agency (CTSA) in the San Bernardino Valley subarea, as approved by the SANBAG Board of Directors at its June 3, 2015, meeting, and authorization the CEO/General Manager to submit the proposed plan to SANBAG by the September 1, 2015, deadline.

#### **F. BOARD BUSINESS**

There is no Closed Session item scheduled.

#### **G. REMARKS AND ANNOUNCEMENTS**

There were no Remarks or Announcements.

#### **H. ADJOURNMENT**

The Executive Committee adjourned at 9:49 a.m. The next Executive Committee Meeting is scheduled Tuesday, July 7, 2015, at 9:00 a.m., with location posted on the Omnitrans website and at the Omnitrans San Bernardino Metro Facility.

Prepared by:

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Vicki Dennett, Executive Assistant to CEO/General Manager

ITEM # \_\_\_\_\_ E4 \_\_\_\_\_

**ADMINISTRATIVE & FINANCE COMMITTEE  
MINUTES, JULY 9, 2015**

**A. CALL TO ORDER**

Committee Chair Ed Graham called the regular meeting of the Administrative and Finance Committee to order at 8:00 a.m., Thursday, July 9, 2015.

1. Pledge of Allegiance
2. Roll Call

**Committee Members Present**

Council Member Ed Graham, City of Chino Hills – Committee Chair  
Mayor Paul Eaton, City of Montclair  
Council Member Pat Gilbreath, City of Redlands  
Mayor Ray Musser, City of Upland  
Council Member Dick Riddell, City of Yucaipa  
Council Member John Roberts, City of Fontana  
Mayor Pro Tem Sylvia Robles, City of Grand Terrace  
Mayor Pro Tem Alan Wapner, City of Ontario – via Teleconference

**Committee Members Not Present**

Mayor Carey Davis, City of San Bernardino  
Supervisor Curt Hagman, County of San Bernardino

**OmniTrans Administrative Staff Present**

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

**B. ANNOUNCEMENTS/PRESENTATIONS**

The next Committee Meeting is scheduled Thursday, August 13, 2015, at 8:00 a.m.

**C. COMMUNICATIONS FROM THE PUBLIC**

There were no comments from the public.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no conflict of interest issues identified.

**E. DISCUSSION ITEMS**

1. Approve Administrative & Finance Committee Minutes – June 11, 2015

M/S (Eaton/Musser) that approved the Committee Minutes of June 11, 2015. Motion was unanimous by Members present.

2. Recommend to Board of Directors, Receive and File Construction Progress Report No. 38 through June 30, 2015 - sbX E Street Corridor BRT Project

IPMO Program Manager Andres Ramirez presented the Construction Progress Report No. 38 for the period through June 30, 2015.

Expenditures to date total \$174.8M; estimate at completion remains at \$188.7M. Currently working on VMF punch list items.

The Green Line – Contractual punch list repairs are complete, and work is being negotiated with the contractor for final corridor modification items for City acceptance. Property turn over to the City complete. Pricing of corridor modifications is underway. The change order is included within the budget.

The 10<sup>th</sup> Street to Highland Pavement Rehabilitation – Approval received from FTA and contract executed. First pre-construction meeting was held June 15. Groundbreaking and construction will begin upon receipt of confirmation.

Traffic signal synchronization continues; phase 1 completion is expected next week.

E Street Corridor

The change order mentioned in the report is included in the budget and won't result in additional costs.

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

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

June was the tenth month of the year-long hedging program. For the month of June we recorded a loss of \$16,575, and a total loss for the first ten months of \$95,670. However, reduced cost of CNG on the spot market has provided a below budget savings of \$315,992 in CNG fuel cost for FY2015. Director of Finance Don Walker's recommendation whether to continue with the hedging program will be forthcoming along with a summary performance report at the next Admin. & Finance Committee Meeting. The CFO at the RTA wouldn't allow their Board to participate in the hedging program, so Don believes Omnitrans is a pioneer in this endeavor regionally.

This item was received and filed by the Committee.

4. Recommend the Board of Directors Receive and File Draft Report, Fiscal Year 2012-2014 Triennial Performance Audit of Omnitrans

Internal Audit Director Samuel Gibbs reviewed the draft report. Did we get a management letter from the auditors? No, because there are no deficiencies identified, but certainly if one is issued it will be made available to the Board.

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

5. Recommend the Board of Directors Approve the Transfer of Capitalizable Assets Related to the sbX E Street Corridor BRT Project

IPMO Manager Andres Ramirez discussed the proposed transfer of \$72M+ in assets to the City of San Bernardino. Is it customary to back-date the project to February? Once we hit revenue service, we targeted the February 28 date. Why couldn't we change to June 30 and still be within the fiscal year? Treasury Manager Maurice Mansion explained that was the cleanest date where those capitalizable assets were available, which is why that date was chosen.

M/S (Gilbreath/Roberts) that recommended the Board of Directors approve the transfer to the City of San Bernardino of capitalizable assets related to the sbX E Street Corridor Project through February 28, 2015, valued at \$72,050,046.18. Roll call vote taken, and motion was unanimous by Members present.

Member Riddell asked if and when we go on natural gas it will be easier to budget, correct? Yes, it will be much easier, and wouldn't be so volatile.

**F. ADJOURNMENT**

The Administrative and Finance Committee meeting adjourned at 8:17 a.m. The next Administrative and Finance Committee Meeting is scheduled Thursday, August 13, 2015, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

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Christine Vega, Administrative Secretary

ITEM # \_\_\_\_\_ E5 \_\_\_\_\_

**DATE:** September 2, 2015

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

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

**FROM:** Andres Ramirez, Program Manager

**SUBJECT: CONSTRUCTION PROGRESS REPORT NO. 39 THROUGH  
JULY 31, 2015 – sbX E STREET CORRIDOR BRT PROJECT**

Receive and file Construction Progress Report No. 39 for the sbX E Street Corridor BRT Project through July 31, 2015.

*This item was reviewed by the Administrative and Finance Committee at its August 13, 2015, meeting, and recommended for receipt and file.*

### **BACKGROUND**

This is Construction Progress Report No. 39 for the sbX E Street Corridor Project.

### **CONCLUSION**

Receive and file Construction Progress Report No.39 for the sbX E Street Corridor BRT Project through July 31, 2015.

PSG:AR

Attachment

**sbX E Street Corridor  
Bus Rapid Transit (BRT) Project  
Construction Progress Report No. 39**

**July 31, 2015**

**Prepared By:**

**Omnitrans  
Integrated Project Management Office**

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

Contractor Contract No.: IPMO11-5

Omnitrans Program Manager: Andres Ramirez





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- I. Project Status Summary
  - A. Project Description
  - B. Summary Status Update
- II. Project Schedule
  - A. Summary of Project Schedule – Vehicle Maintenance Facility (VMF)
- III. RFIs, Submittals, and Non-Conformance Reports
  - A. Vehicle Maintenance Facility (VMF)
- IV. Safety
- V. Project Budget and Cost
- VI. Change Orders and Claims
  - A. VMF Change Orders

## I. PROJECT STATUS SUMMARY

### A. Project Description

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

The project consists mainly of three components, the E Street Corridor, the purchase of 60' articulated buses, and the modifications to the Vehicle Maintenance Facility. All three of these components have achieved substantial completion.

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

### B. Summary Status Update

#### E Street Corridor:

##### City of San Bernardino Final Acceptance:

- Pricing and negotiations continue with the contractor.
- Work is projected to be completed by September 2015.

##### 10<sup>th</sup> to Highland:

- Work has been approved by the FTA and the contract executed with the contractor.
- Issuance of NTP pending commitment letter from the City of San Bernardino.

##### PA System:

- Design continues.

##### Traffic Signal Synchronization

- Efforts nearing completion. 6 intersections remain to be implemented.

#### Vehicle Maintenance Facility:

##### Maintenance Building A:

- Close-out documentation continues.

##### Bus Wash Facility Building B:

- Substantial Completion achieved.
- Punch list items being corrected.
- Close-out documentation started.

##### Vacuum and Fuel Facility Building C:

- Substantial Completion achieved.
- Punch list items being corrected.
- Close-out documentation started.

##### Back-Up Generator E / Sitework:

- Complete.

## II. PROJECT SCHEDULE

The corridor work associated with the construction project is complete and revenue service was achieved as planned. Final City Acceptance work is being negotiated and is planned to be completed by September 2015. Following is the schedule status update as it pertains to the VMF:

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

Substantial completion was achieved on June 15, 2015 and the facility was placed into operation. Punch list work continues and close out efforts are ongoing. It is expected that these items will be completed by August 2015.

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

### Vehicle Maintenance Facility (VMF)

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

Total RFIs – 259

Total Open – 0

Total Submittals – 432

Total Open – 0

Total NCRs – 20

Total Open – 5

## IV. SAFETY

The project team considers safety to be the utmost priority. As such, the entire project team works towards a “no-lost time” goal on a daily basis.

VMF - As of June 15, 2015 there have been 63,582 “no-lost time” hours.

## V. PROJECT BUDGET AND COST

### TOTAL PROGRAM BUDGET

#### BUDGET AS OF June 30, 2015

Approved Budget \$191,706,000

Cost to Date \$174,974,749

Estimate to Complete \$ 13,566,744

Estimate at Completion \$188,541,493

### VMF CORRIDOR PROJECT COSTS - AS OF June 30, 2015

	CURRENT AUTHORIZED	CURRENT INVOICES PAID	REMAINING CONTRACT BALANCE
STV Inc.	\$2,057,929	\$1,828,389	\$229,540
USS Cal Builders	\$15,293,509	\$13,908,635	\$1,384,874
Total	\$17,351,438	\$15,737,024	\$1,614,414

### VMF CONTRACT TIME

Activity	Days	Date
Notice to Proceed		12/10/12
Calendar Days per Original Contract	425	02/08/14
CCO Time Extension to Date	241	10/7/14
Negotiated Time Extension	267	6/30/15
Total Revised Contractual Time	933	6/30/15
Calendar Days Completed as of June 30, 2015	933	
Remaining Completion Days as of June 30, 2015	0	
Forecasted Final Completion as June 30, 2015		8/31/15
Percent Time Elapsed	100%	

### CHANGE ORDERS

#### VMF CONTRACT CHANGE ORDERS - As of June 30, 2015

Change Order Status	Amount
Approved Change Orders	\$3,981,778
Pending / Potential Change Orders	\$278,282
Trends / Risks	\$295,000
<b>Total</b>	<b>\$4,555,060</b>

Budget By Contract Packages 30-Jun-2015					( Contract Award + Approved Changes)				(Approved Current Budget- Committed)		Forecast <i>Potential Uses of Contingency</i>		
					% of Approved Current Budget	Contracts Awarded	Approved Changes	Committed	Expenditure Authorization Remaining	Remaining Contingency	Pending Commitments/ Potential Changes	Trends/Risks	Estimate At Completion
PCGA	Budget	Approved Current Budget	Authorized for Expenditure	Expended to Date									
BRT Construction													
Griffith/Comet JV	90,780,000	84,637,000	87,760,263	79,600,695	94.4%	64,937,853	14,728,090	79,665,943	8,094,320	4,971,057	1,100,000	-	80,765,943
Art			68,000	68,000		68,000	-	68,000	-	(68,000)	-	-	68,000
Other Direct Payments			48,401	142,789		142,789	-	142,789	(94,388)	(142,789)	-	-	142,789
Delineators				89,943		89,943	-	89,943	(89,943)	(89,943)	-	-	89,943
PA System				-		-	-	-	-	-	425,000	-	425,000
Miscellaneous Work				-		17,500	-	17,500	(17,500)	(17,500)	400,000	-	417,500
BRT Design													
Parsons	19,193,400	17,849,400	18,097,876	16,874,281	94.6%	14,706,229	3,463,591	18,169,819	(71,943)	(320,419)	(1,098,058)	-	17,071,761
PA System				9,750		83,000	-	83,000	(83,000)	(83,000)	8,300	-	91,300
Miscellaneous Work				-		-	-	-	-	-	-	100,000	100,000
VMF Construction - USS Cal Builders	5,370,000	8,131,000	14,498,152	14,009,459	172.3%	10,843,098	3,981,778	14,824,876	(326,724)	(6,693,876)	288,282	295,000	15,408,158
VMF Design													
STV	1,007,600	1,007,600	1,418,132	1,828,389	183.3%	951,029	1,048,727	1,999,756	(581,624)	(992,156)	58,173	-	2,057,929
Carlin Environmental			27,800	18,380		10,000	9,800	19,800	8,000	(19,800)	-	-	19,800
Vehicles Design & Manufacturing-N.F.	16,628,000	16,628,000	15,978,093	15,161,979	92.2%	15,483,572	325,110	15,808,682	169,411	819,318	38,000	-	15,846,682
Other Vehicle Equipment			318,853	173,484		318,853	-	318,853	-	(318,853)	75,000	-	393,853
ROW Acquisition Services-SANBAG	6,532,000	10,357,000	11,738,400	11,146,156	107.6%	10,971,135	767,265	11,738,400	-	(1,381,400)	-	-	11,738,400
3rd Party Utilities Design & Reloc.		1,003,000	1,157,223	949,441	94.7%	1,106,117	-	1,106,117	51,106	(103,117)	20,000	-	1,126,117
Project Admin. And Management													
Jacobs	6,638,000	6,632,000	11,852,647	12,747,590	192.2%	3,898,769	9,007,226	12,905,995	(1,053,348)	(6,273,995)	191,334	-	13,097,329
Other													
IPMO	17,624,000	15,012,450	14,722,701	13,394,575	89.2%	15,172,701	-	15,172,701	(450,000)	(160,251)	(300,000)	-	14,872,701
Insurance	1,113,000	1,112,000	500,000	-	0.0%	500,000	-	500,000	-	612,000	(500,000)	-	-
Legal-BB&K, County	2,525,450	1,000,000	1,000,000	358,600	35.9%	1,000,000	-	1,000,000	-	-	-	-	1,000,000
In Kind Contributions	8,080,550	8,080,550	8,080,550	8,401,239	104.0%	8,401,239	-	8,401,239	(320,689)	(320,689)	-	-	8,401,239
Survey	1,464,000	1,463,000	464,000	-	0.0%	25,000	-	25,000	439,000	1,438,000	-	-	25,000
Start-Up	720,000	720,000	700,000	-	0.0%	700,000	-	700,000	-	20,000	-	-	700,000
Sub-Total	177,676,000	173,633,000	188,431,091	174,974,749	100.8%	149,426,826	33,331,587	182,758,413	5,672,678	(9,125,413)	706,031	395,000	183,859,443
Unallocated Contingency	14,030,000	18,073,000	4,571,647					9,125,413		8,947,587			7,846,557
10th to Highland Projected Costs			4,682,050	-					4,682,050	-	4,632,050	50,000	4,682,050
Remaining Unallocated Contingency													3,164,507
Total	191,706,000	191,706,000	188,541,493	174,974,749	91.3%								191,706,000



PROJECT COSTS BY SCC

IPMO/sbX Project Costs  
Through 30-Jun-2015

Standard Cost Category  (SCC)	Description		Budget Authority (PCGA)	Approved Current Budget	Allocated Contingency	Revised Budget	Expenditures		Remaining Budget	Committed		Estimate to Complete (Pending/Potential/ Trends/Risks)	Estimate at Completion
			\$				\$	%		Contract Amt.	Change Orders		
10	GUIDEWAY & TRACK ELEMENTS		\$ 17,984,000	\$ 19,725,000	\$ (1,720,176)	\$ 18,004,824	\$ 18,414,410	93.4%	\$ (409,586)	\$ 14,422,644	\$ 3,240,180	\$ 342,000	\$ 18,004,824
10.02	Guideway: At-grade semi-exclusive (allows cross-traffic)	0.2	\$ 16,686,000	\$ 18,353,000	\$ (2,067,711)	\$ 16,285,289	\$ 16,469,696	89.7%	\$ (184,407)	\$ 13,119,671	\$ 2,945,618	\$ 220,000	\$ 16,285,289
10.03	Guideway: At-grade in mixed traffic	0.02	\$ 1,298,000	\$ 1,372,000	\$ 347,535	\$ 1,719,535	\$ 1,944,714	141.7%	\$ (225,179)	\$ 1,302,973	\$ 294,562	\$ 122,000	\$ 1,719,535
20	STATIONS, STOPS, TERMINALS, INTERMODAL		\$ 17,201,000	\$ 14,917,000	\$ (41,188)	\$ 14,875,812	\$ 14,151,023	94.9%	\$ 724,788	\$ 11,726,755	\$ 2,651,056	\$ 498,000	\$ 14,875,812
20.01	At-grade station, stop, shelter, mall, terminal, platform	0.18	\$ 17,201,000	\$ 14,917,000	\$ (41,188)	\$ 14,875,812	\$ 14,151,023	94.9%	\$ 724,788	\$ 11,726,755	\$ 2,651,056	\$ 498,000	\$ 14,875,812
30	SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS		\$ 5,370,000	\$ 8,131,000	\$ 7,277,158	\$ 15,408,158	\$ 14,009,459	172.3%	\$ 1,398,699	\$ 10,843,098	\$ 3,981,778	\$ 583,282	\$ 15,408,158
30.02	Light Maintenance Facility	0.83	\$ 1,265,000	\$ 4,265,000	\$ 8,523,771	\$ 12,788,771	\$ 11,669,988	273.6%	\$ 1,118,784	\$ 8,999,771	\$ 3,304,876	\$ 484,124	\$ 12,788,771
30.05	Yard and Yard Track	0.17	\$ 4,105,000	\$ 3,866,000	\$ (1,246,613)	\$ 2,619,387	\$ 2,339,471	60.5%	\$ 279,915	\$ 1,843,327	\$ 676,902	\$ 99,158	\$ 2,619,387
40	SITEWORK & SPECIAL CONDITIONS		\$ 35,611,000	\$ 34,271,000	\$ (5,612,794)	\$ 28,658,206	\$ 27,630,955	80.6%	\$ 1,027,251	\$ 23,256,655	\$ 5,007,551	\$ 394,000	\$ 28,658,206
40.01	Demolition, Clearing, Earthwork	0.01	\$ 4,785,000	\$ 4,741,000	\$ (3,931,233)	\$ 809,767	\$ 440,613	9.3%	\$ 369,154	\$ 651,486	\$ 147,281	\$ 11,000	\$ 809,767
40.02	Site Utilities, Utility Relocation	0.11	\$ 4,745,000	\$ 3,493,000	\$ 5,414,440	\$ 8,907,440	\$ 8,957,378	256.4%	\$ (49,937)	\$ 7,166,351	\$ 1,620,090	\$ 121,000	\$ 8,907,440
40.02	Utility Relocation - Utility Company	1	\$ 1,500,000	\$ 1,500,000	\$ (373,883)	\$ 1,126,117	\$ 949,441	63.3%	\$ 176,676	\$ 1,106,117	\$ -	\$ 20,000	\$ 1,126,117
40.05	Site structures including retaining walls, sound walls	0.01	\$ 99,000	\$ 90,000	\$ 719,767	\$ 809,767	\$ 447,545	497.3%	\$ 362,222	\$ 651,486	\$ 147,281	\$ 11,000	\$ 809,767
40.06	Pedestrian / bike access and accommodation, landscaping	0.05	\$ 6,312,000	\$ 6,925,000	\$ (2,876,163)	\$ 4,048,837	\$ 4,107,505	59.3%	\$ (58,669)	\$ 3,257,432	\$ 736,405	\$ 55,000	\$ 4,048,837
40.07	Automobile, bus, van accessways including roads, parking lots	0.05	\$ 6,972,000	\$ 3,601,000	\$ 447,837	\$ 4,048,837	\$ 4,157,392	115.5%	\$ (108,555)	\$ 3,257,432	\$ 736,405	\$ 55,000	\$ 4,048,837
40.08	Temporary Facilities and other indirect costs during construction	0.11	\$ 11,198,000	\$ 13,921,000	\$ (5,013,560)	\$ 8,907,440	\$ 8,571,081	61.6%	\$ 336,360	\$ 7,166,351	\$ 1,620,090	\$ 121,000	\$ 8,907,440
50	SYSTEMS		\$ 19,984,000	\$ 16,727,000	\$ 4,769,450	\$ 21,496,450	\$ 20,654,479	123.5%	\$ 841,972	\$ 16,956,147	\$ 3,829,303	\$ 711,000	\$ 21,496,450
50.02	Traffic signals and crossing protection	0.08	\$ 11,386,000	\$ 10,810,000	\$ (4,331,861)	\$ 6,478,139	\$ 6,630,714	61.3%	\$ (152,576)	\$ 5,211,891	\$ 1,178,247	\$ 88,000	\$ 6,478,139
50.05	Communications	0.11	\$ 6,294,000	\$ 4,210,000	\$ 5,139,940	\$ 9,349,940	\$ 8,428,264	200.2%	\$ 921,677	\$ 7,183,851	\$ 1,620,090	\$ 546,000	\$ 9,349,940
50.06	Fare collection system and equipment	0.07	\$ 2,304,000	\$ 1,707,000	\$ 3,961,371	\$ 5,668,371	\$ 5,595,500	327.8%	\$ 72,871	\$ 4,560,405	\$ 1,030,966	\$ 77,000	\$ 5,668,371
	Construction Subtotal (10-50)		\$ 96,150,000	\$ 93,771,000	\$ 4,672,450	\$ 98,443,450	\$ 94,860,325	101.2%	\$ 3,583,124	\$ 77,205,299	\$ 18,709,868	\$ 2,528,282	\$ 98,443,450
60	ROW, LAND, EXISTING IMPROVEMENTS		\$ 6,532,000	\$ 6,532,000	\$ 267,265	\$ 6,799,265	\$ 6,115,375	93.6%	\$ 683,890	\$ 6,032,000	\$ 767,265	\$ -	\$ 6,799,265
60.01	Purchase or lease of real estate	0.97	\$ 6,327,000	\$ 6,327,000	\$ 267,265	\$ 6,594,265	\$ 5,950,445	94.0%	\$ 643,820	\$ 5,827,000	\$ 767,265	\$ -	\$ 6,594,265
60.02	Relocation of existing households and businesses	0.03	\$ 205,000	\$ 205,000	\$ -	\$ 205,000	\$ 164,930	80.5%	\$ 40,070	\$ 205,000	\$ -	\$ -	\$ 205,000
70	VEHICLES		\$ 16,628,000	\$ 16,628,000	\$ (387,465)	\$ 16,240,535	\$ 15,335,463	92.2%	\$ 905,072	\$ 15,802,425	\$ 325,110	\$ 113,000	\$ 16,240,535
70.04	Bus	1	\$ 15,448,000	\$ 15,448,000	\$ 398,682	\$ 15,846,682	\$ 15,161,979	98.1%	\$ 684,703	\$ 15,483,572	\$ 325,110	\$ 38,000	\$ 15,846,682
70.06	Non-revenue vehicles	1	\$ 250,000	\$ 250,000	\$ (250,000)	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
70.07	Spare parts	1	\$ 930,000	\$ 930,000	\$ (536,147)	\$ 393,853	\$ 173,484	18.7%	\$ 220,369	\$ 318,853	\$ -	\$ 75,000	\$ 393,853
80	PROFESSIONAL SERVICES		\$ 58,365,000	\$ 56,702,000	\$ 5,674,194	\$ 62,376,194	\$ 58,663,585	103.5%	\$ 3,712,609	\$ 50,387,102	\$ 13,529,344	\$ (1,540,251)	\$ 62,376,194
80.01	Preliminary Engineering	0.63	\$ 12,933,000	\$ 12,921,000	\$ (736,302)	\$ 12,184,698	\$ 12,876,525	99.7%	\$ (691,827)	\$ 9,922,662	\$ 2,848,934	\$ (586,899)	\$ 12,184,698
80.02	Final Design	0.37	\$ 7,268,000	\$ 7,261,000	\$ 1,684,227	\$ 8,945,227	\$ 7,590,445	104.5%	\$ 1,354,822	\$ 7,616,730	\$ 1,673,183	\$ (344,686)	\$ 8,945,227
80.03	Project Management for Design and Construction	1	\$ 17,622,000	\$ 15,997,000	\$ (1,124,299)	\$ 14,872,701	\$ 13,394,575	83.7%	\$ 1,478,126	\$ 15,172,701	\$ -	\$ (300,000)	\$ 14,872,701
80.04	Construction Administration & Management	1	\$ 6,638,000	\$ 6,632,000	\$ 6,465,329	\$ 13,097,329	\$ 12,747,590	192.2%	\$ 349,739	\$ 3,898,769	\$ 9,007,226	\$ 191,334	\$ 13,097,329
80.05	Professional Liability and other Non-Construction Insurance	1	\$ 1,113,000	\$ 1,112,000	\$ (1,112,000)	\$ -	\$ -	0.0%	\$ -	\$ 500,000	\$ -	\$ (500,000)	\$ -
80.06	Legal, Permits; Review Fees by other agencies, cities, etc.	1	\$ 1,000,000	\$ 1,000,000	\$ 3,150,000	\$ 4,150,000	\$ 3,653,211	365.3%	\$ 496,789	\$ 4,150,000	\$ -	\$ -	\$ 4,150,000
80.06	In-Kind Contributions		\$ 9,606,000	\$ 9,596,000	\$ (1,194,761)	\$ 8,401,239	\$ 8,401,239	87.5%	\$ -	\$ 8,401,239	\$ -	\$ -	\$ 8,401,239
80.07	Surveys, Testing, Investigation, Inspection	1	\$ 1,464,000	\$ 1,463,000	\$ (1,438,000)	\$ 25,000	\$ -	0.0%	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ 25,000
80.08	Start up	1	\$ 721,000	\$ 720,000	\$ (20,000)	\$ 700,000	\$ -	0.0%	\$ 700,000	\$ 700,000	\$ -	\$ -	\$ 700,000
	Subtotal (10-80)		\$ 177,675,000	\$ 173,633,000	\$ 10,226,443	\$ 183,859,443	\$ 174,974,749	100.8%	\$ 8,884,695	\$ 149,426,826	\$ 33,331,587	\$ 1,101,031	\$ 183,859,443
90	UNALLOCATED CONTINGENCY		\$ 14,031,000	\$ 18,073,000	\$ (10,226,443)	\$ 7,846,557	\$ -	0.0%	\$ 7,846,557	\$ -	\$ -	\$ 7,846,557	\$ 7,846,557
	Subtotal (10-90)		\$ 191,706,000	\$ 191,706,000			\$ 174,974,749	91.3%	\$ 16,731,251	\$ 149,426,826	\$ 33,331,587	\$ 8,947,587	\$ 191,706,000
100	FINANCE CHARGES		\$ -	\$ -				0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL PROJECT COST (10-100)		\$ 191,706,000	\$ 191,706,000			\$ 174,974,749	91.3%	\$ 16,731,251				\$ 191,706,000

**IPMO/sbX Project Cost Report**  
**Period Ended 30-Jun-2015**

Description	Current Budget	Approved Current Budget	Expenditures		Remaining Budget	Committed		Estimate to Complete	Estimate at Completion	Budget Forecast Variance
			\$	%			%			
BRT Construction	\$ 84,637,000	\$ 84,637,000	\$ 79,901,426	94.4%	4,735,574	\$ 79,984,174	94.5%	\$ 1,925,000	\$ 81,909,174	\$ 2,727,826
Vehicle Maintenance Facility (VMF) Construction	\$ 8,131,000	\$ 8,131,000	\$ 14,009,459	172.3%	(5,878,459)	\$ 14,824,876	182.3%	\$ 583,282	\$ 15,408,158	\$ (7,277,158)
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 16,628,000	\$ 15,335,463	92.2%	1,292,537	\$ 16,127,535	97.0%	\$ 113,000	\$ 16,240,535	\$ 387,465
ROW Acquisition Services	\$ 10,357,000	\$ 10,357,000	\$ 11,146,156	107.6%	(789,156)	\$ 11,738,400	113.3%	\$ -	\$ 11,738,400	\$ (1,381,400)
3rd Party Utilities Design & Relocation	\$ 1,003,000	\$ 1,003,000	\$ 949,441	94.7%	53,559	\$ 1,106,117	110.3%	\$ 20,000	\$ 1,126,117	\$ (123,117)
BRT Design	\$ 17,849,400	\$ 17,849,400	\$ 16,884,031	94.6%	965,369	\$ 18,252,819	102.3%	\$ (989,758)	\$ 17,263,061	\$ 586,339
VMF Design	\$ 1,007,600	\$ 1,007,600	\$ 1,846,769	183.3%	(839,169)	\$ 2,019,556	200.4%	\$ 58,173	\$ 2,077,729	\$ (1,070,129)
Other Professional, Technical & Management Services	\$ 34,020,000	\$ 34,020,000	\$ 34,902,004	102.6%	(882,004)	\$ 38,704,935	113.8%	\$ (608,666)	\$ 38,096,269	\$ (4,076,269)
Allocated Contingency (Construction Contract)	\$ -	\$ -			-	\$ -	0.0%	\$ -	\$ -	\$ -
<b>SUB-TOTAL</b>	<b>\$ 173,633,000</b>	<b>\$ 173,633,000</b>	<b>\$ 174,974,749</b>	<b>100.8%</b>	<b>(1,341,749)</b>	<b>\$ 182,758,413</b>	<b>105.3%</b>	<b>1,101,031</b>	<b>183,859,443</b>	<b>(10,226,443)</b>
Unallocated Contingency	\$ 18,073,000	\$ 18,073,000	\$ -		18,073,000	\$ -	0.0%	\$ -	\$ -	\$ 18,073,000
<b>TOTAL</b>	<b>\$ 191,706,000</b>	<b>\$ 191,706,000</b>	<b>\$ 174,974,749</b>	<b>91.3%</b>	<b>16,731,251</b>	<b>\$ 182,758,413</b>	<b>95.3%</b>	<b>\$ 1,101,031</b>	<b>\$ 183,859,443</b>	<b>\$ 7,846,557</b>

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

**DATE:** September 2, 2015

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

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

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

**SUBJECT: 2015 TITLE VI COMPLIANCE REPORT**

### **FORM MOTION**

Receive and file the *Omnitrans Title VI Triennial Report, September 2015* demonstrating Omnitrans' commitment to serve low income or minority communities within the Agency's service area consistent with federal guidelines.

*This item was reviewed by the Plans and Programs Committee at its August 10, 2015 meeting and recommended for receipt and file.*

### **SUMMARY**

The report shows that Omnitrans:

- Complies with Title VI of the Civil Rights Act of 1964 as required to qualify for federal funds;
- Follows federal regulations prohibiting discrimination against low income and minority populations within the service area;
- Equitably serves the low-income or minority population of the San Bernardino Valley—78.8% of the population within a pedestrian walking distance from Omnitrans fixed routes is low-income or minority which compares to a proportion of 70% low-income or minority for the county overall;
- Can demonstrate to the Federal Transit Administration Omnitrans' commitment to serve minority or low income communities fairly;

### **BACKGROUND**

The Civil Rights Act of 1964 requires any transit agency receiving Federal funding to demonstrate that it does not discriminate against minorities. *Omnitrans Title VI Triennial Update, September 2015* meets the requirements of Federal Transit Administration Circular



4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients* dated October 1, 2012.

Reporting requirements include:

- An assurance that Omnitrans has followed and will continue to adhere to Title VI guidelines;
- An analysis of the impact current construction projects might have on minority communities;
- A discussion of service standards and policies and their effect on minority communities;
- A summary of the policies and procedures Omnitrans will follow to ensure continued compliance with Title VI;
- A listing of service changes made over the past three years and those proposed over the next three, with an evaluation of these changes and their likely impact on minorities.

This Title VI Compliance Report contains the following key elements:

1. The report's purpose and a list of relevant regulations. The Civil Rights Act of 1964 mandated that minority communities receive the same access to transit services funded with federal dollars as non-minority communities. Serving its ridership means Omnitrans complies with Title VI regulations because its ridership is predominantly minority.
2. General information required by Title VI. Omnitrans must submit an assurance signed by the CEO/General Manager stating that the Agency has complied with Title VI over the past three years and will continue to do so over the next three. Omnitrans must also provide a summary of any lawsuits brought against the Agency alleging racial discrimination (there are currently none), summarize the financial assistance applications Omnitrans has pending with the FTA, submit assurance that the Agency has followed and will continue to follow Title VI requirements, and describe current construction projects and assess their likely impact on minority communities.
3. A discussion of Omnitrans' service standards and policies, including vehicle load, vehicle assignment, vehicle headway, transit amenities, and transit access, and their impact upon minority communities.
4. A short list of procedures Omnitrans will follow to ensure continued compliance with Title VI, including analyzing each service change using census data to determine whether or not it would have an unfair impact on minorities.
5. An analysis of service changes over the past three fiscal years and proposed changes over the next three fiscal years, with an assessment of their likely impact on minority communities.
6. A verification and reporting of the agency's Limited English Proficiency Plan and Language Assistance Plan.

Once *Omnitrans Title VI Compliance Report* is received by the Board of Directors, the CEO/General Manager will sign the certifications, and staff will submit the document to the Federal Transit Administration for approval.

## **CONCLUSION**

Staff recommends that Plans and Programs Committee Receive and recommend the Board of Directors receive and file the 2015 *Title VI Compliance Report* which demonstrates Omnitrans' commitment to serve low income and minority communities in compliance with Federal guidelines.

PSG:WW:JB:SB

ITEM # E7

**DATE:** September 2, 2015

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

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

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

**SUBJECT: PUBLIC COMMENT REQUEST FOR EXPANSION OF ACCESS  
SERVICE AREA FURTHER INTO LOS ANGELES COUNTY**

### **FORM MOTION**

Receive and file this report created in response to a Board meeting public comment request for extension of Access service into Los Angeles County.

*This item was reviewed by the Plans and Programs Committee at its August 10, 2015 meeting and recommended for receipt and file.*

### **BACKGROUND**

During public comments at the May 2015 Omnitrans Board of Directors meeting, the Board was asked to extend Access service further into Los Angeles County. The letters indicate that riders had the “privilege of riding Omnitrans Access” but “have suffered untold hardships in getting to our final destinations just a few miles beyond the current boundaries of the Omnitrans Service Area” in areas currently served by Los Angeles Access Services (LA Access).

The petitions identified three specific locations to include an extension of Omnitrans Access service area:

1. Casa Colina Rehabilitation Center, 255 E. Bonita Ave, Pomona;
2. Ability First, 480 S. Indian Hill Blvd, Claremont; and,
3. Service Center for Independent Life (SCIL), 107 Spring St., Claremont.

These locations are 0.9 miles, 0.5 miles and 0.4 miles outside of Omnitrans’ current Access service area, but are within the service area of LA Access. Additionally, these three locations are 2.3 miles, 1.2 miles, 1.1 miles away from the nearest Omnitrans fixed route.

Access is Americans with Disabilities Act (ADA) complementary paratransit service. ADA paratransit service must be comparable to general public fixed route service. General public

riders going to these three areas would transfer from Omnitrans routes to Foothill Transit routes, typically at the Montclair Transit Center. Similarly, Access riders transfer to LA Access, typically at Montclair Plaza.

Access is Omnitrans' most expensive service with a typical cost of \$25.93 per passenger. Access accounted for 3% of Omnitrans ridership, but 19% of Omnitrans' annual expenses in Fiscal Year 2014. Expansion of Access service area must be considered carefully because of the high cost of this service.

Assuming similar usage per capita in the area requested as elsewhere in Omnitrans service area, the expected annual increase in operating expenses by extending service into LA County to these three locations is \$76,000 per year.

### **FEDERAL REGULATIONS**

Two federal regulations pertain to this request:

- **49CFR §37.121 Requirement for Comparable Complementary Paratransit Service**

Each public entity operating a fixed route system shall provide paratransit to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system.

- **49CFR §37.131 Service Criteria for Complementary Paratransit**

(i) The entity shall provide complementary paratransit service to origins and destinations within corridors with a width of three-fourths of a mile on each side of each fixed route. (ii) Within the core service area, the entity also shall provide service to small areas not inside any of the corridors but which are surrounded by corridors.

(iii) Outside the core service area, the entity may designate corridors with widths from three-fourths of a mile up to one and one half miles on each side of a fixed route, based on local circumstances.

The first regulation indicates that ADA-qualified riders on paratransit will be provided with comparable service to those on general public services. This is in regards to fares, service area, transfer requirements, travel times and similar service characteristics. In relation to this comparability test, Access riders who transfer near the LA/San Bernardino County Line to LA Access are receiving comparable service to general public riders who transfer to Foothill Transit at the county line.

The second regulation sets the minimum service area for complementary paratransit service as  $\frac{3}{4}$ -mile around regular fixed route service. The three locations requested all extend beyond the  $\frac{3}{4}$ -mile zone around Omnitrans fixed routes. The farthest is Casa Colina, which is 2.3 miles from the closest Omnitrans bus route. The closest is SCIL, which is 1.1 miles from the closest Omnitrans bus route. All three locations are served by LA Access.

The second regulation also indicates that the complementary ADA service area can be extended to 1½ miles from the closest fixed route by policy decision. While this is possible, it is not typical industry practice because of the costs of the extended service area.

### **POLICY EXEMPTIONS**

While the federal regulations primarily set minimums, Omnitrans has adopted four policy exemptions from the ¾-mile zone. Each of these exemptions has been set by board policy, and if desired, a similar policy can be developed in these cases. The four exemptions are:

1. Pomona Valley Medical Center;
2. City of Chino Hills;
3. City of Grand Terrace; and,
4. Beyond the ADA Boundary Service.

When Access service started, the Pomona Valley Hospital Medical Center at 1798 N. Garey Avenue, Pomona was designated as an exemption from the ¾-mile zone around fixed route. As a major regional hospital, the location was added to the Access Service Area even though it is 1.0 miles from the closest fixed route. This is outside the 49CFR §37.131 specified ¾ mile minimum, but less than the 1½ mile maximum allowable service area. Ability First and SCIL could be treated the same; however, Casa Colina remains outside of the allowable service area.

There have been a few routing alignments over the last two decades that have left the City of Chino Hills and the City of Grand Terrace without Omnitrans fixed route bus service. During those times, Access service was extended to the city limits of both cities in order to provide a base level of lifeline ADA service to the communities. As services in the community have ebbed and flowed over the years, the Access service area has remained.

In 2009, Omnitrans implemented a premium service called Beyond the ADA Service Boundary, which extends ADA-like service to the city limits of each Joint Powers Agreement (JPA) member city. This beyond ADA service was funded by a FTA §5317 New Freedom Grant. It was also set to minimize the subsidy Omnitrans contributes by charging a \$5 per trip surcharge and limiting the service hours to non-ADA AM peak service times (9:00 A.M. to 8:00 P.M. on Weekdays) to minimize cost. Similarly, should the Board desire to increase the Access service area and take on the additional annual operating cost, this could be done as a premium non-ADA service with travel time restrictions and a surcharge.

### **ALTERNATIVES**

ADA complementary paratransit service is designed to be comparable with the fixed route network of a public transit agency. A number of programs are available and can be funded through Consolidated Transportation Services Agencies (CTSAs) that go beyond the minimum requirements of paratransit. These programs can often be delivered at a lower cost, especially when the alternative is expanding the scope of ADA paratransit.

VTrans is the designated CTSA in the San Bernardino Valley. VTrans receives 2% of Measure I funds for Senior/Disabled transportation in the San Bernardino Valley. VTrans' mission is to

improve mobility for seniors, persons with disabilities and persons of low income. VTrans, like many CTSAs, have programs that can support these cross-county connections without extending the scope of Access.

One of VTrans partners is Community Senior Services, which runs a program called Community Connections. This program is a volunteer driver program for seniors and individuals who do not drive and are unable to use public transportation. The program serves the cities of Azusa, Chino, Chino Hills, Claremont, Covina, Diamond Bar, Glendora, La Verne, Montclair, Ontario, Pomona, Rancho Cucamonga, San Dimas, Upland, Walnut and West Covina. One of the benefits of this program is it is funded by a number of LA County (LA Metro FTA New Freedom Grant and Pomona Valley Transportation Authority) and San Bernardino County (Omnitrans FTA New Freedom Grant and VTrans) funding sources so it has an easier ability to cross county lines and have appropriate funding mechanisms.

Two of VTrans in-house programs also may help with cross-county line and beyond the ADA service area trips. The Transportation Reimbursement Escort Program (TREP) is also a volunteer driver program for trips that cannot be provided by Access or public transportation. VTrans is also launching a Taxi Voucher program that is not restricted by the ADA service area boundary.

The Measure I Funding dedicated to the CTSA is an appropriate funding source to deliver services that are above and beyond the scope of ADA that policy makers believe are worthwhile to deliver to the community.

## **CONCLUSION**

The request to extend Access Service further into LA County extends beyond the ADA complementary requirements. This opens Omnitrans' standard policy of complying with the minimum FTA mandated ADA service area to requests from other areas in addition to the three identified. Service to Ability First and SCIL can be offered within the ADA's broader 1½ mile guideline for an additional cost of approximately \$10,000 per year. The extension to Casa Colina would not be considered ADA service and would represent an increase in operating cost of approximately \$66,000 per year.

Staff recommends:

1. Maintaining current practice, which is compatible with ADA regulations for comparable paratransit service, while also continuing to direct those interested in service beyond the ADA boundary to a regional CTSA either VTrans in San Bernardino County or LA Access Services in LA County.
2. Seeking to partner with a CTSA (VTrans or LA Access) to develop a method to fund a better service to cross the county line and serve these locations. This can be through current partnership (Community Connector) or by working to develop a new partnership.

PSG:WW:JB

ITEM #           E8          

**DATE:** September 2, 2015

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

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

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

**SUBJECT: MEMORANDUM OF UNDERSTANDING WITH SAN BERNARDINO  
ASSOCIATED GOVERNMENTS REGARDING PROJECT COST  
APPLIED TO FEDERAL TRANSIT ADMINISTRATION GRANTS**

**FORM MOTION**

Authorize the CEO/General Manager to execute a Memorandum of Understanding (MOU) between Omnitrans and the San Bernardino Associated Governments (SANBAG) to outline future project management costs to assist SANBAG in receiving Federal Transit Administration (FTA) funding for future projects.

*This item was reviewed by the Administrative and Finance Committee at its August 13, 2015 meeting, and recommended to the Board of Directors for approval. This item was also reviewed by Omnitrans' legal counsel*

**BACKGROUND**

Omnitrans is an eligible and direct recipient of FTA funding and processes FTA grants on an annual basis. Omnitrans has the staff and resources to process and manage grants. Omnitrans charges its own capital projects for allowable management cost and charges subrecipients a fee to manage funding for their projects.

SANBAG is not an eligible direct recipient of FTA funding. However, SANBAG will use FTA funding to deliver various projects in the San Bernardino Valley subarea. SANBAG will need to utilize the assistance of Omnitrans staff to deliver and manage grant funding.

Therefore, both Omnitrans and SANBAG would like to enter into a MOU to outline how Omnitrans' costs will be applied to SANBAG-delivered FTA projects in the future.

Short Range Transit Plan/Strategic Initiative Supported - NA

**CONCLUSION**

The execution of this MOU allows Omnitrans and SANBAG to have an approved agreement outlining future billing rates for FTA work performed by Omnitrans on behalf of SANBAG.

PSG:DW:MM

Attachment

**MOU 15-1001289**  
**Between**  
**Omnitrans**  
**and**  
**San Bernardino Associated Governments**

This Memorandum of Understanding (MOU) is made and entered into by and between Omnitrans, a joint powers authority (OMNITRANS) and San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission, (SANBAG) to outline future project management costs for Omnitrans to assist SANBAG in receiving Federal Transit Administration (FTA) for future projects.

WHEREAS, OMNITRANS is an eligible direct recipient of FTA funds and processes grant applications through FTA on an annual basis; and

WHEREAS, SANBAG will use federal funding for delivery of various projects in the San Bernardino Valley subarea under the jurisdiction of FTA; and

WHEREAS, SANBAG is not an eligible direct recipient of FTA funding and needs assistance to receive this funding; and

WHEREAS, OMNITRANS, as an FTA Grantee, has the staff and other resources to provide such assistance to SANBAG.

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions herein, SANBAG and OMNITRANS agree as follows:

- I. TERM. This MOU shall be effective for five years from the date approved by the last party, but may be terminated earlier or extended by mutual consent.
- II. SANBAG RESPONSIBILITIES:
  - A. SANBAG will notify OMNITRANS on a project-by-project basis of the need for assistance in receiving FTA funding and provide the required project information.
  - B. SANBAG will prepare project-specific subrecipient agreements for review and approval by both SANBAG and OMNITRANS that are consistent with the parameters of this MOU.
  - C. SANBAG will work with OMNITRANS to prepare a transfer request if such funding needs to be transferred from the Federal Highway Administration (FHWA) to the FTA.
  - D. SANBAG shall reimburse OMNITRANS for the actual cost of managing and monitoring subrecipient agreements and federal grant funding as identified on project-specific invoices.



E. SANBAG shall comply with all requirements of the FTA Master Agreement that coincides with the year of grant submittal.

F. SANBAG shall submit to OMNITRANS on a quarterly basis reports that document the status of the project, including task completion status and budget status as needed by FTA.

G. SANBAG shall conduct itself so that any aspect of OMNITRANS' participation in this MOU and the actions required of it hereunder will be in compliance with the terms of the grant that is being sought and with applicable law.

### III. OMNITRANS RESPONSIBILITIES

A. OMNITRANS will review project-specific subrecipient agreements for approval by both SANBAG and OMNITRANS that are consistent with the parameters of this MOU.

B. OMNITRANS, as the FTA Grantee, will submit grant applications to the FTA to obtain funding for SANBAG.

C. OMNITRANS will work with SANBAG to prepare a transfer request if such funding needs to be transferred from the Federal Highway Administration (FHWA) to the FTA.

D. OMNITRANS agrees to charge SANBAG only for actual costs incurred for managing and monitoring subrecipient agreements. Federal grant funding will not include a deduction for OMNITRANS' flat Cost Allocation Plan (CAP) fee. OMNITRANS will submit invoices to SANBAG for actual costs incurred.

E. OMNITRANS shall comply with all requirements of the FTA Master Agreement that coincides with the year of grant submittal.

F. OMNITRANS shall conduct itself so that any aspect of SANBAG's participation in this MOU and the actions required of it hereunder will be in compliance with the terms of the grant that is being sought and with applicable law.

### IV. THE PARTIES MUTUALLY AGREE:

A. That this MOU and its content will be used in creating subrecipient agreements between OMNITRANS and SANBAG.

B. Neither SANBAG, nor any related entity, officer, director, member, employee or contractor thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by OMNITRANS in connection with the ongoing program or in connection with any work SANBAG delegated to OMNITRANS under this Contract. It is understood and agreed that, pursuant to Government Code Section 985.4, OMNITRANS shall fully defend, indemnify and save harmless SANBAG, its related entities, officers, directors, members, employees and

contractors from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) or damage occurring by reason of anything done or omitted to be done by OMNITRANS in connection with any work SANBAG delegated to OMNITRANS under this Contract. OMNITRANS's indemnification obligation applies to SANBAG's passive negligence but does not apply to SANBAG's, "sole negligence" or "willful misconduct" within the meaning of Civil code Section 2782.

Neither OMNITRANS, nor any officer, director, employee or contractor thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG in connection with the ongoing program or in connection with any work under this Contract. It is understood and agreed that, pursuant to Government Code Section 985.4, SANBAG shall fully defend, indemnify and save harmless OMNITRANS, its officers, directors, employees and contractors from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) or damage occurring by reason of anything done or omitted to be done by SANBAG in connection with any work under this Contract. SANBAG's indemnification obligation applies to OMNITRANS's passive negligence but does not apply to OMNITRANS's "sole negligence" or "willful misconduct" within the meaning of Civil code Section 2782

V. NOTICES

When notices are required, such notices shall be provided in writing, sent by mail to the appropriate address listed below:

OMNITRANS: P. Scott Graham  
Chief Executive Officer/General Manager  
700 W Fifth Street  
San Bernardino, CA 92411

SANBAG: Ray Wolfe  
Executive Director  
1170 West Third Street, Second Floor  
San Bernardino, CA 92410-1715

VI. INVALID CONDITIONS:

If any one or more terms, conditions or promises of this MOU shall to any extent be judged invalid, void, voidable or unenforceable by a court of competent jurisdiction, the remaining terms shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

VII. LEGAL FEES

In the event of any contract dispute hereunder, each party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

VIII. CONCLUSION

- A. This MOU constitutes an integrated agreement, expressing the understanding of the parties concerning the subject matter of this agreement, and it supersedes all prior understandings, whether oral or written, express or implied.
- B. This MOU may be executed in counterparts. When executed by all parties, each counterpart shall be deemed an original irrespective of the date of execution and shall together constitute one and the same MOU.

**IN WITNESS THEREOF**, the authorized parties have signed below:

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS**

**OMNITRANS**

\_\_\_\_\_  
Ryan McEachron  
President

\_\_\_\_\_  
Sam Spagnolo  
Chair

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

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

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_  
Carol Greene  
OMNITRANS Legal Counsel

ITEM # E9

**DATE:** September 2, 2015

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

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

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

**SUBJECT: FUNDING AGREEMENT WITH SAN BERNARDINO ASSOCIATED  
GOVERNMENTS FOR COUNTYWIDE VANPOOL PROGRAM**

**FORM MOTION**

Authorize the CEO/General Manager execute a Funding Agreement to pass through an amount not to exceed \$4,000,000 of Federal Transit Administration (FTA) funds to the San Bernardino Associated Governments (SANBAG) for the Countywide Vanpool Program.

*This item was reviewed by the Administrative and Finance Committee at its August 13, 2015 meeting, and recommended to the Board of Directors for approval. This item was also reviewed by Omnitrans' legal counsel*

**BACKGROUND**

SANBAG is proposing to start a County Wide Vanpool Program. Vanpools are cost-effective and provide reliable work transportation needs for long distance commuters from within the San Bernardino County.

Due to the size of the county and where the jobs are located, many residents commute long distances to work. In fact, the Los Angeles County Metropolitan Transportation Authority (Metro) and the Orange County Transportation Authority (OCTA) have vanpool programs that provide limited support to eligible individuals living in the Inland Empire, but working within Metro or OCTA's service areas. This project supports the initiation of a county vanpool program that will become self-sustaining within the Inland Empire, where there are significant work-related transportation needs and where an Inland Empire vanpool program can provide cost effective and reliable transportation that improves access to jobs and improves the mobility of San Bernardino County's communities.

SANBAG has allocated \$4,000,000 of FTA Congestion Mitigation and Air Quality (CMAQ) funds for the Countywide Vanpool Program. Because Omnitrans is the designated FTA grantee for the San Bernardino Valley, the funds must be included in Omnitrans' Fiscal Year 2016 FTA grant application and then passed through from Omnitrans to SANBAG. SANBAG will manage

the project as a subgrantee and will fulfill all the responsibilities of a subgrantee per FTA regulations and guidelines, as outlined in the Agreement.

### **FUNDING SOURCE**

FTA CMAQ Funds Fiscal Year 2016

Short Range Transit Plan/Strategic Initiative Supported – NA

### **CONCLUSION**

Approval of the recommended action will allow Omnitrans to include the \$4,000,000 for the Countywide Vanpool Program in the FTA grant application for Fiscal Year 2016 and pass through these funds to SANBAG upon receipt.

PSG:DW:MM

Attachment

**CONTRACT NUMBER 15-1001265**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**and**

**OMNITRANS**

**FUNDING AGREEMENT**

**FOR ~~COUNTYWIDE~~COUNTY WIDE VANPOOL PROGRAM**

This Funding Agreement for the County~~\_wide~~ Vanpool Program is entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County ~~Commission,~~ eCommission, (“SANBAG”), and Omnitrans, a Joint Powers Authority (“Omnitrans”) (SANBAG and Omnitrans are collectively referred to herein as the “Parties”).

**Recitals**

A. This Agreement describes the respective responsibilities of SANBAG and Omnitrans relative to acquiring authorization to use Federal Congestion Mitigation and Air Quality (“CMAQ”) Funding for development of SANBAG’s County~~\_wide~~ Vanpool Program (“~~PROGRAM~~Program”).

B. SANBAG will use the CMAQ funding to support capital and operating aspects for development of a new ~~Countywide~~County-wide Vanpool Program that is expected to operate in the Valley Region and Mountain/Desert Region where there are significant work-related transportation needs and where vanpools can provide a cost effective and reliable commute option that improves access to jobs and improves the mobility of San Bernardino County’s communities.

C. The CMAQ funding is currently Federal Highway Administration (“FHWA”) funding that in accordance with the Federal Moving Ahead for Progress in the 21<sup>st</sup> Century Act (“MAP-21”) may be transferred to the Federal Transit Administration (“FTA”) for transit purposes.

D. SANBAG is not eligible to process a grant application, or authorization of Federal funds, through FTA and will partner with Omnitrans who is eligible to submit a grant application for Federal funds through FTA.

E. In this case, when the CMAQ funds are transferred from FHWA to FTA they will be transferred into the Urbanized Area Formula Program (§5307).

F.- Omnitrans, as the FTA Grantee, pursuant to the terms of this Agreement, will submit a §5307 grant application to the FTA for Fiscal Year 2016-\_\_ with respect to obtaining funding for the PROGRAM. The grant application is, among other things, for the benefit of SANBAG, as a Subgrantee.

G. SANBAG will be considered the Subgrantee for purposes of the grant agreement, and is responsible for complying with all provisions of the grants and of applicable federal, state and local laws and regulations (“Applicable Law”) necessary in order to qualify for the funding for, and to undertake the PROGRAM.

H. Omnitrans will use the funds received from the Grant Application for the PROGRAM in accordance with the terms hereof.

NOW THEREFORE, based on the forgoing recitals and the following promises and covenants the parties agree:

1. **Obligations of Omnitrans.** Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:

a. Omnitrans, as the FTA Grantee, will include SANBAG's request for \$4,000,000 of CMAQ funding in Omnitrans' Fiscal Year 2016 FHWA fund transfer request to Caltrans and subsequently in Omnitrans' Fiscal Year 2016 §5307 grant application to the FTA with respect to obtaining funding for the PROGRAM. A portion of the §5307 grant application will be for the benefit of SANBAG, as a Subgrantee.

b.- Omnitrans will identify the use of toll credits on the fund transfer request to Caltrans and subsequently in Omnitrans' Fiscal Year 2016 §5307 grant application to the FTA as SANBAG is utilizing toll credits in lieu of the required 11.47% local match obligation, \$458,800, in accordance with MAP-21 Section 1580 as established under Section 120(ji) of the Title 23 of the United States Code (USC) which authorizes the use of certain toll revenue expenditures as a credit toward the non-federal matching share for transit programs authorized by Chapter 53 of Title 49 of the USC, ~~2~~.

c. Omnitrans will sign the grant documents resulting from the foregoing grant application submittal, upon the receipt of such assurances from SANBAG as Omnitrans may reasonably require.

d. Omnitrans will reimburse SANBAG for the PROGRAM up to the amount available from any grant received for the PROGRAM, in conformity with the following procedure:

1. For each Disbursement requested, SANBAG shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed, the purpose of the Disbursement and such additional supporting documentation and background information as Omnitrans may reasonably require (a "Disbursement Request").

2. Each Disbursement Request shall be accompanied by a written certification of SANBAG's Chief Financial Officer that such Disbursement will not constitute any violation of the terms of the grant, or of Applicable Law, and



that SANBAG will use the Disbursement for the purpose indicated in the Disbursement Request.

3. Within ~~two~~ (2) five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify SANBAG as to what, if any, additional supporting documentation and background information it requires.

4. First week of the following month, after invoice submittal, OMNITRANS shall: (i) disburse (including through electronic transfer of funds, if so requested and if SANBAG has provided the necessary information) all or that portion of the requested funds which it reasonably believes it can disburse without violating the terms of either the grant or of Applicable Law; and (ii) if applicable, notify SANBAG as to why it reasonably believes that it is unable to disburse some or all of the requested funds without violating the terms of either the grant or of Applicable Law.

5. To the extent that the FTA advises Omnitrans that a Disbursement would constitute a violation of the terms of either the grant or of Applicable Law, Omnitrans shall have no obligation to disburse such funds. If Omnitrans has any question as to whether any disbursement will be in violation of any provision of either the grant or of Applicable Law, notwithstanding SANBAG's certification, it shall be entitled to receive at SANBAG's expense, a legal opinion from competent counsel of its choice to resolve any such question.

6. Omnitrans shall have no liability to SANBAG for any refusal to disburse funds so long as Omnitrans has a good faith and reasonable belief that such Disbursement would constitute a violation of the terms of the grant or of Applicable Law. Omnitrans, upon receipt of a legal opinion upon which Omnitrans can reasonably rely supporting the disbursement, shall release the requested funds within five (5) days.

e. Omnitrans shall prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from SANBAG.

f. Omnitrans shall conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder, will be in compliance with the terms of the grant which is being sought and with all Applicable Law.

g. Omnitrans shall comply with all requirements of the FTA 2016 Master Agreement, including submission to FTA on a quarterly basis, of reports that document the status of the PROGRAM'S implementation progress, including task completion status, budget status, and adherence to PROGRAM. ~~The current FTA 2015 Master Agreement can be found at <http://www.fta.dot.gov/documents/21-Master.pdf> for reference.~~ The FTA 2016 Master Agreement is expected to be published in October 2015.

2. **Payment of Administrative Expenses of Omnitrans.** As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to SANBAG to account for all administration costs associated with managing this PROGRAM. Omnitrans will charge based on actual time and material that is needed for management of this PROGRAM ~~with a not to exceed amount of \$160,000 for Administrative Expenses.~~ If due to extraordinary circumstances it becomes evident to Omnitrans that it will exceed its estimated expenses, SANBAG will be immediately notified and both parties shall meet and negotiate in good faith to arrive at an agreed adjustment to Omnitrans' compensation.

3. **Warranties of SANBAG.** SANBAG warrants to Omnitrans that:

a. To SANBAG's knowledge, the submittal of the contemplated FTA §5307 grant applications by Omnitrans on behalf of SANBAG will not constitute any violation of Applicable Law.

b. SANBAG shall conduct itself so that all aspects of the PROGRAM, and any aspect of SANBAG's participation in this Agreement and the actions contemplated of it by this Agreement, will be in compliance with the terms of the grant and with Applicable Law, including laws or regulations related to planning studies.

c. SANBAG will use the disbursements for the purpose indicated in its Disbursement Request.

d. SANBAG shall comply with all requirements of the FTA 2016 Master Agreement, including submission to OMNITRANS on a quarterly basis, of reports that document the status of the PROGRAM'S implementation progress, including task completion status, budget status, and adherence to PROGRAM.

e. SANBAG shall agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto.

**4. Obligations of SANBAG.** Pursuant to, and to the extent provided in, this Agreement, SANBAG shall take the following actions:

a. Provide to Omnitrans all information that is reasonably needed for the §5307 grant application submission to FTA and the CMAQ fund transfer request that must be submitted to Caltrans prior to submission of the FTA grant application.

b. Satisfy its Match Obligation through the use of toll credits~~;~~

~~\_\_\_\_\_c.~~ Identify the PROGRAM and use of toll credits as the local match obligation in the Federal Transportation Improvement Program.

d.- Notify the California Department of Transportation (Caltrans) Division of Mass Transit and Rail of the use of Toll Credits for the PROGRAM.

e. Notify Omnitrans of any changes in the scope or description of the PROGRAM.

f. Maintain and upkeep all portions of the completed PROGRAM per FTA requirements.

g. Certify to Omnitrans for each Disbursement Request, that to the best of its knowledge such Disbursement will not constitute any violation of either the provisions of the grant or of Applicable Law and that SANBAG will use the Disbursement as indicated in the Disbursement Request.

h. Provide to Omnitrans all information needed for quarterly PROGRAM reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates, but in no event to be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update.

i. ~~Insure~~Ensure that all aspects of the PROGRAM and any aspect of SANBAG's participation in this Agreement and the actions contemplated of it by this Agreement will be in compliance with the terms of the grant which is being sought and with all Applicable Law.

j. Invoice OMNITRANS on a quarterly basis for reimbursement on PROGRAM expenditures and costs.

5. **Exercise of Rights under the Agreement.** The CEO/General Manager of Omnitrans, or his designee, shall exercise the rights of Omnitrans under this Agreement

including, without limit, accepting the certifications of SANBAG required under the terms of this Agreement. The Executive Director, or her/his designee, shall exercise the rights of SANBAG under this Agreement; however, any certifications of SANBAG required under the terms of this Agreement shall be provided only by the Executive Director, or her/his designee or such other representative of SANBAG as is specified by action of the SANBAG's governing body.

6. **Insurance and bonding requirements.** ~~—~~SANBAG shall require that any contractor providing services with respect to the PROGRAM obtain and maintain insurance of the type and in the amounts that Omnitrans would require of its contractors performing similar services on a PROGRAM similar to the improvements for the longer period of: 1) the duration of this Agreement or 2) for the duration of such contractor's involvement in the PROGRAM. All insurance policies shall name Omnitrans and its directors, officers, employees and volunteers as additional named insured. Further, SANBAG will require that any contractors provide bid and performance bonds as are required by applicable Federal, State or local law.

7. **Indemnification by Omnitrans.** For purposes of this paragraph 7 only, "SANBAG" shall be deemed to include the San Bernardino Associated Governments, the San Bernardino County Transportation Commission, the San Bernardino County Transportation Authority, the San Bernardino County Service Authority for Freeway Emergencies, and the San Bernardino County Congestion Management Agency. Omnitrans shall indemnify, defend and hold SANBAG, and its officers, directors, members, employees, agents and contractors harmless from any damage, loss, cost or expense (including reasonable ~~attorneys'~~attorney's fees) which arises by virtue of Omnitrans' breach of any term of this Agreement, including any and all damages, loss, claims, actions or liabilities and/or any fine by the FTA or other agency arising from such breach.

8. **Indemnification by SANBAG.**

SANBAG shall indemnify, defend and hold Omnitrans, and its officers, directors, members, employees, agents and contractors harmless from any damage, loss, cost or expense (including reasonable attorneys' fees) which arises by virtue of SANBAG's breach of any term of this Agreement, including any and all damages, loss, claims, actions or liabilities and/or any fine by the FTA or other agency arising from such breach.

9. **Term.** This Agreement shall terminate upon the rejection of any grant application for the PROGRAM by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations but in no event later than four (4) years from the date of the last grant received by Omnitrans.

10. **Force Majeure.**

a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement.

b. Subject to Section 9(a), neither Party shall be considered to be in default in the performance of any of the agreements contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.

c. If either Party because of an Uncontrollable Force is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance if the Parties.

**11. Authorization by Omnitrans.** Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing Board and that the persons signing this Agreement on its behalf have the necessary authority to do so.

**12. Authorization by SANBAG.** SANBAG represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by SANBAG's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.

13. **Headings.** All paragraph headings throughout this Agreement are for convenience of reference only.

14. **Additional Documents.** Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.

15. **Litigation Expenses.** If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, ~~the prevailing each party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorney's will bear their own attorney fees, expert witness fees and other related expenses and costs.~~

16. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

17. **Accuracy of Representations.** As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.

18. **Originals and Copies.** This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.



**19. Construction of Agreement.**

a. **Equal Construction.** This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.

b. **Internal Consistency.** The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.

**20. Notices.** All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

To Omnitrans:

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
**Attention:** Maurice Mansion

SANBAG

SANBAG  
1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, California 92410

Attention: Monica Morales

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

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

OMNITRANS

SANBAG

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

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

P. Scott Graham, CEO/General Manager

Ray Wolfe, Executive Director

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

Legal Counsel for Omnitrans

Legal Counsel for SANBAG

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

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

ITEM # \_\_\_\_\_ E10 \_\_\_\_\_

**DATE:** September 2, 2015

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

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

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

**SUBJECT: AUTHORIZE RELEASE – IFB-MNT16-30, JOHN DEERE BUS PARTS**

### **FORM MOTION**

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT16-30 for the provision of John Deere Bus Parts for a three (3) year base period with two (2) single year options, beginning January 6, 2016, and ending no later than January 5, 2021.

### **BACKGROUND**

Currently, Omnitrans owns, operates and maintains a fleet of John Deere powered buses as part of its revenue fleet. Parts delivered under the contracts resulting from this solicitation will be used in the repair and maintenance of these vehicles.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$5,262,250 for five years if options are exercised.

### **FUNDING SOURCE**

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

Department Number	1200
Expenditure Code	504010

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

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

### **CONCLUSION**

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

PSG:JMS:KT

ITEM # E11

**DATE:** September 2, 2015

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

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

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

**SUBJECT: AUTHORIZE ADDITIONAL SPEND AUTHORITY (BENCH)  
CONTRACTS HR13-149 (A-B), TEMPORARY EMPLOYMENT  
AGENCY SERVICES AND AUTHORIZE RELEASE OF RFP-HRS16-28,  
TEMPORARY EMPLOYMENT SERVICES**

### **FORM MOTION**

Ratify the outstanding invoices to Manpower Group US Inc. in the amount of \$44,677.05 and approve additional aggregate spend authority of \$50,000 for bench Contracts HR13-149A to Lloyd Staffing, Cerritos, CA and HR13-149B to ManpowerGroup US Inc. , San Bernardino, CA, for the provision of temporary staffing services in a total aggregate not-to-exceed amount of \$191,277.05; and

Authorize the CEO/General Manager to release Request for Proposals RFP-HRS16-28 for the provision of Temporary Employment Services for a three-year base contract, and two one-year options beginning January 4, 2016 and ending no later than January 3, 2021, if all options are exercised.

*This item was reviewed by the Administrative and Finance Committee at its August 13, 2015 meeting, and recommended for approval by the Board of Directors.*

### **BACKGROUND**

Temporary personnel services are required when unexpected staffing shortfalls occur due to prolonged illnesses, leaves of absence, and extended position vacancies due unforeseeable circumstances. Assignments vary in length based on the Agency's actual requirements.

As the result of a competitive solicitation, the Omnitrans Board of Directors awarded a bench contract on July 10, 2013 to Manpower Inc. (Manpower), and Lloyd Staffing (Lloyd), for the provision of temporary employment agency services in an aggregate amount not-to-exceed of \$96,600 for the base period of three years, with the authority to exercise two one-year options in an aggregate amount of \$32,200 for each of the option years, totaling \$161,000, plus a 10% contingency of \$16,100, for a total not to exceed amount of \$177,100, should all options years be

exercised. The contracts were amended to reduce the criminal background check period from ten years to seven years, in accordance with California Civil Code Section 1789.18 and to increase the hourly billable rate per 4980H (Employer Shared Responsibility Provisions of the Internal Revenue Code, which was added to the Code by the Patient Protection and Affordable Care Act (P.L. 111-148)).

Historically, Omnitrans has paid \$60,000 to \$150,000 a year for temporary employment services. At the time these contracts were awarded staffing levels were stable and the high use of temporary services not anticipated. Invoices have totaled \$141,277.05 to date, exceeding the Board approved base period amount by \$44,677.05. A business decision to utilize temporary mechanics during regular recruitments greatly reduced the impact vacancies had on lost service due to lack of equipment. The Maintenance Department has utilized temporary Utility Service Workers and Mechanics at the rate of \$1,700 per week.

Subsequent to the mailing of the Administrative & Finance Committee agenda, (but included during the presentation of the item at the Committee meeting), it was discovered that the Manpower contract was also used to hire Ambassadors for the sbX Grand Opening, as well as a Safety Specialist, during the recruitment process. These two items, totaling nearly \$43,000, were not considered at the time the Independent Cost Estimate was prepared. Therefore, the contract authority was nearly exhausted by the time the contract was let.

To mitigate these issues moving forward, the Information Technology Department (IT) is testing additional functionality within SAP to link purchase orders to service contracts to prevent the creation of purchase orders over the Board approved contract amounts. This functionality already exists for contracts associated with inventory parts. Project Managers monitor contract usage against approved budget amounts and authorized contract limits and rates. However, the budget for this contract resides in various departments causing oversight to be problematic. Moving forward the responsibility of oversight has been placed under the Human Resources Safety and Security Department to provide better control.

Due to the increased use of temporary employment services, staff is seeking Board approval to release a new solicitation instead of exercising the option years. If approved, the resulting agreements will be presented to the Board for approval at the January, 2016 Board Meeting. It is estimated that an additional \$50,000 is needed to meet the temporary staffing needs through the solicitation process.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$600,000 for the base period, plus the two (2) one-year options.

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

## **FUNDING SOURCE**

The costs associated with this procurement are budgeted in various Departments' Operating Budgets as follows:

Department	Various
Expenditure Code	503990 Maintenance Department
	503060 All Others

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

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

### **CONCLUSION**

Approval of this item will ensure proper staffing levels with the continued utilization of temporary employment agency services and provide a mechanism to pay outstanding invoices.

PSG:JMS:CVM

ITEM # E12

**DATE:** September 2, 2015

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

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

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

**SUBJECT: AWARD CONTRACT MKP15-37 – ARCHITECTURAL, ENGINEERING  
AND FINAL DESIGN SERVICES FOR THE WEST VALLEY  
CONNECTOR CORRIDOR**

**FORM MOTION**

Authorize the CEO/General Manager to de-obligate \$3,183,541 of funding from the Mid-Valley facility (land value and project funds) and re-obligate it to the West Valley Connector Corridor project; and

Authorize the CEO/General Manager to execute Contract MKP15-37 to Parsons Transportation Group, Inc. (Parsons), of Ontario, CA, for the provision of Architectural, Engineering and Final Design Services for the West Valley Connector Corridor, beginning October 1, 2015 through January 31, 2020, for \$8,000,000 with optional tasks totaling \$2,024,627 for a total of \$10,024,627, plus a fifteen percent contingency of \$1,503,696.05, and 3.27% Cost Allocation Plan of \$376,976.16, for a total no-to-exceed amount of \$11,905,299.21 should all optional tasks be exercised, contingent upon sale of the property located in Rancho Cucamonga.

*This item was reviewed by the Plans and Programs Committee at its August 10, 2015 meeting, and recommended for approval by the Board of Directors.*

**BACKGROUND**

The goal of the West Valley Connector Corridor project is to provide faster, more frequent, and more direct bus service to connect major destinations throughout the western part of the San Bernardino Valley, as well as providing enhanced amenities for passengers.

On April 1, 2015, Omnitrans' Board of Directors received the summary report of the Alternatives Analysis of Route 61 Corridor, known as the Omnitrans West Valley Connector Corridor Alternatives Analysis Report and authorized release of Request for Qualifications (RFQu-MKP15-37) for Architectural, Engineering and Final Design Services for the West Valley Connector Corridor. Notices were published in two newspapers of general circulation and posted on Omnitrans' online bidding system.



Two responses were received prior to the May 28, 2015 deadline, and both were deemed responsive. As required by the Brooks Act and in accordance with Procurement Procedure 4070-1, the firms were evaluated only on their professional qualifications and technical competence as detailed in evaluation criteria listed in the RFQu. Both were found technically qualified. The evaluation committee determined that presentations/interviews were not necessary and proceeded with negotiations.

The following firms are ranked from highest to lowest:

<b>Criteria</b>	<b>Points Possible</b>	<b>Parsons Transportation Group</b>	<b>Mark Thomas &amp; Company</b>
Qualifications	30	27.21	23.86
Staffing/Project Organization	25	21.67	20.00
Work Approach	25	21.93	20.69
Phasing Concept	15	13.00	12.75
Geographic Area/Knowledge	5	4.42	4.17
<b>Total</b>	<b>100</b>	<b>88.23</b>	<b>81.47</b>

Of the 100 points possible, Parsons was awarded 88.23 points and thereby determined to be most qualified. As a full-service A&E firm, their resources and processes best suit Omnitrans needs. Staff requested a cost proposal from Parsons, and entered into negotiations on July 13, 2015. After final negotiations, Parsons' Best and Final offer reduced the proposal from \$8.4 million to \$8.0 million, which is a cost savings of \$400,000. Price is deemed fair and reasonable, as the base agreement is \$15,780 less than the Independent Cost Estimate.

Parsons is located in Omnitrans' service area, is very familiar with local code requirements, and has strong transit experience. Parsons has provided services for Omnitrans in the past and has worked closely with the stakeholders involved in this project, including the five cities on the corridor, Metrolink, Foothill Transit, and others.

### **FUNDING SOURCE**

On April 1, 2015, the Board of Directors authorized the de-obligation and re-obligation of \$7,950,454 of funds for the West Valley Connector Corridor project. Because the final cost of the contract is higher than anticipated due to the addition of \$2 million of optional tasks (plus additional contingency and CAP), an additional \$3,183,541 of funding needs to be de-obligated and re-obligated for this contract, as shown in the table below.

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
<b>De-obligate</b>					
FTA	TBD	FY 2015	Mid-Valley (land value)	TBD	\$2,540,833
<b>Subtotal Federal</b>					<b>\$2,540,833</b>
Local	TBD	FY 2015	Mid-Valley (land value)	TBD	\$635,208
Local – LTF	S-1205-49	FY 2012	Mid-Valley	D0910301L	\$7,500
<b>Subtotal Local</b>					<b>\$642,708</b>
<b>TOTAL</b>					<b>\$3,183,541</b>
<b>Re-obligate</b>					
FTA	TBD	FY 2015	West Valley Connector	TBD	\$2,540,833
<b>Subtotal Federal</b>					<b>\$2,540,833</b>
Local	TBD	FY 2015	West Valley Connector	TBD	\$635,208
Local – LTF	S-1205-49	FY 2012	West Valley Connector	D0910301L	\$7,500
<b>Subtotal Local</b>					<b>\$642,708</b>
<b>TOTAL</b>					<b>\$3,183,541</b>

Total funding for this project is budgeted as shown in the table below. Out of the total funding, \$6,357,245 is expected to be available from the sale of the Mid-Valley property in Rancho Cucamonga, pending the completion of the sale.

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-90-Y098-00	FY 2002	West Valley Connector	D0210301F	\$1,166,722.00
FTA	CA-90-Y164-00	FY 2003	West Valley Connector	D0310301F	\$1,501,708.00
FTA	CA-04-0035	FY 2007	Ontario Transit Center	C0710101F	\$173,044.00
FTA	CA-90-Y681-00	FY 2009	West Valley Connector	D0910301F	\$1,050,200.00
FTA	FTA 5339	FY 2012	Holt Blvd Alternatives Analysis grant	H1230902F	\$30,000.00
FHWA	TBD	FY 2016	West Valley Connector Safe Routes to Transit	TBD	\$525,000.00
FTA	TBD	FY 2015	West Valley Connector	TBD	\$5,077,565.38
<b>Subtotal Federal</b>					<b>\$9,524,239.38</b>
Local	TBD		Ontario Transit Center	C1110101S	\$43,261.00
Local - STAF	12-09-OMN-B	FY 2012	West Valley Connector	D0710302S	\$32,031.00
Local - STAF	12-09-OMN-B	FY 2012	West Valley Connector	D0910301S	\$38,992.00
Local - STAF	12-09-OMN-B	FY 2012	West Valley Connector	D0210301S	\$125,320.00
Local - STAF	12-09-OMN-B	FY 2012	West Valley Connector	D0810301S	\$854,276.00
Local – LTF	S-1205-49	FY 2012	West Valley Connector	D0910301L	\$7,500.00
Local	TBD	FY 2015	West Valley Connector	TBD	\$1,279,679.83
<b>Subtotal Local</b>					<b>\$2,381,059.83</b>
<b>TOTAL</b>					<b>\$11,905,299.21</b>

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

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

## **CONCLUSION**

Award of this contract will allow Omnitrans to move forward with the planning, development and improvements of the West Valley Connector Corridor.

PSG:JMS:JC

ITEM # E13

**DATE:** September 2, 2015

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

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

**FROM:** Donald Walker, Director of Finance

**SUBJECT: DIRECTOR OF FINANCE'S RECOMMENDATION ON THE  
FORWARD FUEL PURCHASE PROGRAM FOR FISCAL YEAR 2016**

**FORM MOTION**

Recommend the Board of Directors approve the Director of Finance's recommendation to suspend the Forward Fuel Purchase Program at August 31, 2015, and grant authority to the CEO/General Manager to enter into another Forward Fuel Purchase Program for up to twelve (12) months should the price per gallon increase to or exceed the \$0.92 per gallon budgeted for FY2016.

*This item was reviewed by the Administrative & Finance Committee at its August 13, 2015 meeting, and recommended to the Board of Directors for approval.*

**BACKGROUND**

In May 2014, the Board of Directors authorized staff to continue with the hedge program when the price of natural gas was at or below \$0.92 per gallon. At the time of the Board's authorization, the price of natural gas was above Omnitrans' budgeted \$0.92 per gallon for fuel.

In August 2014, the price of natural gas decreased, and a new hedge program was initiated that fixed the price of approximately 47% of the Agency's monthly natural gas from September 2014 through August 2015 at \$0.91. The table below provides the history of the monthly price per gallon of natural gas, and the gain or loss on the hedging program since utilizing the services of Morgan Stanley (February 2012 – Present).

The price per gallon ranges from a low of \$0.801 in May 2012 to a high of \$0.982 in March 2014. For the forty-one (41) months (February 2012 – June 2015), Omnitrans has recognized a total loss of \$22,470 on its hedging programs. There are two (2) months remaining on the current hedging program (July 2015 and August 2015).

The cost per gallon is determined by the weighted average of the spot market and the hedge price (*calculated as follows: (47% x Hedge price) + (53% x Spot Price)*) plus additional costs. Included in the additional cost is the Supplier's fixed cost for liquefaction and delivery. Clean Energy, the previous supplier, fixed cost was \$0.52, and the new supplier Applied LNG Technologies, LLC fixed cost is \$0.44.

Given the current market conditions, not even the experts can accurately predict the future of natural gas prices. The combination of advanced hydraulic fracturing ("fracking"), horizontal drilling, and employing cutting-edge technologies is mostly responsible for surging U.S. oil and natural gas production. A prudent approach to hedging can still reduce Omnitrans' exposure to dramatic fuel price increases without incurring significant losses. Staff will continue to monitor the spot market and hedge price of fuel to continue with a hedging program prior to the price per gallon exceeding the \$0.92 budgeted for FY2016.

Short Range Transit Plan/Strategic Initiative Supported – This item supports Fiscal Year 2016 Strategic Initiative 1 – Fuel Cost Reduction.

### **CONCLUSION**

Approval of the recommended action to enter into the hedge program when the price of fuel increases to or exceeds the budgeted \$0.92 per gallon for FY2016 will increase the predictability of fuel costs and reduce the risk of operational uncertainty in the event of dramatic fuel price increases in the open market.

PSG:DW

**150,000 Gallons Hedged (43.5%)**

	<u>Jul-11</u>	<u>Aug-11</u>	<u>Sep-11</u>	<u>Oct-11</u>	<u>Nov-11</u>	<u>Dec-11</u>	<u>Jan-12</u>	<u>Feb-12</u>	<u>Mar-12</u>	<u>Apr-12</u>	<u>May-12</u>	<u>Jun-12</u>	<u>Totals</u>
Price per gallon								\$0.822	\$0.840	\$0.812	\$0.801	\$0.828	
Gain/(Loss)								(\$11,288)	(\$8,315)	(\$14,355)	(\$16,277)	(\$11,405)	(\$61,640)

**150,000 Gallons Hedged (43.5%)**

	<u>Jul-12</u>	<u>Aug-12</u>	<u>Sep-12</u>	<u>Oct-12</u>	<u>Nov-12</u>	<u>Dec-12</u>	<u>Jan-13</u>	<u>Feb-13</u>	<u>Mar-13</u>	<u>Apr-13</u>	<u>May-13</u>	<u>Jun-13</u>	<u>Totals</u>
Price per gallon	\$0.835	\$0.840	\$0.833	\$0.850	\$0.873	\$0.888	\$0.872	\$0.880	\$0.866	\$0.902	\$0.883	\$0.900	
Gain/(Loss)	(\$7,128)	(\$4,202)	(\$8,864)	(\$4,041)	\$1,512	\$4,302	\$62	(\$1,525)	\$967	\$7,773	\$9,955	\$9,905	\$8,716

**150,000 Gallons Hedged (43.5%)**

	<u>Jul-13</u>	<u>Aug-13</u>	<u>Sep-13</u>	<u>Oct-13</u>	<u>Nov-13</u>	<u>Dec-13</u>	<u>Jan-14</u>	<u>Feb-14</u>	<u>Mar-14</u>	<u>Apr-14</u>	<u>May-14</u>	<u>Jun-14</u>	<u>Totals</u>
Price per gallon	\$0.877	\$0.875	\$0.874	\$0.868	\$0.885	\$0.884	\$0.926	\$0.937	\$0.982	\$0.917	\$0.925	\$0.915	
Gain/(Loss)	\$4,438	\$1,364	\$2,702	\$1,847	\$1,822	\$5,814	\$13,116	\$27,372	\$18,669	\$15,310	\$17,926	\$15,744	\$126,124

**181,500 Gallons Hedged (47.0%)**

	<u>Jul-14</u>	<u>Aug-14</u>	<u>Sep-14</u>	<u>Oct-14</u>	<u>Nov-14</u>	<u>Dec-14</u>	<u>Jan-15</u>	<u>Feb-15</u>	<u>Mar-15</u>	<u>Apr-15</u>	<u>May-15</u>	<u>Jun-15</u>	<u>Totals</u>
Price per gallon	N/A	N/A	\$0.911	\$0.914	\$0.899	\$0.950	\$0.886	\$0.854	\$0.850	\$0.838	\$0.836	\$0.852	
Gain/(Loss)	N/A	N/A	\$555	\$960	(\$2,880)	\$5,430	(\$10,965)	(\$15,810)	(\$15,390)	(\$19,950)	(\$21,045)	(\$16,575)	(\$95,670)

<b>Total Gain/(Loss)</b>	<b>(\$22,470)</b>
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## New Rule Leaves Drivers Surprised

Why did no one tell drivers about this new rule? If you drive less than 35 miles per day, you better read this...



ITEM #E14


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### Omnitrans to resolve explosion potential

SAN BERNARDINO - (INT) - A two decades-long controversy over the potential for an explosion of two liquid natural gas storage tanks at Omnitrans' maintenance facility on West Fifth Street has been resolved.

West Side residents have long complained about leaking LNG as indicated by the natural gas odors during fueling activities at the facility. Earlier this year, there were two incidences, one that forced the evacuation of the employees at the bus facility. Residents of the immediate area complained they were not notified and neither was staff at the nearby Ramona Alessandro Elementary School.

Last year, the local school board called for the removal of the tanks.

Omnitrans announced Tuesday it will remove two, 30,000 gallon LNG tanks and replace them with a pipeline. The transition should be complete by June 2016.

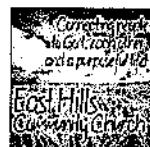
A recent report conducted for Omnitrans stated, "The facility's tanks and its operation are state-of-the-art. Explosions are still possible, but extremely unlikely." It goes on to state that if an explosion were to happen "the 95% potential injury scenarios may extend up to 880 feet from the facility boundary and 95% scenarios with the potential for severe injury may extend up to 175 feet from the facility boundary."

Story Date: July 14, 2015

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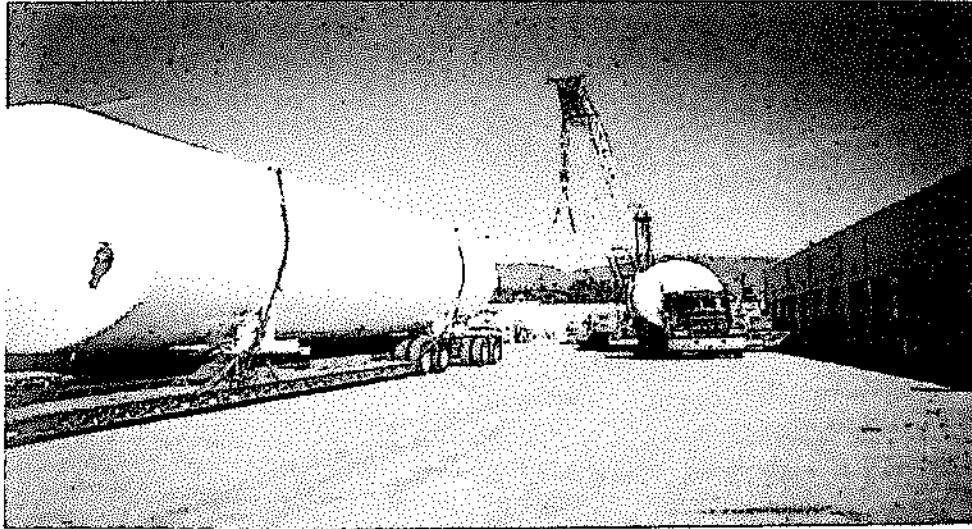
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## Timeline Photos

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For nearly two decades Westside residents have fought to get two 30,000 gallon tanks of potentially explosive natural gas out of their neighborhood. Yesterday, Scott Graham, General Manager of Omnitrans announced that they are removing the tanks. Target date for completion of the transition is June 2016. This is the first step to victory for this community. Job well done!

July 9 · Edited

Glory Dolphin Hammes, Shirley Thompson, John Allegranza and 16 others like this.

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**Christina Frederiksen** Hallelujah!!!

July 9 at 6:41pm

**Thomas Rocha** Awesome job...

July 9 at 8:01pm

**John Allegranza** ben...wazznt ur mom active in this????

July 9 at 10:53pm

**Marilyn Whitney** WTG Way to go!!!!!!

July 9 at 8:00pm

Album: Timeline Photos

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English (US)



## Question of the Week

We asked readers, What do you want from Southern California's mass-transit system?

### Before expanding, make current system reliable

Before the transit system is augmented, it needs to work. I have been a faithful commuter on the Blue Line from Wardlow to downtown Los Angeles for almost 15 years. Scarcely a week goes by without a major disruption in service caused by "mechanical difficulties."

It has recently deteriorated to the point that I am seriously considering reverting to commuting by automobile. Just this week, northbound service was delayed one morning for at least a half hour as the result of "mechanical difficulties"; and southbound service was delayed for at least as long on another evening for the same reason.

It is little wonder that the system is unable to attract additional riders who have alternative means of transportation. It is simply unreliable.

I am a transplanted New Yorker who was a habitual user of the subway, which was constructed at the turn of the last century. It continues to operate, at least in my experience, with fewer breakdowns than the Blue Line, which is only 25 years old.

Another gripe is that the

seats in certain cars were simply not designed for prolonged sitting, which becomes even more of an issue when the train is delayed.

Management touts the expansion of the system and its coverage. Note that they do not tout its reliability.

Frankly, at this point, I would not be in favor of a further tax increase to augment a system that doesn't work as it should.

— Chris O'Connell,  
Long Beach

### Improve on car travel

I want a system that will allow me to get from my home in Arcadia to a location in Glendale, El Monte or Alhambra, or whatever local city you choose, in equal or less time, cost and inconvenience than what I would expend on a car trip. Very simple.

— Hans L. Richter,  
Arcadia

### Finish the Foothill line

I have been following the progress of the completion of the Foothill Gold Line. When I heard that there would be a line from Azusa to Montclair, I was very excited.

I have been working in Azusa for many years, and have been praying that a rail line would go from my area close to my work.

Several years ago, I took the

Metro from Upland to Covina, but unfortunately the shuttles and bus stops made it difficult to continue as it took too long to get to the north end of Azusa from Covina.

I recently read an article saying there might be a stop to this project, and I am writing to voice that there are still people waiting for a line from the East to Azusa (and I'm sure from Pasadena to Azusa).

My short, 14-mile drive sometimes takes me 45 minutes to one hour, and I would much rather spend that time sitting on a train, where I can read and listen to my music. I know that there are others wanting to take the train more, but there have not been lines that access the upper cities in our area (Azusa, Glendora, San Dimas, La Verne, Montclair, Claremont, Upland and Rancho Cucamonga).

There is also a college and university in the Azusa/Glendora area and I believe the rail line would be a great benefit to students as well.

— Karen Wooten-Akers,  
Upland

### A fast, final thought

The ability to get somewhere in under an hour.

— Sharon Kaplan,  
Thousand Oaks

More answers to this Question of the Week will be published Wednesday.

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## Question of the Week

We asked readers, What do you want from Southern California's mass-transit system?

### Rail would relieve traffic

Extending the Gold Line to Montclair is a must-do no-brainer. It's shovel-ready and has overwhelming community support. Anyone who drives the 210 Freeway during morning rush hour west to Pasadena, or the afternoon rush hour back east from Pasadena to the San Gabriel Valley/Inland Empire 'burbs, knows how excruciating it is — one of Los Angeles County's most underreported traffic nightmares.

The Pasadena-Azusa extension will help quite a bit for starters, but to really make a dramatic impact in solving this traffic crisis we need to go all the way to Montclair with rail. It will make a huge difference.

Another future project that merits serious consideration is rail transit connecting West L.A. to the San Fernando Valley along the 405 Freeway. The 405 is the ultimate L.A. driving nightmare. Adding lanes clearly solved nothing. A rail alternative would make a truly epic change in reducing the severity of that traffic misery.

A rail alternative would be a true gift from God (or Garcetti). Just my 2 cents. This would be

sales tax money very well spent, an investment reaping untold rewards for us, our children and our children's children.

— *Justin Slosky,*  
*Pasadena*

### Add security presence

As a former Blue Line passenger and current Metrolink passenger, I find the most important thing in riding public transportation is security. I would like to see an increase in police/security presence.

It would be nice to have Wi-Fi as an added amenity. My family and I look forward to riding the Gold Line from Claremont to Pasadena or downtown.

— *Caroline Hernandez,*  
*Claremont*

### Go where we want to go

How about a mass-transit system designed by actual city planners? Forgive the sarcasm, but there are countless great models of useful and effective mass transit in this country to look at. And yet.

Let's start with a system that actually goes somewhere and doesn't stop just short of LAX, the beach, a mall, a major university (UCLA, CSUN, Cal State Los Angeles).

Second, let's have a system that actually charges people to ride it. How many years later

did they realize that by not (really) charging people to ride, the system might not make a profit?

I would love to use mass transit for my 35-mile commute from the Beach Cities (South Bay) to Northridge (where I work), but I would need a ride to/from each Metro stop on both ends. Oh, and I'd have to take three trains and a bus.

— *Rachel Friedman Narr,*  
*Redondo Beach*

### Run buses later at night

I would like to see the Metro Gold Line extended to Whittier as has been proposed. I live in the area around PIH Health Hospital and have read about the plans to extend the Gold Line down Washington Boulevard and end near the hospital.

It would benefit seniors, those that rely on public transportation and millennials like myself who wish to ditch my car to avoid spending on gas and parking going to Los Angeles.

I have noticed that there are very few, if any, buses that run through Whittier after 8 p.m. and into the night, making trips to L.A. on public transportation almost impossible during the night if you travel to L.A. for sporting events, nightlife, dinner, etc.

— *Orlando Llampallas,*  
*Whittier*

## Letters

### Government in cahoots with oil companies

It is impossible for gasoline prices to be at \$4.50 per gallon when oil prices are at \$45 per barrel without the collusion of all the oil companies and the consent of our government.

Think about it. If the oil companies were actually operating independently, as they should, then one's misfortune should not affect the other companies as with damage or maintenance claims at their refineries.

However, with oil at such low prices, the oil companies were not making much money. So, what did they do? They simply picked up the telephone, called each other and agreed to price fix and raise prices overnight.

It's crooked as heck. However, our government doesn't care because both federal and state also make much more money without having to raise taxes. Government simply taxes the new, enormous profits of the oil companies. Also, by letting the oil companies take billions of dollars out of the economy, inflation is controlled in all other areas.

Oh, and if the population complains to the point that your elected representatives actually do something about it, all they will do is fine the oil companies. More money for government. Everybody's happy.

— Ray Moors, Chino

### City doesn't need a train

Re "What do you want from Southern California's mass-transit system?" (Question of the Week, July, 21):

What we don't need is 80 mph trains through Upland. Stop this insanity now! We need Metrolink to become community-friendly, not continue to assist left-wing career bureaucrats in their attempts to dictate to "we, the people."

— Wynn Sands, Upland

### Ready for growth of our mass-transit system

Re "What do you want from Southern California's mass-transit system?" (Question of the Week, July 21):

I used to go by myself, hop on a train, subway or rail line, find a spot near a window and sink into a well-worn chair. I would stare at faces and try to imagine where they were going; were they running to something or from it? What awaited them?

We all had something in common — a desire to grow. Because here we were, growing out of our little communities in the Inland Empire, letting ourselves fill in the spaces that surround us. Exploring. Sometimes, I have a specific destination in mind. Often, I do not and get off wherever my heart is inclined. Lately, I've been bringing company — friends, family, co-work-

ers. I like watching their hearts grow, too. We are ready for the Azusa-Claremont segment and perhaps more importantly, we are excited to grow right along with you.

— Jessica Bisuano,  
Pomona

### Metrolink rail system loses a customer

Recently, while at work in Los Angeles, my car was stolen from the parking garage at the San Bernardino Metrolink station.

It is all very well Metrolink urging us to prevent global warming and congestion on the freeways by using their trains, but if they cannot even prevent their customers' vehicles from being stolen from their premises in broad daylight and under the noses of security contractors on duty, what hope do they have of keeping us safe from robbery, violent assault or worse?

Before another penny of taxpayers' money is spent on extending the line to Redlands or increasing capacity on the line to L.A., Metrolink needs to be able to show that they can ensure the safety of their existing customers and their property. I will not be using Metrolink or any other public transportation again. And one more car will be adding to the rush hour congestion on the 10 Freeway from now on.

— Leo Enticknap, Colton

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LEGISLATION

**Senate passes 6-year highway bill with funding for 3 years**

WASHINGTON » The Senate passed a long-term transportation bill, but with House lawmakers already dispersed for their August recess, the bill will become just one more sticky issue on a jam-packed congressional agenda in the fall.

The \$350 billion long-term bill was approved Thursday on a 65-34 vote with bipartisan support. It would make changes to highway, transit, railroad and auto safety programs, but its sponsors were only able to find enough money to pay for the first three years of the six-year bill.

Senate Majority Leader Mitch McConnell, R-Ky., called the bill's passage, "a win for our country. Many thought we'd never get here, but we have."

After the vote, the Senate turned to a three-month patch previously passed by the House that extends the government's authority to process highway and transit aid payments to states through Oct. 29. Without congressional action, that authority expires Saturday.

— *The Associated Press*

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**An artistic suggestion for improving mass transit**

Re "What do you want from Southern California's mass-transit system?" (Question of the Week, July 21):

My suggestion for improvement is artistic. First, I applaud the selection of artists and the public presentation of their designs for the stations. That's been wonderful. And the trains are modern and attractive.

Let's extend this beautification to include the support poles for the power lines. They currently look like they were designed in 1950s East Germany. The poles could look like superheroes or villains, Disney characters, Maurice Sendak's monsters, Dr. Seuss critters, space aliens, Olympic competitors, astronauts, cowboys, Indians or a gazillion other things better than the current yucky sticks.

— *John Trotter, Walnut*

ITEM # \_\_\_\_\_ F1

**DATE:** September 2, 2015

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

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

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

Over 200 people attended the San Bernardino Transit Center completion ceremony on August 24<sup>th</sup>. Board Chair Spagnolo and Board Member Davis gave remarks along with US Congressman Pete Aguilar and FTA Region 9 Administrator Leslie Rogers. Ryan McEachron spoke on behalf of the SANBAG Board and Fran Inman represented the California Transportation Commission. In recognition of the positive transformation the SBTC represents for Omnitrans and the City, the ceremony concluded with the release of over 100 butterflies. On September 8<sup>th</sup>, the SBTC will open to the public offering connections to 12 Omnitrans bus routes, sbX, and routes operated by Mountain Transit and the Victor Valley Transit Authority.

Federal Transit Administration Project Management Oversight Program Quarterly Review Meeting was held August 25, 2015. Leslie Rogers, FTA Region IX Administrator, was in attendance as were three members of his staff. Omnitrans provided updates on closing out the construction contracts for the sbX and Vehicle Maintenance Facility (VMF); remaining projects affecting close out were the roadway reconstruction on "E" Street at 10<sup>th</sup> through Highland (scheduled completion date June 13, 2016) and the World Oil roadwork that has been negotiated with the contractor. Mr. Rogers was very complimentary on the transit center and the close out efforts for sbX and VMF. He mentioned that grant funding continues to be held up by the Department of Labor (DOL) despite the Federal courts decision that favored California's Public Employee Pension Reform Act (PEPRA). There has been no indication that the DOL will change its position. The next quarterly meeting is scheduled December 3, 2015.

The on-site portion of the Procurement System Review was completed August 24-26, 2015, by Leon Snead & Company, the contractor assigned by the Federal Transit Administration. Mr. Snead reported in the Exit Conference held August 26 that Omnitrans had substantially improved since the last Procurement System Review was conducted. Of the 19 contracts reviewed, 11 had no findings. The remaining 8 have only minor issues and may be resolved pending additional information from Omnitrans. A draft report will be submitted to the FTA Region IX within two weeks and forwarded to Omnitrans sometime thereafter.

PSG

ITEM# \_\_\_\_\_ F2 \_\_\_\_\_

**DATE:** September 2, 2015

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

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

**SUBJECT: PROPOSED TRANSITION PLAN & FINANCIAL ANALYSIS FOR  
CONSOLIDATED TRANSPORTATION SERVICES AGENCY  
DESIGNATION**

**FORM MOTION**

Recommend the Proposed Transition Plan and Financial Analysis (Plan) regarding Designation as the Consolidated Transportation Services Agency (CTSA) be submitted to SANBAG by the revised deadline date of September 2, 2015.

**SUMMARY**

On June 3, 2015, the SANBAG Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission, approved a request by staff to have Omnitrans submit to SANBAG by September 1, 2015, a transition plan and financial analysis for designation as a Consolidated Transportation Services Agency (CTSA) in the San Bernardino Valley subarea. (SANBAG agenda item attached.)

The Proposed Transition Plan and Financial Analysis was reviewed by the Executive Committee at its Special Meeting held June 23, 2015, and by the Board of Directors on July 1, 2015. The proposed Plan was modified to incorporate recommended changes that were made by the Board of Directors and was again reviewed by the Executive Committee at its August 7, 2015 meeting.

At the Executive Committee meeting of August 7, the Committee was notified that an email from SANBAG that morning requested Omnitrans to contact the Orange County Transportation Authority (OCTA), which functions as the CTSA in Orange County, to determine whether anything in their program would be of value and should be incorporated into Omnitrans' proposed plan.

As a result of this request from SANBAG, the Committee directed Omnitrans to review OCTA's program and present the revised plan to the Board of Directors for consideration at the September 2, 2015 Board Meeting. SANBAG has approved the delay of the Plan submittal from the requested September 1 deadline to September 2, 2015.

The attached Proposed Transition Plan and Financial Analysis has been modified to incorporate applicable portions of OCTA's program.

**CONCLUSION**

Upon approval of the Proposed Transition Plan & Financial Analysis, it will be forwarded to SANBAG for consideration by the SANBAG Board of Directors.

PSG/vd



## **PROPOSED TRANSITION PLAN & FINANCIAL ANALYSIS CONSOLIDATED TRANSPORTATION SERVICES AGENCY DESIGNATION**

### **PURPOSE**

The purpose of this transition plan is to study the potential for Omnitrans to provide more cost-effective or efficient means of delivering certain services that VTrans currently provides, which could result in certain services being transferred or full consolidation of Valley Transportation Services (VTrans) with Omnitrans. The proposed plan provides a comparative cost analysis of the VTrans' current organizational structure and the new organizational structure within Omnitrans in the event consolidation is approved. In addition, cost avoidance will be addressed, as well as any other benefits that could enhance the social service transportation programs within the Valley. It must be noted that this analysis is not for the purpose of reducing or re-directing current Measure I or federal grant funds away from qualified recipients. Savings that would be achieved will be reinvested into the CTSA program only; there will not be any comingling of funds with Access services, nor will those funds be used in any fashion to support fixed route operations.

### **BACKGROUND**

As a part of the "Design Study for the Creation of a Consolidated Transportation Services Agency" conducted in 2009 by Innovative Paradigms, a comparative study was conducted that concluded Paratransit, Inc. (private/parent company to Innovative Paradigms) was the most effective CTSA model. The resolution adopted by the SANBAG Board that identified VTrans as the CTSA required SANBAG to review the performance of the CTSA no later than Fiscal Year 2014/2015, and the current funding agreement between SANBAG and VTrans expires on June 30, 2018. Today, VTrans has adopted many elements of Paratransit, Inc., business services in its 5-year Business Plan (April 2015) and has suggested expansion of services such as assuming responsibility for Access Service and becoming direct providers of transportation, raising the question of duplication of current Omnitrans operations and costs associated with administrative services to support another transit agency. Therefore, Omnitrans was requested by SANBAG to conduct a transition plan and financial analysis to evaluate a case for possible consolidation.

In response to SANBAG's request for a proposed transitional plan, Omnitrans opened discussions with other transportation agencies within our geographical area, Riverside Transit Agency (RTA) and Orange County Transportation Authority (OCTA), to explore their CTSA experiences and what services have been successful for their clients. RTA's organization strength is having CTSA functions within their Agency, coordinating travel training, and outreach programs with fixed route and bus stop management planning. The success of this model slowed Access growth to less than 2 percent! Similarly, OCTA has internal CTSA



functions directed by their Manager, Community Transportation Services. One of the most effective programs within this department is the Senior Mobility Program (SMP); 31 of Orange County's 34 cities, and four (4) nonprofit organizations, have SMP cooperative partnerships with OCTA. In 2006 the program generated 43,000 trips. Today, the program generates approximately 270,000 annual trips; providing an effective transportation alternative for qualified seniors and Access qualified clients. The popularity of the service is a credit to the local jurisdictional partnership with OCTA. It not only responds to the needs of the community but helps in managing the growth (cost avoidance) of Access service within Orange County. The purpose for providing these success stories is to underscore that alternative CTSA models are very effective and should not be discounted as they were in 2009. The main take away from discussions with RTA and OCTA is that the success of any CTSA model can be directly attributed to passion, commitment, and leadership.

Currently, human transportation services in San Bernardino falls short in reaching one primary CTSA goal – actively creating mobility solutions of social services transportation through coordination of services. Services should be tailored toward delivery options for clients. The two agencies, VTrans and Omnitrans, have an obligation to ensure this coordination is achieved. Omnitrans' Access Service is an Americans with Disabilities Act (ADA) mandated public transportation service for qualified people unable to independently use the fixed route bus service for all or some of their trips. It is a service that "parallels" the level of Omnitrans' fixed route service being offered within a ¾ mile radius of a bus route, and is available during the same periods that fixed-route service operates. Access can only offer pick-up times, and cannot book trips by drop-off times because trip length, passenger loads, traffic conditions, and other variables can affect the travel time. Since trip prioritization is prohibited by federal law, all trips (medical appointments, school schedules, work schedules, beauty appointments, shopping trips, etc.) have equal priority. VTrans' mission statement is "To improve the quality of and create mobility solutions involving transportation services for senior citizens, persons with disabilities and persons of low-income through coordination of transportation services with human service organizations, public agencies, or private providers." It needs to be understood that these services are not competitors. These services are complementary and should be operated as such. Operating the two under one agency ensures fiscal responsibility and that the systems are coordinated and provides for the greatest overall system advantage; that includes helping to assist clients in selecting which service will offer them the greatest benefit.

### **TRANSITIONAL APPROACH**

If approved, Omnitrans initial step would be to meet with the current Measure I stakeholders to assure them the current programs will remain intact and establish goals for a future human transportation services plan. Discussions with the OCTA provided a solid starting point as OCTA had recently prepared their Public Transit-Human Services Transportation Plan. The plan was shaped through comprehensive community-based interviews and stakeholder meetings involving 105 persons, agency-based e-survey, a mail-back survey to over 200 organizations, and a consumer intercept survey with 31 responses at a seniors' fair. The goals established by OCTA provide a solid starting point for discussion on what should be addressed in any CTSA plan. In the end, the Plan would target and prioritize strategies to improve, enhance, and expand mobility options. These goals include:

- Enhance Transportation Information and Coordination;

- Enhancements to Human Services Transportation
- New/Expanded Services to Meet Specific Needs
- Enhancements to Omnitrans' Existing Services

Early on in assuming the CTSA role, a workshop would be conducted to discuss these goals and create a client-based CTSA Plan for the next five years. The workshop attendees would not only include today's stakeholders, but all member entities of Omnitrans' Joint Powers Agreement (JPA) and SANBAG. The Omnitrans CTSA staff and staff from the Marketing-Planning Department would outline the plan, to include: community transportation routes, integration with OmniGo and Access operations, the benefits of traveling on the fixed route services, introduction of technology aids for clients, as well as other transportation concerns that may surface throughout the workshop. Granted, there would be a learning curve if the current VTrans' staff does not transition to Omnitrans. However, the learning curve can be overcome and current programs would be unaffected.

At this time, there are limited programs and services that are duplicative between VTrans and Omnitrans; with travel training, distribution of grant funding to qualified recipients, and maintenance of vehicles being the only duplicative programs/services shared between the two agencies. As to travel training, many senior centers, schools and other organizations are trained by both agencies. For those with severe disabilities, however, VTrans conducts a more intense one-on-one travel training course of approximately 30 hours per trainee; OCTA contracts out this training. Both Omnitrans and VTrans agree that travel training is a critical element of public service throughout the transit industry. It not only reduces costs, but provides a sense of independence for the clients. A more coordinated and concentrated effort would greatly benefit current and future clients. Combining and coordinating assets in this area can better utilize travel training personnel outreach efforts and improve travel choices for the clients in both the East and West portions of the Omnitrans service area. Omnitrans would continue those services that are not duplicative, such as: Volunteer Driver and Taxi Voucher Programs. Omnitrans will consider the best way to continue the mountain/desert volunteer driver programs as they are outside of Omnitrans' service area.

Omnitrans is the only direct recipient of Federal funds. Omnitrans distributes Federal funds to VTrans and other community service agencies for qualifying transportation programs. VTrans also distributes Measure I to some of the same community service agencies to serve as local match to the Federal grants. The direct distribution by Omnitrans of both the Measure I and Federal grant funds to local recipients eliminates the administrative two-step process that they currently follow.

As to the maintenance of vehicles, the VTrans vehicle maintenance facility has been in operation for less than 6 months; therefore, the intent is to continue the service for one year to determine if value exists in maintaining the operation. However, the current allowance for private vehicles to be serviced will be discontinued as it negatively impacts private competition and is not an appropriate use of Measure I funds dedicated for CTSA purposes. Other alternatives would also be explored, such as: relocating the service to an Omnitrans facility to reduce overhead costs; or providing direct financial assistance through Measure I funds to qualified recipients to offset the cost of repair of the vehicles in the private sector instead of maintaining a repair facility. The closure of the CTSA maintenance facility would have no impact on Omnitrans Access operations. Our current Access provider, First Transit, has utilized these services on only three

occasions recently for minor maintenance (leaf springs replacements). This was required in order to prepare vehicles for turnover inspection by the new Access provider, MV Transportation. However, if the services are critical to current CTSA operations, the service could remain in place until Omnitrans' West Valley Connector Corridor expansion is completed. This project includes construction of a maintenance facility to support all fleet vehicles in the western portion of Omnitrans' service area and replaces a leased facility that is currently located in Rancho Cucamonga.

The CTSA funds held in reserve can be used to pursue and further expand the programs currently in use by VTrans to enhance the CTSA footprint and service it provides. These include:

- Exploring opportunities to apply the successful V-Trans Pomona Valley Workshop, OPARC, and Loma Linda transportation model to other areas throughout the Valley.
- Researching the value of utilizing retiring Omnitrans' Type II vehicles in the operation of other transportation service programs. An effort can be made to institute a vehicle replacement program for community transportation vehicles, much in the same way Omnitrans does with its purchasing power on ACCESS vehicles. Omnitrans will look into the introduction of CNG replacement vehicles for CTSA clients; this would not only be environmentally friendly, but would reduce fuel costs.
- Technology initiatives that can provide notification to clients with interactive on-time arrival system programs and on-line trip reservations.
- Expanding the senior mobility program. VTrans also provides funding to operate various senior transportation programs. In Orange County, 31 cities are currently participating in this type of program. The program is designed and implemented to enable cities to provide their senior residents with transportation services that are locally-oriented, personalized and flexible. It is the responsibility of each city to assess the transportation needs of their senior residents and decide if the senior mobility program will assist them in meeting those needs.
- In the event current funding becomes unavailable, pursue other funding sources to assist in purchasing annual fixed route passes for those clients transitioning off the Access program.

If approved, a "Special Services Department" will be established as a separate department within Omnitrans. The Department will be responsible for oversight of all current CTSA programs as well as supervising Access Service to provide for the full coordination of all services for clients. All administrative support functions will be distributed to existing functions within Omnitrans, such as: Human Resources/Safety and Regulatory Services, Information Technology, Procurement (vehicle procurements), Finance (payroll, grants), Marketing-Planning, and legal services, etc. The ideal situation would be to staff the Department with current VTrans' employees to fill the positions, as they have in-depth experience of existing social transportation programs, proven leadership, and a "passionate commitment" to the success of current and future social transportation programs. The Director will have a staff of ten (10) employees (refer to Figure#2.) To the maximum extent possible, VTrans' employees will be provided preference in the selection process in accordance with Omnitrans' Personnel Policies. If current VTrans' staff members are retained, the transition to Omnitrans is estimated to take 30-45 days. If recruitment is required to fill the positions, it is estimated that transition and full operation at Omnitrans' East Valley Division would require up to 90 days.

## **FINANCIAL ANALYSIS**

From a financial perspective, it is difficult to provide a cost analysis beyond VTrans' FY 2015/2016 Business Plan. VTrans' future plans are very fluid. Their initial business plan proposed extensive services and programs expansion. The list of VTrans' "potential projects" included adding duplicative services, taking over Omnitrans functions such as Access, exploring consulting services, and developing direct transit operations. VTrans acknowledged that they are "positioned to add programs and services to its financial portfolio through strategic dedication of resources." The Plan states that the "Growth of services such as this would require VTrans to consider its long range facility needs, organization structure, and financial management strategies". VTrans' Plan further stated this would include the purchasing of property, fleet management, employing drivers to operate vehicles and schedule services, development of unrestricted income sources, and pursuing a number of other new business ventures. With this aggressive expansion, there will become a point where this dramatic increase in infrastructure and operating costs would require difficult decisions on distribution of scarce transit funding between the two agencies by SANBAG. Although VTrans has tentatively withdrawn this plan after their business plan was submitted to SANBAG and brought to the attention of the Omnitrans Board of Directors, the concern of expansion cannot be dismissed. Therefore, the financial analysis only addresses payroll, benefits, services and facilities costs without consideration of the 'potential projects' outlined in VTrans' Business Plan (April 2015).

Omnitrans' analysis of VTrans' proposed FY2015-2016 budget has indicated that 53% of the annual Measure I allocation is slated for direct payroll, employee benefits & taxes, facilities and contracted administrative services such as accounting, legal, etc. The analysis was based on the Measure I allocation as this is the sustainable funding source for the CTSA. Omnitrans has not been able to verify VTrans' administrative expense ratio, however, Omnitrans believes that the overall payroll and related administrative costs are more relevant because the most successful VTrans' programs such as the community partners (Pomona Valley Workshop, Central City Lutheran Mission, and so on) and new growing programs such as the Taxi Voucher program and TREP (Transportation Reimbursement Escort Program), are ultimately funding pass-through programs.

The analysis below compares VTrans' current organization structure costs in terms of payroll, benefits and contracted services based on their FY2015/2016 Budget to Omnitrans' proposed Specialized Services Department. Omnitrans costs are based on the mid-point salary for related positions based on Omnitrans Policy 402 and estimated benefit costs.

### VTRANS' ORGANIZATION STRUCTURE

Structure	Category	Annual Expense
<p style="text-align: center;"><b>Vtrans' Proposed Organizational Chart (2015-2016)</b> <b>Figure 1</b></p> <pre> graph TD     Board[Board of Directors] --&gt; CEO[Chief Executive Officer]     CEO --&gt; AdminMgr[Administrative Manager]     CEO --&gt; Contract[Contract Services Accounting Legal IT Support]     CEO --&gt; TravelMgr[Travel Training Manager]     CEO --&gt; ProgramAdmin[Program Administrator]     CEO --&gt; MaintMgr[Maintenance Manager]     AdminMgr --&gt; AdminAsst[Administrative Assistant]     TravelMgr --&gt; TravelTrainers[Travel Trainers]     ProgramAdmin --&gt; Coordinator[Coordinator]     MaintMgr --&gt; Mechanics[Mechanics]                     </pre>	Direct Payroll	\$ 702,828
	Benefits, Taxes	\$ 289,281
	Services	
	Accounting	\$ 58,560
	Legal	\$ 53,560
	Consulting	\$ 28,000
	Marketing	\$ 23,200
	Payroll Processing	\$ 7,000
	Services Total	\$ 170,320
	Facilities	\$ 92,594
	<b>Total Organization Structure/Location Expense</b>	<b>\$ 1,255,023</b>
	Annual Measure I Revenue	\$ 2,354,700
	<b>Share of Measure I</b>	<b>53%</b>

### OMNITRANS' PROPOSED STRUCTURE

Structure	Category	Annual Expense
<p style="text-align: center;"><b>Omnitrans' Proposed Special Services Department Organizational Chart</b> <b>Figure 2</b></p> <pre> graph TD     CEO[CEO/General Manager] --&gt; Dir[Director Special Services]     Dir --&gt; AccessSup[Access Services Supervisor]     Dir --&gt; TravelTrainers[Travel Trainers (3)]     Dir --&gt; ProgramAdmin[Program Administrator]     Dir --&gt; OfficeAdmin[Office Administrator]     Dir --&gt; MaintSup[Maintenance Supervisor]     AccessSup --&gt; InPersonSpec[In-Person Assessment Specialist (2)]     MaintSup --&gt; Mechanic[Mechanic]                     </pre> <p style="text-align: center;">(1)</p>	Direct Payroll	\$470,948
	Benefits, Taxes	\$164,832
	Services	
	Accounting <sup>(3)</sup>	\$ 0
	Legal <sup>(3)</sup>	\$ 0
	Consulting	\$ 28,000
	Marketing <sup>(3)</sup>	\$ 0
	Payroll Processing <sup>(3)</sup>	\$ 0
	Services Total	\$ 28,000
	Facilities <sup>(3)</sup>	\$ 0
	<b>Total Organization Structure/Location Expense</b>	<b>\$ 663,780</b>
	Annual Measure I Revenue	\$ 2,354,700
	<b>Share of Measure I Allocation</b>	<b>28%</b>
	<b>Access Services Supervisor &amp; Assessment Specialist <sup>(2)</sup></b> (Existing Omnitrans positions, not charged to Measure I, but maintain existing funding)	<b>\$ 178,221</b>

Notes: (1) CEO/GM Salary not included, built into Omnitrans' Cost Structure. (2) Access Services Supervisor

As of 8/25/15

and Assessment Specialists included below the line because they are existing, separately funded positions. (3) Accounting, Marketing, Payroll Processing, Legal and Facilities costs do not apply to this model because they would be integrated into Omnitrans' existing structure without increasing overall costs. If VTrans' Maintenance facility is retained, there would be an annual cost of \$23,050.

It is important to note that three positions in the Omnitrans Proposed Structure are existing Omnitrans positions that manage the Access Program. These positions are included below the line in the exhibit above to allow for an apples-to-apples comparison.

Adopting Omnitrans proposed structure would reduce the administrative costs of operating the CTSA to \$663,780 per year compared to \$1,255,023 in the current structure, a reduction of 47.1%. This reduces the overhead usage of the Measure I allocated to the CTSA from 53% of the overall allocation to 28% of the allocation, which allows more Measure I to be reinvested into the CTSA programs.

An additional benefit in Omnitrans proposal is the placement of the Access Services Supervisor under the Director of Special Services, which puts the tradeoffs between effectiveness and efficiency of service delivered between Access and Community Partners in one location. This allows one organization the ability to measure and recommend the best service that benefits users of both services.

**POSITION ASSUMPTIONS IN OMNITRANS COST PROPOSAL**

<b>Policy 402 Level</b>		<b>Low</b>	<b>Mid</b>	<b>High</b>	<b>Q</b>	<b>Payroll</b>	<b>Benefits</b>
2	Director	\$ 7,400	\$ 9,188	\$ 10,977	1	\$ 110,256	\$ 38,590
9	Travel Trainer	\$ 2,841	\$ 3,318	\$ 3,796	3	\$ 119,448	\$ 41,807
5	Program Administrator	\$ 4,824	\$ 5,825	\$ 6,711	1	\$ 69,900	\$ 24,465
6	Office Administrator	\$ 4,249	\$ 5,091	\$ 5,933	1	\$ 61,092	\$ 21,382
5	Maintenance Manager (Shift Supervisor)	\$ 4,824	\$ 5,825	\$ 6,711	1	\$ 69,900	\$ 24,465
Teamster	Mechanic		\$ 3,363		1	\$ 40,352	\$ 14,123
<b>Total of CTSA Carryover Positions to Omnitrans</b>						<b>\$ 470,948</b>	<b>\$ 164,832</b>
6	Operations Services Supervisor	\$ 4,249	\$ 5,091	\$ 5,933	1	\$ 61,092	\$ 21,382
Teamster	Eligibility Admin		\$ 2,933		2	\$ 70,387	\$ 25,360
<b>Existing Omnitrans Positions (Maintain Existing Omnitrans Funding)</b>						<b>\$ 131,479</b>	<b>\$ 46,742</b>

## *Minute Action*

### AGENDA ITEM: 28

**Date:** June 3, 2015

**Subject:**

San Bernardino Valley Consolidated Transportation Services Agency Designation

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Commission, request Omnitrans to submit to SANBAG by September 1, 2015, a financial analysis and transition plan for designation as a Consolidated Transportation Services Agency in the San Bernardino Valley subarea.

**Background:**

At the conclusion of the August 2014 Commuter Rail and Transit Committee (CRTC), staff was requested to present an item at the next CRTC meeting to discuss the potential consolidation of Valley Transportation Services (VTrans) with Omnitrans. At the October 2014 CRTC meeting, staff presented the history of the designation of VTrans as the Consolidated Transportation Services Agency (CTSA), the terms of the contract between SANBAG and VTrans concerning that designation, and a brief discussion of the various successful CTSA models throughout the State. At the meeting, the Committee heard testimony of VTrans Board members and community partners concerning the unique nature and the quality of the services that VTrans provides. The Committee requested that staff look for potential efficiencies that can be achieved through coordination and shared resources between the agencies.

At the January 2015 CRTC meeting, SANBAG staff presented information concerning opportunities for operational efficiencies between VTrans and Omnitrans. The Committee received a presentation from Virginia Werly, Director of Contract Operations for Riverside Transit Agency, on the Freedom to Go travel training program that they have implemented in western Riverside County. The emphasis of the presentation was on their ability to track the effectiveness of the program and the resulting savings they have realized in their complementary paratransit services. This data for measuring the effectiveness of VTrans' travel training program is available but not currently tracked in San Bernardino County; therefore the Committee recommended the Board to direct staff to work with VTrans and Omnitrans to explore, analyze, and evaluate the RTA Freedom to Go program for implementation in San Bernardino County. At the February 2015 Board meeting, the Board amended this recommendation to instead analyze the potential consolidation of VTrans and Omnitrans to mirror the model in place in western Riverside County where the transit operator is also the designated CTSA. Resolution No. 11-004, which identifies VTrans as the CTSA, states that SANBAG will conduct a review of the performance of the CTSA no later than Fiscal Year 2014/2015.

**Entity:** CTA, CTC



Before discussing benefits of consolidation, it is important to understand the circumstances and assumptions during the initial designation of a separate entity as the CTSA. In May 2009 the SANBAG Board awarded a contract to Innovative Paradigms, a division of Paratransit, Inc., which is a single-purpose nonprofit CTSA in Sacramento County, to study the options for creating a CTSA in the Valley. An Ad Hoc Committee met in December 2009 and February 2010 to receive information on various options for CTSA structure and in April 2010 for a final determination of the proposed structure to recommend to the SANBAG Board for implementation. In August 2010 the SANBAG Board approved the establishment of a new non-profit entity to serve as the CTSA.

The options for CTSA operations and the associated case studies that were considered in the study included:

1. Single purpose non-profit agency – Paratransit, Inc. in Sacramento County and Access Services in Los Angeles County, both of which also operate the complementary paratransit services for the transit operators in the County. As previously noted, Innovative Paradigms, the consultant that performed the study, is a division of Paratransit Inc. and was therefore very familiar with this type of operation.
2. Multi-purpose non-profit agency – United Cerebral Palsy – Ride-On of San Luis Obispo
3. County Government – no specific counties examined
4. Public Transit Agency – Mendocino Transit Authority (The study stated this was typical of smaller counties and did not include a discussion of Riverside Transit Agency, which functions as the CTSA for western Riverside County and is likely more comparable to Omnitrans in the Valley. However, at the time of the study RTA had not yet implemented the successful Freedom to Go program.)

Each of these was evaluated on the following criteria:

- Status in transportation decision structure – does the agency have status in the local transportation decision making structure
- Coordination as a purpose for existence – is coordinating transportation services a primary purpose for existence
- Partnerships – does the agency have partnerships in the community
- Funding creativity – does the agency demonstrate creativity in developing new funding relationships
- Capacity – has the agency increased the capacity of the transportation system
- Service quality – has the agency increased the ride quality through reduced ride time, improved consistency of service, or perceived security
- Leadership commitment – does the agency have a passionate commitment to coordinating services

In addition to the evaluation criteria described above, interviews were conducted with 43 individuals representing more than 25 community and public agencies. These interviews looked at the interests of the organization, their views of the services available in the community, and in particular, the Omnitrans' Access paratransit service. The stakeholder interviews were stated as having a significant impact on the decision making process with most community agencies stating that they were not supportive of Omnitrans as the designated CTSA. It is not clear in the study whether the stakeholders considered that there would be a dedicated source of revenue with this designation that would allow Omnitrans to enhance services as a CTSA. It should also be noted that the report by Innovative Paradigms was not finalized and staff has not been able to

obtain copies of the stakeholder interview questions or responses from the consultant; this information is based entirely on reports that were provided to the Ad Hoc Committee and SANBAG Board at the time.

The conclusion of the study presented to the Ad Hoc Committee was the following:

“While some might argue that a new organization simply creates more administrative overhead, the fact is that the senior staff of the successful organizations have been the champions of coordination and among the most zealous in pursuing its objectives. This role is not a duplication of administration but instead a new form of leadership dedicated to very specific objectives. The leadership of a new nonprofit CTSA in San Bernardino should be no different.”

The functional programs proposed for consideration as early priorities for implementation that would offer the greatest impact were coordinating with community agencies to provide Measure I funds to leverage other sources and travel training.

Looking back at the conclusions reached in the study, the following comparisons are noted:

- “While some might argue that a new organization simply creates more administrative overhead...”

It is true that the creation of a new agency will create more administrative overhead; in addition to the cost of staffing redundancies, Omnitrans and VTrans determined that even remaining as separate agencies, there could be at least \$67,000 in annual administrative overhead savings by co-locating and sharing certain resources. Couple this with the current annual administrative salary and benefits expenses of \$285,000 and almost \$250,000 in professional service contracts and other expenses that could be subsumed by Omnitrans staff, over the next three years of the contract with VTrans, this is over \$1.8 million in Measure I funds that could have been reinvested into CTSA-sponsored programs. Not only does formation of a new agency create new overhead, it also creates organizational inefficiencies. For example:

- The CTSA, who is typically coordinating transportation alternatives for special needs populations, does not have a direct line of communication with the transit operator who may be providing service to those populations at a very high price through the complementary paratransit service. In the first 22 months of travel training at VTrans, 188 individuals were trained, 80 (43%) of which were eligible for diversion from paratransit services, whereas the RTA Freedom to Go program had touched 491 individuals over a similar time period from start-up with the same number of staff, of whom 301 (61%) were eligible for diversion from paratransit services. As of June 2014, 207 (72%) of these individuals were still enrolled in the program and using their RTA-provided bus passes. The ability to track the continued success of the travel training program is currently not used by VTrans and Omnitrans, which is one area the Committee asked them to explore in January 2015, because individuals are not offered free bus passes after the initial 31-day period as they are at RTA. While there is extensive coordination between VTrans and community agencies, there are what SANBAG staff considers to be perceived barriers between VTrans and Omnitrans that are restricting the ability of VTrans to have the measured impact on paratransit services that RTA has had.

- While travel training can be shown to divert riders to fixed route services, RTA has gone so far as to modify fixed route bus stops to accommodate potential riders and also replaced costly paratransit service with express shuttle service at core locations to connect to fixed route service. This type of change to various services allows riders to leave more expensive services for fixed route and can be more efficiently accomplished when one agency is providing all services.
- VTrans supports the transportation programs of many important community agencies throughout the Valley including Pomona Valley Workshop, Central City Lutheran Mission, Community Connections, and OPARC by providing Measure I funds to leverage other funds. However, it is important to recognize that VTrans is not operating these transportation programs, but essentially providing grant funds to support the service provided by the agency. The majority of community agencies working with VTrans are also receiving federal grant funding that is administered by Omnitrans as this is not a function VTrans is eligible to perform. If Omnitrans were the CTSA, it would be one agency dedicated to coordinating local and federal funding needs of these community agencies.
- VTrans' Five-Year Business Plan proposes additional ventures, such as the maintenance facility that has already been constructed, consulting services, and further expansion of technical staff, intended to grow VTrans as an organization beyond the constraints of Measure I, which is funding the start-up of these activities. As the expansion of the organization goes beyond the eligibility of the Measure I funds, it becomes increasingly difficult to isolate which operational costs of the organization are attributable to Measure I activities and therefore eligible for Measure I funds.
- "...the fact is that the senior staff of the successful organizations have been the champions of coordination and among the most zealous in pursuing its objectives. This role is not a duplication of administration but instead a new form of leadership dedicated to very specific objectives. The leadership of a new nonprofit CTSA in San Bernardino should be no different."

It should not be assumed that an existing transit agency cannot employ the sort of individual that is passionate about coordinated transportation. RTA is the perfect example of having the right individual with a passion for success for the CTSA. While Omnitrans may not currently have the staff that fills this role, the designation of CTSA also brings funding with it that can allow Omnitrans to add the staff necessary to fill the function that VTrans has served. Because of administrative overlap between the two agencies, Omnitrans estimates that they would be able to provide the same services at a slightly lower cost than VTrans is currently budgeting.

While VTrans has implemented the functional programs above, there is question as to whether the programs are as effective as they could be under an alternative CTSA structure, particularly in light of the success RTA is demonstrating with its consolidated CTSA/transit operator function. As was presented at the February 2015 Board meeting, there are minor operational efficiencies that can be achieved by VTrans and Omnitrans sharing resources, such as IT support, legal, marketing, and office space. However, after receiving RTA's presentation on Freedom to Go, it became apparent that there are other efficiencies that can be achieved through a combined CTSA/transit agency. Although VTrans' Five-Year Business Plan suggests the possibility of VTrans taking over Access services from Omnitrans in the future, which would be full

implementation of the agency model recommended for approval by the SANBAG Board in 2010, this would place a substantial amount of public funding in the hands of a Board that is not required to be composed of elected officials and still not allow for the operational efficiencies that can be achieved by the connection to fixed route service.

In consideration of this discussion and the information contained in the prior item concerning the Five-Year Business Plan, VTrans' plans for future growth, and the added cost of supporting two separate entities with overlapping responsibilities, staff recommends that the Board take this opportunity to review the efficiency of the CTSA model chosen in 2010 in advance of the June 30, 2018, expiration of the funding agreement with VTrans for CTSA services. California Government Code Section 15951, which defines the intent of the Legislature in promoting the consolidation of social service transportation services, and Government Code Section 15952, which sets out the parameters by which CSAAs are to attain the benefits set out in the legislative intent, emphasize the importance of using existing administrative capabilities and expertise and existing agency operating and maintenance personnel and expertise in centralization and consolidation activities, as well as involving local elected officials in the process.

Staff recommends that the effectiveness of this model in the use of the Measure I resources available for this purpose be examined by requesting Omnitrans to analyze the VTrans Five-Year Business Plan and provide a financial estimate of the cost of providing certain appropriate CTSA services that are currently being or are proposed to be provided by VTrans but that Omnitrans demonstrates they could provide more efficiently or effectively. Additionally, because the current funding agreement with VTrans expires on June 30, 2018, staff recommends Omnitrans prepare a transition plan for potentially shifting responsibility for those certain services from VTrans to Omnitrans by June 30, 2018, with special consideration of the importance of developing a program that addresses the intent of not only Measure I but also State law in designation of a CTSA. This information, along with information recommended for inclusion in VTrans' Five-Year Business Plan, will provide data so that the Board can identify whether designation of an additional CTSA in the Valley with a split in functions between the two agencies would provide a more cost effective and efficient means of meeting the legislative intent of the establishment of a CTSA.

***Financial Impact:***

This item is consistent with the Fiscal Year 2014/2015 SANBAG Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (5-4-0; Opposed: Eaton, Robertson, Musser and Ramos) by the Commuter Rail and Transit Committee on May 14, 2015.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

Approved  
Board of Directors  
Date: June 3, 2015

Witnessed By:

ITEM #           F3          

**DATE:** September 2, 2015

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

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

**FROM:** Don Walker, Director of Finance

**SUBJECT: ADOPT RESOLUTION NO. 284-15 DECLARING OMNITRANS' RANCHO CUCAMONGA PROPERTY SURPLUS AND AUTHORIZE THE SALE BY PUBLIC AUCTION**

**FORM MOTION**

Adopt Resolution No. 284-15, declaring Omnitrans' Rancho Cucamonga Property Surplus and authorize the sale by public auction.

**BACKGROUND**

On October 1, 2014, Omnitrans Board of Directors authorized the Chief Executive Officer/General Manager to proceed with the disposition of the 28.8 acre property located in Rancho Cucamonga, California (Mid-Valley). Additionally, the Board of Directors approved a professional services agreement between Omnitrans and the San Bernardino County Real Estate Services Department (RESA) for disposition of the property.

After offering the property to governmental agencies, and advertising to the public for forty-five (45) days, an auction was held on January 8, 2015. Hillwood Investment Properties, Ontario, CA submitted the highest and final oral bid in the amount of \$25,750,000.

After months of negotiations, and extending the due diligence period by an additional 45 days, on May 20, 2015, Hillwood elected to terminate the Purchase and Sale Agreement and cancel the Escrow.

Since cancellation of Escrow by Hillwood, a new land appraisal and review appraisal were completed; both are required by the Federal Transit Administration (FTA) within six (6) months of disposition of real property. The appraised value of the property is \$19.1 million vs. \$21.3 million in the first appraisal. The reduction in appraised value is attributed to the amount of buildable acres on the property.

Prior to the sale of the property at public auction, a resolution must be adopted by the Omnitrans Board of Directors declaring the property as surplus, and authorizing its sale. The County of San Bernardino's RESD will advertise the property for sale at auction for 45 days to the public.

Adoption of this resolution will set the new public auction date for Thursday, October 22, 2015 at 11:00 a.m. in the Joshua Room, located on the first floor of the County Government Center.

### **FUNDING SOURCE**

The cost associated with the RESD for disposition of the property is budgeted in the Administration Department's Operating Budget as follows:

Department	1300
Expenditure Code	503990

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

Short Range Transit Plan/Strategic Initiative Supported – This item supports Strategic Initiative 3 West Valley Connector Corridor as the majority of the proceeds from the sale will be dedicated to implementation of the West Valley Connector.

### **CONCLUSION**

Adoption of the resolution will allow the County RESD to advertise the property for sale at auction.

PSG:DW

Attachment: Resolution No. 284-15

## RESOLUTION NO. 284-15

### RESOLUTION DECLARING PROPERTY SURPLUS AND AUTHORIZE THE SALE BY PUBLIC AUCTION

WHEREAS, the below referenced property was acquired for public purposes and is no longer necessary to be retained for the uses and purposes of Omnitrans:

Approximately 28.73 acres of land located at 12400 Arrow Route in the City of Rancho Cucamonga.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors for Omnitrans hereby declares their intention to sell, exchange, or convey said parcel pursuant to Government Code Sections 37350 et seq. and Government Code 54220 et seq. and San Bernardino Municipal Code 2.65.010 et seq., and directs the County of San Bernardino Real Estate Services Department to dispose of said parcels in accordance with the terms set forth below:

<u>PUBLIC AUCTION</u>	<u>MINIMUM BID</u>	<u>DEPOSITS WITH BIDS</u>
Sell 28.73 acres at public auction APNs: 0229-021-60	\$21,300,000.00	Deposit A: \$2,13,000,000.00 Deposit B: \$ 130,100.00

#### MINIMUM ACCEPTABLE TERMS:

- 1) All bids will require (a) a deposit in the form of a cashier's or certified check in the amount of \$2,000,000.00 ("Deposit A"), and (b) a deposit in the form of a cashier's or certified check in the amount of \$130,100 ("Deposit B"). Deposit A and Deposit B are referred to herein, collectively, as the "Deposit."
- 2) The successful bidder will be required to execute and deliver to Omnitrans a purchase and sale agreement within three (3) business days of delivery to successful bidder by Omnitrans of an execution copy of the purchase and sale agreement in substantially the form provided to each bidder and attached hereto as Exhibit "A".
- 3) The Due Diligence period of ~~thirty (30)~~ **forty-five (45)** days to commence upon **opening of escrow**. ~~the approval, execution and delivery of the purchase and sale agreement by both parties.~~
- 4) ~~The deposit~~ **Deposit B** of the successful bidder will become non-refundable upon a determination of the successful bidder at the public auction and the successful bidder will acknowledge in writing that the deposit is non-refundable. The ~~deposit~~ **Deposit** will be returned to the successful bidder only upon a default by Omnitrans under the purchase and sale agreement. ~~less \$100 as independent contract consideration as set forth in the purchase and sale agreement.~~
- 5) The Buyer will have a maximum of sixty (60) days to complete the escrow period beginning the day escrow is opened. There will be no **land use** entitlement period provided to the successful bidder.

Oral bids will be considered in accordance with California Government Code Section 25531, as follows:

“Before accepting any written proposal, the board shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to purchase the property ... upon the terms and conditions specified in the resolution for a price ... exceeding by at least 5 percent, the highest written proposal which is made by a responsible person, such highest oral bid shall be finally accepted.”

All bids will require a ~~deposit~~ **the deposits described herein above** in the form of a cashier's or certified checks. The purchase price is to be paid in cash. The auction shall take place at the County of San Bernardino Government Center, 385 N. Arrowhead Avenue, San Bernardino on Thursday, October 22, 2015, at 11:00 a.m.

Final acceptance of any bid will be subject to the Board of Directors approval. The Board of Directors reserves the right to reject any and all bids and may withdraw the property from sale.

The CEO/General Manager of Omnitrans is hereby authorized to execute and deliver any and all documents, including the Purchase and Sale Agreement, necessary to effectuate the transactions contemplated herein.

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Omnitrans Board of Directors, at their regular meeting held on the 2<sup>nd</sup> day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

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Sam Spagnolo, Chair  
Omnitrans Board of Directors

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P. Scott Graham, CEO/General Manager  
Secretary, Omnitrans Board of Directors

Approved as to form:

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Carol Greene  
Legal Counsel for Omnitrans



# EXHIBIT "A"

## PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS FOR AUCTION SALES

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is dated as of \_\_\_\_\_ 2015 and is entered into by and between Omnitrans, a joint powers authority ("OMNITRANS") and \_\_\_\_\_ ("BUYER")

### RECITALS

A. OMNITRANS is the owner of the fee simple interest in that certain real property (APN 0229-021-60) located at 12400 Arrow Route in the City of Rancho Cucamonga consisting of approximately 28.73 acres of vacant land as shown on Exhibit "A" Legal Description and referenced as (the "Property").

B. BUYER, the highest bidder, in accordance with California Government Code Section 25531, "Oral Bids", is able to acquire from OMNITRANS, the property located at 12400 Arrow Route in the City of Rancho Cucamonga (APN 0229-021-60) for the highest bid price of \$\_\_\_\_\_.

C. OMNITRANS has determined that the Property is surplus to its needs, and is authorized to sell all or a portion of the property to BUYER for the highest bid in accordance with California Government Code Sections 37350 et seq, 54220 et seq and San Bernardino City Municipal Code Section 2.65.010 et seq.

D. OMNITRANS and BUYER agree that the value set by the highest bid on the Property is \$\_\_\_\_\_ and BUYER agrees the purchase of the property is **AS-IS**.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions of this Agreement, OMNITRANS and BUYER hereby agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Purchase and Sale of Property.

Subject to all of the terms, conditions and provisions of this Agreement and for the consideration set forth below, OMNITRANS hereby agrees to sell, convey and transfer to BUYER and BUYER hereby agrees to acquire all of the right, title and interest of OMNITRANS in and to the Property (the "Transaction").

The Property will be conveyed to BUYER when the Purchase Price is paid in full in accordance with this Agreement.

Section 3. Consideration.

As a condition to OMNITRANS's performance hereunder, BUYER shall pay to OMNITRANS total consideration in the amount of \$\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00) ("Purchase Price") for the Property. As part of the auction for the Property, BUYER has deposited \$\_\_\_\_\_ (with Omnitrans the "amount of TWO

MILLION AND 00/100 DOLLARS (\$2,000,000) ("Deposit") with OMNITRANS. A") and BUYER has deposited with Omnitrans the amount of ONE HUNDRED THIRTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$130,100.00) ("Deposit B"). Deposit A and Deposit B are referred to herein, collectively, as the "Deposit." A portion of the Deposit, in the amount of One Hundred Dollars (\$100.00), will be referred to herein as the "Independent Contract Consideration" and, notwithstanding anything to the contrary contained herein, will not be refundable to the BUYER. From and after the effective date, in the event the transaction contemplated hereby is consummated, the Deposit shall be credited against BUYER's payment obligations hereunder. The Deposit shall be subject to refund to BUYER, or retention by OMNITRANS, on the terms and conditions of this Agreement.

#### Section 4. BUYER's Option of Opening of Escrow.

(a) All expenses incurred in the transfer of title, including but not limited to escrow, Title Policy (as defined in Section 8, below), documentary stamps and recording fees are to be paid by BUYER.

(b) The transfer and sale of the Property shall take place through escrow (the "Escrow"), and such Escrow shall be administered by Fidelity National Title, 3237 E. Guasti Rd., Ste. 105, Ontario, CA 91761, Attn: Janette DeLap (Phone: 909- 569-0225) ("Escrow Holder"). The Escrow for the Property shall be deemed open ("Opening of Escrow") upon the receipt by the Escrow Holder of a copy of this Agreement executed by OMNITRANS and BUYER. OMNITRANS and BUYER shall each execute this Agreement and open escrow within seven (7) days after approval of this Agreement by the OMNITRANS's Board of Directors. The date of Opening of Escrow shall be memorialized by Escrow Holder in writing delivered to the parties.

(c) While held by OMNITRANS, the Deposit shall be held in a non-interest bearing account. Within three (3) business days of the Opening of Escrow, OMNITRANS shall deliver the Deposit to the Escrow Holder for deposit in an interest-bearing account and interest accruing thereon shall be added to and will become a part of the Deposit, for the account of BUYER. A portion of the Deposit, in the amount of One Hundred Dollars (\$100.00), will be referred to herein as the "Independent Contract Consideration" and notwithstanding anything to the contrary contained herein, will not be refundable to the BUYER. From and after the effective date of this Agreement, in the event the Transaction contemplated hereby is consummated, the Deposit shall be credited against BUYER's payment obligations hereunder. The Deposit shall be subject to refund to BUYER, or retention by OMNITRANS, on the terms and conditions of this Agreement.

(d) If this Agreement is terminated or Escrow is cancelled as a result of a default by OMNITRANS, then OMNITRANS shall be solely responsible to the Escrow Holder for payment of all customary and reasonable escrow cancellation charges to the Escrow Holder without further or separate instruction to the Escrow Holder. If this Agreement is terminated or Escrow is cancelled for any reason other than OMNITRANS' default, then BUYER shall be solely responsible for the payment of all customary and reasonable escrow cancellation charges to the Escrow Holder without further or separate instruction to the Escrow Holder.

#### Section 5. Due Diligence Period

As used in this Agreement, the term "Due Diligence Period" shall refer to a period of time to expire at 5:00 p.m., Pacific Time, on the date which is ~~thirty (30)~~forty-five (45) days from the Opening of Escrow to allow the BUYER the opportunity to investigate the

condition and suitability of the Property for BUYER's intended use. In the event BUYER finds the Property unsatisfactory for any reason, at its sole discretion, BUYER shall notify OMNITRANS and Escrow Holder in writing prior to the expiration of the Due Diligence Period and, thereafter, OMNITRANS and BUYER shall have no further obligation to each other, Escrow shall be cancelled and this Agreement shall automatically terminate on the date of such election and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement; **PROVIDED HOWEVER THAT THE DEPOSIT A (INCLUDING INTEREST ACCRUED THEREON) SHALL BE RETURNED TO BUYER AND BUYER SHALL PAY ESCROW CANCELLATION CHARGES; AND PROVIDED FURTHER THAT DEPOSIT B (INCLUDING INTEREST ACCRUED THEREON) SHALL BE RETAINED BY OMNITRANS AND BUYER SHALL PAY ESCROW CANCELLATION CHARGES.** BUYER's failure to give written notice of termination to OMNITRANS on or before the expiration of the Due Diligence Period shall constitute an election by BUYER to waive the termination right contemplated under this Section 5 and proceed with this Agreement, subject to all the other terms and conditions of this Agreement.

#### Section 6. Close of Escrow.

As used herein, "Close of Escrow" means and refers to the close of Escrow for the Property and the transfer of fee title to the Property by OMNITRANS to the BUYER pursuant to grant deed in the form of Exhibit "B" attached hereto (the "Deed". The Close of Escrow shall take place on the Closing Date. The "Closing Date" shall mean the date on which the conditions set forth in this Agreement for the Close of Escrow for the transfer of the Property have been satisfied, and the Deed is recorded by the Escrow Holder. The Property shall be transferred to BUYER at the Close of Escrow, provided that within the periods of time set forth in this Agreement: (i) BUYER has not terminated this Agreement, (ii) BUYER has accepted the Deed, and (iii) all other conditions of the Close of Escrow set forth in this Agreement have been met and BUYER has paid, or caused to be paid to the Escrow Holder all applicable Escrow costs relating to such closing. The Close of Escrow shall occur on a date designated by BUYER (on advance notice to OMNITRANS) no later than sixty (60) days after the Opening of Escrow unless otherwise extended by both parties.

#### Section 7. Escrow Instructions.

OMNITRANS and BUYER each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall supersede and be controlling.

#### Section 8. Conveyance of Title.

On or before the Close of Escrow, OMNITRANS shall deliver to the Escrow Holder the Grant Deed, duly executed and acknowledge by OMNITRANS. The Escrow Holder shall be instructed to record the Deed in the Official Records of San Bernardino County, California, if and when the Escrow Holder holds the funds for OMNITRANS as set forth herein and can obtain for BUYER an ALTA owner's extended coverage policy of title insurance ("Title Policy") issued by \_\_\_\_\_ Title Company or a title company of BUYER's choice (the "Title Company") with liability in an amount equal to the Purchase Price together with such endorsements to the policy as may be reasonable requested by BUYER, insuring that fee title to the Property is vested in BUYER, free and clear of

options, rights of first refusal or other purchase rights, leases or other possessory interests, lis pendens and monetary liens and/or encumbrances and subject only to:

- (1) non-delinquent real property taxes;
- (2) dedication of streets abutting the Property;
- (3) zoning ordinances;
- (4) utility easements common to any subdivision of which the Property is a part; and
- (5) such other title exceptions, if any, resulting from documents being recorded or delivered through Escrow in accordance with the provisions of this Agreement.

Section 9. Inspections and Review.

(a) BUYER shall accept the delivery of possession of the Property (including but not limited to, subterranean structures and soil conditions), in an **“AS IS,” “WHERE IS” and “SUBJECT TO ALL FAULTS” condition.** BUYER hereby acknowledges that it has relied solely upon its own investigation of the Property and its own review of such information and documentation as it deems appropriate. BUYER is not relying on any statement or representation by OMNITRANS, any employee, official or consultant of OMNITRANS relating to the condition of the Property. OMNITRANS makes no representations or warranties as to whether the Property presently complies with environmental laws or whether the Property contains any hazardous substance. Furthermore, to the extent that OMNITRANS has provided BUYER with information relating to the condition of the Property, OMNITRANS makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information

(b) From and after the Close of Escrow, BUYER, on behalf of itself and its successors, waives and releases OMNITRANS and its successors and assigns from any and all costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any of the following matters and conditions relating to the Property which exist as of the date of the Close of Escrow: (i) the physical condition of the Property or any above ground or underground improvements thereon, (ii) the condition of the soils, (iii) the suitability of the soils for the improvement of any proposed project, or (iv) any law or regulation applicable thereto.

(c) BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, BUYER acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 9 without limiting the generality of the foregoing:

The undersigned acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

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

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as Well as under any other statutes or Common law principles of similar effect.

Initials of BUYER: \_\_\_\_\_

(d) The provisions of this Section 9 shall survive the Close of Escrow, and shall be binding upon BUYER.

(e) OMNITRANS shall assist and cooperate with BUYER in endeavoring to remove title exceptions unacceptable to BUYER, but OMNITRANS shall have no obligation to cause such objections to be removed or to expend any sums in such endeavor, except that OMNITRANS shall remove all monetary liens and encumbrances created by or as a result of OMNITRANS' activities.

(f) OMNITRANS covenants not to further encumber and not to place any further liens or encumbrances on the Property, including, but no limited to, covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer options to lease, leases, tenancies, or other possessory interests.

(g) OMNITRANS also covenants not to authorize or permit others to take any action that adversely affects the physical condition of the Property or its soils.

#### Section 10. Closing Costs, Prorations, Possession.

(a) BUYER shall pay the premium for the ALTA extended coverage Title Policy, cost of procuring a survey and all requested ALTA survey policy endorsements, the cost of recording the Deed and any documentary or other transfer taxes payable on account of the conveyance of the Property to BUYER.

(b) BUYER shall pay 100% of the Escrow Holder's charges and fees which may be charged by the Escrow Holder in connection with the Close of Escrow.

(c) BUYER shall be entitled to exclusive possession of the Property immediately upon the Close of Escrow.

(d) All prorations shall be made in accordance with customary practice in San Bernardino County, except as otherwise expressly provided in this Agreement. All prorations shall be on an "actual day" basis and a three hundred sixty-five (365) day year.

#### Section 11. Representations and Warranties.

(a) OMNITRANS hereby makes the following representations, covenants and warranties:

(1) Power and Authority. OMNITRANS has the legal power, right and authority to enter into this Agreement and to execute the instruments and

documents referenced herein, and to consummate the Transaction contemplated hereby.

(2) Requisite Action. OMNITRANS has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the Transaction contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein for or on behalf of OMNITRANS have been duly authorized to so act on behalf of OMNITRANS and this Agreement and any such instrument or document is valid and legally binding on OMNITRANS and enforceable against OMNITRANS in accordance with their respective terms.

(4) No Litigation. There is no pending or, to the best of OMNITRANS's knowledge, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the Property.

(5) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by OMNITRANS of its obligations hereunder and thereunder shall result in a breach or constitute a default under any agreement, document, instrument or other obligation to which OMNITRANS is a party or by which OMNITRANS may be bound or a breach or violation under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to OMNITRANS, the Property or the Transaction contemplated hereby.

(6) Operation and Condition Pending Closing. Between the date of this Agreement and the Close of Escrow hereunder, OMNITRANS will continue to manage, operate and maintain the Property in the same manner as existed prior to the execution of this Agreement.

(7) Contracts. There are no contracts or agreements to which OMNITRANS is a party relating to the operation, maintenance, development, improvement or ownership of the Property which will survive the Close of Escrow.

All representations and warranties contained in this Section 11(a) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

(b) Warranties and Representations by BUYER. BUYER hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by OMNITRANS has been made in material reliance by OMNITRANS on such covenants, representations and warranties:

(1) BUYER has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the Transaction contemplated hereby. The persons executing this Agreement and such other instruments as may be referenced herein on behalf of BUYER hereby represent and warrant that such persons have the power, right and authority to bind BUYER.

(2) BUYER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the Transaction contemplated hereby, and no consent of any other party is required.

(3) This Agreement is, and all instruments and documents to be executed by BUYER pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon BUYER and enforceable in accordance with their respective terms.

(4) Neither the execution of this Agreement nor the consummation of the Transaction contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound, or a breach or violation under law, statute, ordinance, rule governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

All representations and warranties contained in this Section 11(b) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

#### Section 12. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Property shall participate in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

#### Section 13. Nonliability of Officials and Employees.

No officer, official or employee of OMNITRANS shall be personally liable to BUYER, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

#### Section 14. Indemnification.

BUYER agrees to indemnify and hold OMNITRANS and its officers, employees and agents harmless from and against all damages, judgments, costs, expenses and attorney's fees arising from or related to any act or omission of BUYER in performing its obligations hereunder, including such that arise as the result of BUYER's investigations of the Property. OMNITRANS shall give BUYER written notice of the occurrence of a claim, litigation or other matters for which OMNITRANS seeks indemnity under this Section as promptly as practicable following OMNITRANS knowledge of the occurrence of such matter and OMNITRANS shall reasonably cooperate with BUYER in the defense of any such claim or matter and shall not take any action that would adversely affect BUYER's defense of such matter.

#### Section 15. Default.

(a) Default by BUYER; Limitation on Liability; Liquidated Damages.  
**IF BUYER REFUSES OR FAILS TO CONSUMMATE THE CLOSE OF ESCROW UNDER THIS AGREEMENT FOR ANY REASON OTHER THAN: (I) THE FAILURE OF AN EXPRESS CONDITION PRECEDENT TO BUYER'S OBLIGATION TO CLOSE, OR**

(II) ANY OTHER EXPRESS RIGHT OF BUYER SET FORTH IN THIS AGREEMENT TO TERMINATE THIS AGREEMENT, AND IF BUYER FAILS TO CURE ANY SUCH FAILURE TO COMPLETE THE CLOSE OF ESCROW WITHIN TEN (10) DAYS FOLLOWING RECEIPT OF A WRITTEN NOTICE FROM OMNITRANS INDICATING THE NATURE OF ANY DEFAULT ON THE PART OF BUYER, OMNITRANS SHALL THEN RETAIN THE DEPOSIT PLUS ANY INTEREST ACCRUED THEREON. THE PARTIES HAVE AGREED THAT OMNITRANS' ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. OMNITRANS AND BUYER AGREE THAT THE DEPOSIT IS A FAIR AND REASONABLE AMOUNT TO BE RETAINED BY OMNITRANS AS AGREED AS LIQUIDATED DAMAGES IN LIGHT OF OMNITRANS' REMOVAL OF THE PROPERTY FROM THE MARKET AND THE COSTS INCURRED BY OMNITRANS, AND SHALL NOT CONSTITUTE A PENALTY OR A FORFEITURE. OMNITRANS MAY ALSO BRING AN ACTION FOR SPECIFIC PERFORMANCE, PROVIDED, HOWEVER, THAT ANY SUCH ACTION FOR SPECIFIC PERFORMANCE SHALL BE FILED AND SERVED BY BUYER WITHIN THIRTY (30) DAYS OF THE DATE OF THE ALLEGED BUYER'S DEFAULT, IT BEING THE INTENT OF THE PARTIES HERETO THAT ANY FAILURE OF OMNITRANS TO MEET THE TIME DEADLINE SET FOR FILING SHALL BE DEEMED TO BE OMNITRANS' ELECTION TO WAIVE AND RELINQUISH ANY RIGHTS TO ENFORCE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

BY PLACING ITS INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS:      Seller: \_\_\_\_\_      Buyer: \_\_\_\_\_

(b) Default By Seller; Other Failure To Consummate Agreement. IN THE EVENT OF ANY DEFAULT BY ON THE PART OF OMNITRANS UNDER THIS AGREEMENT, WHICH OMNITRANS FAILS TO CURE WITHIN TEN (10) DAYS FOLLOWING RECEIPT OF A WRITTEN NOTICE FROM BUYER INDICATING THE NATURE OF ANY DEFAULT ON THE PART OF OMNITRANS, BUYER SHALL HAVE THE RIGHT, IN BUYER'S SOLE DISCRETION AND AS ITS SOLE AND ONLY REMEDIES HEREUNDER TO THE EXCLUSION OF ALL OTHER POTENTIAL REMEDIES, TO EITHER (I) TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT PLUS ANY INTEREST ACCRUED THEREON (LESS THE INDEPENDENT CONTRACT CONSIDERATION) IN WHICH EVENT THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, OTHER THAN PURSUANT TO ANY PROVISION HEREOF WHICH EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT; or (II) BRING AN ACTION FOR SPECIFIC PERFORMANCE, PROVIDED, HOWEVER, THAT ANY SUCH ACTION FOR SPECIFIC PERFORMANCE SHALL BE FILED AND SERVED BY BUYER WITHIN THIRTY (30) DAYS OF THE DATE OF THE ALLEGED OMNITRANS' DEFAULT, IT BEING THE INTENT OF THE PARTIES HERETO THAT ANY FAILURE OF BUYER TO MEET THE TIME DEADLINE SET FOR FILING SHALL BE DEEMED TO BE BUYER'S ELECTION TO WAIVE AND RELINQUISH ANY RIGHTS TO ENFORCE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

INITIALS:      Seller: \_\_\_\_\_      Buyer: \_\_\_\_\_



Section 16. Successor and Assigns. BUYER will not assign its rights, duties or obligations under this Agreement without the prior written consent of SELLER, which consent SELLER may grant or withhold in its sole and absolute discretion. For purposes hereof, any sale or transaction hereinafter involving a transfer of fifty percent (50%) or more of the equity/ownership interests in BUYER will be deemed an assignment. Notwithstanding the foregoing, and subject to any permitted assignee's ability to represent, warrant and certify those matters contained in Section 11(b), BUYER will have the right, after giving written notice to SELLER, to assign this Agreement to an entity which is affiliated with and controlled by BUYER. For the purpose of the preceding sentence, "affiliated with and controlled by BUYER" means an ownership or equity interest of greater than fifty percent (50%) in such entity by BUYER, with BUYER having the authority to direct the actions of such entity. Such written notice will include the name and address of such entity and will set forth, as applicable, all shareholders, officers, general partners, managing members or similar agents exercising managerial authority over the entity. Any such assignee entity will assume all duties and obligations of BUYER pursuant to this Agreement; however, any such assignment of BUYER's interest in this Agreement will not relieve BUYER of any duties, obligations or liabilities hereunder.

Section 17. Exchange. A party (the "Exchanging Party") may structure this transaction as a like kind exchange under Internal Revenue Code Section 1031 (an "Exchange") at such party's sole cost and expense. The other party (the "Cooperating Party") shall reasonably cooperate therein provided that (i) the Closing Date shall in no event be delayed as a result of, or conditioned upon, such party's Exchange, (ii) the Cooperating Party shall incur no additional costs, expenses or liabilities in connection with the Exchanging Party's Exchange, (iii) the Cooperating Party shall not be required to take title to or contract for the purchase or sale of any other property, (iv) the Exchanging Party shall remain fully liable and shall not be relieved of any duties, obligations or liabilities hereunder, and (v) the Exchanging Party shall indemnify, defend and hold the Cooperating Party harmless from and against any and all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by the Cooperating Party relating to or arising out of the Cooperating Party's participation in such Exchange. If the Exchanging Party uses a qualified intermediary to effectuate the Exchange, any assignment of the rights or obligations of the Exchanging Party hereunder shall not relieve, release or absolve the Exchanging Party of its duties, obligations or liabilities to the Cooperating Party and hereunder. The Exchanging Party shall give written notice to the Cooperating Party not less than ten (10) business days prior to the Closing Date if it desires to effectuate an Exchange. In the event both Purchaser and Seller elect to structure this transaction as an Exchange, each shall be an "Exchanging Party" as to its Exchange and a "Cooperating Party" as to the Exchange of the other party.

Section 18. Miscellaneous.

(a) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

(b) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(c) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

Section 19. Additional Agreements; Further Assurances.

Each of the parties hereto shall execute and deliver such documents as the other party shall reasonably request in order to consummate and make effective the Transaction, provided, however the execution and delivery of such documents shall not result in any additional liability or cost to the executing party.

Section 20. Entire Agreement.

(a) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the Property.

(c) The headings to the sections and paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation.

(d) Unless otherwise indicated, references in this Agreement to Sections, paragraphs, clauses and exhibits are to the same contained in or attached to this Agreement and all attachments referenced in this Agreement are incorporated in this Agreement by this reference as though fully set forth in this Section.

Section 21. Approval.

(a) Board of Directors. This agreement is subject to, and will have no force or effect until and unless first approved by the OMNITRANS Board of Directors.

(b) Administrative Approvals. Following its approval by the Board of Supervisors, this Agreement shall be administered by the Executive Director of OMNITRANS ("Director") or his or her designee. Except where the terms of this Agreement expressly require the approval of a matter or the taking of any action by the Board of Directors, any matter to be approved by the OMNITRANS shall be deemed approved, and any action to be taken by the OMNITRANS shall be deemed taken, upon the written approval by the Director (or designee). The Director or designee shall have the authority to issue interpretations with respect to this Agreement and to determine whether any action requires the approval of the Board of Directors.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
As of the dates set forth below

**BUYER :** \_\_\_\_\_

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

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

Its \_\_\_\_\_

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

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

Its \_\_\_\_\_

**SELLER:**

OMNITRANS, a joint powers authority

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

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

Sam Spagnolo, Chair  
Omnitrans Board of Directors

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

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

P. Scott Graham, CEO/General Manager  
Secretary, Omnitrans Board of Directors

Approved as to Legal Form:

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

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

Carol Greene  
Legal Counsel for Omnitrans

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EXHIBIT "A"

**LEGAL DESCRIPTION**

That certain real property located in the city of Rancho Cucamonga, County of San Bernardino, State of California, more particularly described as follows:

That portion of the northwest  $\frac{1}{4}$  of section 8, township 1 south, range 6 west, San Bernardino base and meridian, according to the official plat of said land, described as follows:

Commencing at the southeast corner of the northwest  $\frac{1}{4}$  of said section 8; thence north 30 chains, thence west 20 chains, thence south 30 chains, thence east 20 chains to the point of beginning.

Excepting therefrom all that portion lying northwesterly of the southeasterly line of the state highway as established in that certain final order of condemnation, a certified copy of which was recorded February 13, 1975 in Book 8615, page 992, official records.

Also excepting therefrom all that portion conveyed to Southern Surplus Realty Co., a California corporation, by deed recorded October 2, 1973 in Book 8279, page 59, official records.

Also excepting therefrom a triangular shaped parcel, being a portion of the northwest  $\frac{1}{4}$  of section 8, township 1 south, range 6 west, San Bernardino base and meridian, bounded on the east by the east line of the northwest  $\frac{1}{4}$  of said section 8, bounded on the northwest by the southeasterly line of the state highway (Devore Freeway) as established by final order of condemnation, a certified copy of which was recorded February 13, 1975 in book 8615, page 992, official records of San Bernardino County, and bounded on the south by a line running easterly from the intersection of southeasterly line of the state highway, with the easterly line of that portion conveyed to Southern Surplus Realty Company, a California corporation, by deed recorded October 2, 1973 in book 8279, page 59, official records of San Bernardino County, to the southwest corner of the south  $\frac{1}{2}$  of the south  $\frac{1}{2}$  of the northwest  $\frac{1}{4}$  of the northeast  $\frac{1}{4}$  of said section 8.

EXHIBIT "B"

**GRANT DEED**

DRAFT

ITEM # \_\_\_\_\_ F4

**DATE:** September 2, 2015

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

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

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

**SUBJECT: AUTHORIZE AMENDMENT 3 – CONTRACT PLN13-198  
RUBEN CAMPOS BUS STOP IMPROVEMENT**

**FORM MOTION**

Authorize the CEO/General Manager to execute Amendment 3 to increase Contract PLN13-198, Ruben Campos Bus Stop Improvement, with David Evans and Associates, Inc., of Ontario, CA, by \$33,905 for a new not-to-exceed contract amount of \$148,104.

**BACKGROUND**

On March 5, 2014, the Board of Directors authorized the CEO/General Manager to award Contract PLN13-198 to David Evans and Associates, Inc., of Ontario, CA, for Architectural and Engineering Services for the Ruben Campos Park Bus Stop Improvement Project in the amount of \$50,025 plus a ten percent contingency of \$5,002 for a total not-to-exceed amount of \$55,027. Amendment 1 in the amount of \$2,465 was executed October 15, 2014, to prepare, request and approve an easement. Amendment 2 was approved by the Board of Directors May 6, 2015 to add a CEQA CE environmental study, services during construction, and extend the contract to December 31, 2016, in the amount of \$61,709 bringing the contract total to \$114,199 plus a contingency of \$6,171.

Although Caltrans approved the scope of the original study, they are now requiring Omnitrans to provide additional analyses. To comply with historical/cultural resources and hazards and hazardous materials requirements related to Route 66, a Historic Resources Compliance Report (HRCR) and an Initial Site Assessment (ISA) must be completed.

David Evans and Associates (DEA) submitted a proposal in the amount of \$33,905 for the additional studies. Price is within the range of the Independent Cost Estimate of \$33,910 and is deemed fair and reasonable.

This Amendment 3 will add the additional required HRCR and ISA analyses. Amending the current contract is in the best interest of the Agency as unacceptable delays and unnecessary duplication of costs and effort would occur if a separate procurement was competed. Sole source

is allowable by the Federal Transit Administration (FTA) as stated in FTA Circular 4220.1F, Section 6 3i1d, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipients' needs.

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

### **FUNDING SOURCES**

Funding for this contract is budgeted as follows:

<b>FUNDING</b>	<b>GRANT #</b>	<b>YEAR</b>	<b>PROJECT NAME</b>	<b>INTERNAL ORDER</b>	<b>AMOUNT</b>
Prop 1B	Prop 1B 2008	2008	RUBEN CAMPOS	C081B102P	\$33,905

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

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

### **CONCLUSION**

Approval of Amendment 3 will allow Omnitrans to move forward with the planning, development and improvements of the Ruben Campos Bus Stop Improvement Project.

PSG:JMS:CVM

AMENDMENT 3  
TO CONTRACT PLN13-198

BETWEEN

OMNITRANS

AND

DAVID EVANS AND ASSOCIATES, INC.  
*Ruben Campos Park Bus Stop Improvement*

This Contract Amendment, effective \_\_\_\_\_ is entered into by and between Omnitrans (hereinafter called "Agency") and David Evans and Associates, Inc. (hereinafter called "Contractor").

*RECITALS*

WHEREAS:

- I. Agency and Contractor have entered into Contract No. PLN13-198 on April 14, 2014;
- II. Agency and Contractor amended the Contract under Amendment 1 to include preparation, request and approval for an easement and increased the contract by \$2,465.00, for a not-to-exceed contract amount of \$52,490;
- III. Agency and Contractor amended the Contract under Amendment 2 to extend the contract to December 31, 2016, add an environmental study to the scope of work and increase the contract by \$61,709; and
- IV. The Agency and Contractor hereby agree to amend the Contract under Amendment 3 to add Historic Resources Compliance Report (HRCR) and Initial Site Assessment (ISA) to the scope of work and increase the contract by \$33,905 for a new not-to exceed contract amount of \$148,104.

**NOW THEREFORE**, AGENCY and CONTRACTOR hereby amend their Contract as follows:

- I. Delete Contract Section 1.A, SCOPE OF WORK in its entirety and replace with:
  - A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work Revised 9/2/15 hereto and is incorporated by reference into and made a part of this Agreement.
- II. Delete Contract Section 3, CONTRACT SUM, in its entirety and replace with:

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIRM FIXED UNIT PRICE basis at the fully-burdened fixed rates shown in Attachment B, Fee Schedule Revised 9-2-15, plus reimbursement of any direct costs agreed to in accordance with the provisions of this Section, and subject to the maximum cumulative payment obligation.



OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Forty-Eight Thousand One Hundred Four Dollars (\$148,104), 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.

- V. Delete Contract Section 34, Precedence, in its entirety and replace with:

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of Agreement, (2) Attachment A, Scope of Work Revised 9/2/15, (3) Attachment B –Fee Schedule Revised 9-2-15, (4) provisions of RFQu-PLN13-198, (5) CONTRACTOR's proposal dated December 20, 2013, including CONTRACTOR's Proposal for Additional Services, Ruben Campos Park Bus Stop Improvement dated April 7, 2015, and CONTRACTOR's Proposal for Additional Cultural Resources and Hazards and Hazardous Materials Analyses dated August 12, 2015.

- VI. Attachment A, Revised Scope of Work, delete in its entirety and replace with the attached Attachment A, Scope of Work Revised 9/2/15.
- VII. Attachment B, Revised Fee Schedule, delete in its entirety and replace with the attached Attachment B, Fee Schedule Revised 9/2/15.
- VIII. Unless changed herein, the remainder of Contract No. PLN13-198 remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3, effective as of the day and year first therein above written.

OMNITRANS

DAVID EVANS AND  
ASSOCIATES, INC.

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

\_\_\_\_\_  
Rob Bathke, PE, QSD  
Project Manager

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

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

DP\_\_\_\_

CM\_\_\_\_

## A&amp;E SERVICES – RUBEN CAMPOS PARK BUS STOP IMPROVEMENTS

**Attachment A**  
**SCOPE OF WORK REVISED 9-2-15 / DELIVERABLES**

<b><u>Acronym</u></b>	<b><u>Definition</u></b>
A&E	Architectural and Engineering
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
API	American Petroleum Institute
ASTM	American Society for Testing and Materials
BMP	Best Management Practices
CADD	Computer-aided drafting and design
CEO	Chief Executive Officer
CEQA	California Environmental Quality Act
CUD	Contract Unit Descriptions
DCL	Document Control Log
FD	Final Design
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
IEEE	Institute of Electrical and Electronics Engineers
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NPDES	National Pollutant Discharge Elimination System
NTP	Notice to Proceed
PE	Preliminary Engineering
PM	Project Manager
RFC	Requests for Change
RFI	Requests for Information
RWQCB	Regional Water Quality Control Board
SDC	Services During Construction
SWPPP	Stormwater Pollution Prevention Plan
TO	Task Order
VE	Value Engineering

## A&amp;E SERVICES – RUBEN CAMPOS PARK BUS STOP IMPROVEMENTS

**1. PROJECT SCOPE**

- A. The scope of the engineering design services will include the initial project scoping, field and utility surveys, in addition to mapping of project boundary and right-of-way boundaries.
- B. The Firm will be available to:
  - 1. Prepare, schedule, and conduct one (1) design workshop with stakeholders (i.e., Omnitrans, City of San Bernardino, Caltrans, utility companies, and others as deemed necessary by Omnitrans Project Manager), which will include a presentation of the project schedule and informal project management. Participate in one (1) other stakeholder meeting/public information session, if deemed necessary by Omnitrans Project Manager (Omnitrans staff will coordinate with stakeholders, coordinate meeting location, send out meeting invitations, etc.);
  - 3. Bi-weekly status updates (meetings or conference calls);
  - 4. Meeting coordination, including the preparation of agendas and meeting notes (not less than 24 hour prior to meeting);
  - 5. Submittal of monthly progress reports, with schedule updates, along with monthly invoices with breakdown of labor and indirect expenses;
- C. The project is for engineering design services for the Ruben Campos Park Bus Stop Improvement Project, located at Omnitrans' eastbound Route 14 bus stop on the south side of 5<sup>th</sup> Street east of Medical Center Drive, in San Bernardino, CA. (See attached Project Location Map). Project includes the following components:
  - 1. Construction of bus turnout, including reinforced concrete bus pad, reconstruction of curb and gutter, and pavement replacement in lane adjacent to turnout;
  - 2. Extension of sidewalk along frontage of Ruben Campos Park on south side of 5th Street and other connecting sidewalk as needed to comply with the Americans with Disabilities Act;
  - 3. Relocation of existing trees and addition of new landscaping on south side of 5th Street adjacent to bus turnout and in front of Ruben Campos Park (as allowable within project budget);
  - 4. Relocation of existing bus shelter and amenities, as needed;
- D. The Firm will be responsible for the following:
  - 1. The preparation and revision of concept and plan drawings;
  - 2. Review of Omnitrans' Transit Design Guidelines at <http://www.omnitrans.org/about/reports/>, to ensure consistency of project plans with guidelines;
  - 3. Review application of all applicable laws and regulations to ensure that plans are compliant;

## A&amp;E SERVICES – RUBEN CAMPOS PARK BUS STOP IMPROVEMENTS

4. Coordination of all required permits, including City, Caltrans as needed, and CEQA requirements as needed;
  5. Development of preliminary and final cost estimates;
  6. Preparation of all plans required for permitting (i.e. Water Quality Management Plan, Stormwater Pollution Plan, Traffic Impact Analysis, etc).
- E. The Firm will prepare complete bid, Independent Cost Estimate (ICE) including construction documents, plans, and specifications, and landscape and irrigation plans in two paper sets and two disk sets of all project materials (.pdf final plans, editable electronic plans, documentations of meetings, and correspondence).
- F. All improvements must meet ADA requirements.

## 2. PROJECT PHASES AND SCOPE DETAILS

- A. The Project from design, construction, to startup shall be carried out in the following phases and the effort of this RFQ<sub>u</sub> is for A&E services in all phases in whole as defined below:
- 1) Phase 1/Task Order 1 (Fixed Price Bid)  
 Project Development (A&E Consultant)
    - a) Pre-Design
    - b) Design
      - b.1 Preliminary Engineering
      - b.2 Final Design
  - 2) Phase 2/Task Order 2 (Time and Materials Not-To-Exceed Bid)  
 A& E Service During Construction
  - 3) Optional Task Order 3 (Time and Materials Not-To-Exceed Bid)  
 Environmental Investigation and recommendations, if necessary
- B. A&E Services are divided into three phases. Phase 1 is Project Development including minor phases of Pre-Design, Preliminary Engineering (PE), and Final Design (FD). Phase 2 is for the project's engineering support services during construction of the project. Phase 3 is optional under this RFQ<sub>u</sub> and services include environmental investigation and remediation recommendations of existing facilities to be modified or demolished defined in the scope of work. Additional details are provided in the following sections.

## 3. Phase 1/Task Order 1: Project Development

- A. Upon receipt of NTP for Task Order 1, the Firm shall furnish all services, management, materials and related items and perform all operations necessary to satisfactorily carry out the engineering services per the contract requirements including, but not limited to, the requirements for project management, project

## A&amp;E SERVICES – RUBEN CAMPOS PARK BUS STOP IMPROVEMENTS

administration, contract administration, CADD services, quality assurance, and project control during each engineering phase.

- B. Firm review its design for compatibility with Omnitrans' existing systems affected by the project, and from the perspective of minimizing operating and maintenance costs, minimizing impacts to the environment and community, constructability (the consideration of construction methods and being sure that what is proposed can be built using common construction methods, especially considering the need to maintain street/roadway traffic and provide a safe working environment for contractors), compliance with state and local design requirements (for example, the Americans with Disabilities Act (ADA)), cost-effectiveness, and consistency with design criteria. Completion of Phase 1 shall result in final, stamped construction drawings, specifications, and a certified engineer's estimate.

#### 4. PRE-DESIGN

- A. Prepare, schedule, and conduct one (1) design workshop with stakeholders (i.e., Omnitrans, City of San Bernardino, Caltrans, utility companies, and others as deemed necessary by Omnitrans Project Manager), which will include a presentation of the project schedule and informal project management plan.
- B. Participate in one (1) other stakeholder meeting/public information session, if deemed necessary by Omnitrans Project Manager. (Omnitrans staff will coordinate with stakeholders, coordinate meeting location, send out meeting invitations, etc.)
- C. The Firm shall evaluate and determine if the conceptual design is a workable solution or propose a more cost-effective design as part of the Pre-Design process. The intent of the design workshops is to clearly define the initial set of design criteria from the stakeholders and obtain answers and decisions to any unclear design issues prior to proceeding with PE.

##### 1. DESIGN CRITERIA AND STANDARDS

Firm shall develop Design Criteria and Standards for the project to include at a minimum the following prior to the start of Preliminary Engineering:

- i. Identify design criteria and standards for civil, drainage, lighting, signage, striping, utilities, safety and security.
- ii. Review and identify design standards including but not limited to City of San Bernardino, County of San Bernardino, utility companies, and any other governmental or regulatory agencies and owners affected by the project.
- iii. Obtain approval for the established design criteria and standards to be used for the project from Omnitrans including approval of deviations and waivers.

## A&amp;E SERVICES – RUBEN CAMPOS PARK BUS STOP IMPROVEMENTS

## 2. ENVIRONMENTAL REQUIREMENTS

Complete the environmental investigation necessary to determine the level of requirements to comply with CEQA, if applicable.

## 5. DESIGN – PRELIMINARY ENGINEERING

- A. Firm shall develop the scope of work detailed in this RFQ<sub>u</sub>.
- B. Provide preliminary plan including work flow process, functional layout, utility connections, lighting, structural materials and other details. Show how design integrates into adjacent community and how design features mitigate impacts of the facility.
- C. Produce preliminary design drawings including plans, sections, to support the plan and profile drawings and to form basis for preliminary capital cost estimates and design/bid/build contract documents. Once PE is reviewed and approved, PE shall be the basis to complete FD to 100%.

## 1) PRELIMINARY ENGINEERING (PE):

- a) Upon authorization, the Firm shall advance the conceptual engineering completed to date and develop PE. The Firm shall update the Design Criteria and other standard technical documents as required. Perform all required work to produce drawings, specifications, technical and other reports to complete the project's PE. During PE, the Firm shall continue to refine the design to 30% completion. The PE portion of the total design effort must permit the Project to move rapidly through Final Design with a minimum of design changes, disruptions, or delays. The goal of PE is to complete the design to a point where there is a consensus among stakeholders in the scope of the project, so that the scope can be "frozen" and not changed during Final Design.
- b) Provide a list of designer responses to all client and stakeholder (Omnitrans, City, utility company, etc.) comments on design, including how the comments were addressed.
- c) Firm shall perform preliminary engineering design to a level and extent necessary to satisfy at least the following:
  - i. Resolves all substantial design issues and environmental/third party impacts and mitigations, if applicable;
  - ii. Defines the Project scope and construction sequences;
  - iii. PE level cost estimate and PE level project schedule including proposed construction schedule;
  - iv. Identifies the right of way to establish the Project "footprint"; and

## A&amp;E SERVICES – RUBEN CAMPOS PARK BUS STOP IMPROVEMENTS

v. Defines functional and operating characteristics.

d) Environmental Study

Firm shall prepare an environmental study to facilitate Caltrans' review of an encroachment permit request for Omnitrans' bus stop improvement project located in front of Ruben Campos Park on Fifth Street (State Route 66) at the eastbound Route 14 bus stop at Tia Juana Street.

The scope of environmental work includes the below-listed tasks, and must be consistent with current Caltrans guidance.

*Cultural Resources Specialist*

- Conduct a windshield survey of site
- Conduct research into all available databases of cultural resources pertaining to the project site
- Identify scenic vistas that may be impacted
- Identify scenic resources including trees, rock outcroppings, or historic buildings
- Analyze project plans and determine whether project will potentially degrade the existing visual character or quality of the site and its surroundings
- Identify any historical resources or archeological resources pursuant to §15064.5 of CEQA and determine whether project would cause any adverse impacts to them
- Identify any unique paleontological resources or sites or unique geologic features and determine whether project would have an adverse impact to them
- Determine whether project would disturb any human remains, including those interred outside of formal cemeteries
- Write up an analysis of the above, and incorporated any needed changes after Caltrans' review

## A&amp;E SERVICES – RUBEN CAMPOS PARK BUS STOP IMPROVEMENTS

*Biologist*

- Identify any potential protected species or migratory patterns that may be impacted by the project, by visiting site, reviewing project plans, and checking species lists within any local or regional plans, policies, and regulations, and checking with the US Fish and Wildlife Service
- Identify any tree preservation policies or ordinances that may apply to project and determine whether project would conflict with them
- Identify any adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan, and determine whether project would be in conflict with them
- Write up an analysis of the above, and incorporated any needed changes after Caltrans' review

*Hazardous Materials Specialist*

- Determine whether project site is included on a list of hazardous materials sites compiled pursuant to State of California Government Code Section 65962.5, and determine whether project would create a significant hazard to the public or the environment as a result
- Write up an analysis of the above, and incorporated any needed changes after Caltrans' review

*Geologist/Soils Specialist*

- Determine whether project would result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state, by checking any available mineral resource records
- Conduct soils testing if needed
- Write up an analysis of the above, and incorporated any needed changes after Caltrans' review



A&E SERVICES – RUBEN CAMPOS PARK BUS STOP IMPROVEMENTS

*Environmental/CEQA Specialist and/or Environmental Engineer*

- Determine whether project construction (based upon project plans and consultation with project engineer) would result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project
- Determine whether there are any other potential impacts under CEQA beyond those mentioned in the above sections
- Determine whether the project has the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory
- Determine whether the project has any impacts that are individually limited but cumulatively considerable
- Determine whether the project has any environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly
- Determine any needed mitigation measures for the project
- Determine what, if any, level of more detailed CEQA documentation is necessary
- Prepare a brief environmental study report, to accompany CEQA checklist, and revise if needed after Caltrans' review

e) Historical Resources (Historic Resources Compliance Report)

Caltrans has requested that built environment cultural resources reports be completed in the form of a Historic Resources Compliance Report (HRCR). The segment of US Route 66 on which the undertaking will occur will be evaluated as part of a separate, concurrent undertaking.

## A&amp;E SERVICES – RUBEN CAMPOS PARK BUS STOP IMPROVEMENTS

- As appropriate, the HRCR will acknowledge and incorporate the findings of the concurrent analysis. ICF will draft and send interested parties letters as part of the consultation process, and will also develop the Project Area Limits (PAL) map; a required HRCR attachment. Drafts of the letters, the list of where letters would be sent, and the PAL map will first be reviewed by Omnitrans.
- ICF's architectural historians will complete an HRCR following all Caltrans Guidance as indicated in the Caltrans Standard Environmental Reference (SER), Volume 2, Chapter 4.
- The completion timeline of the HRCR is contingent upon Caltrans approval of and California State Historic Preservation Officer's (SHPO) concurrence findings for the other report. Once ICF receives this information, the HRCR and PAL map can be completed within three weeks.
- ICF assumes two rounds of comments and potential changes from the lead agency, the prime, or Caltrans.
- All previously conducted research will be used to the maximum extent in order reduce the level of effort needed to complete the HRCR.

## f) Hazards and Hazardous Materials (Initial Site Assessment)

ICF will conduct an Initial Site Assessment (ISA) of the Ruben Campos Park Bus Stop Project in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Site Assessment: Phase I Environmental Site Assessment Process (E 1527-13). The purpose of this ISA will be to review past and present land use practices, current site conditions and adjacent land uses to evaluate for environmental impairment [or recognized environmental conditions (RECs) within the project footprint.

If a potential for environmental impairment or contamination is identified, additional studies/investigations (such as a Phase II investigation) may be recommended to evaluate whether or not contamination exists in the areas identified in the ISA. Additional studies/investigations (including Lead Based Paint [LBP] and Asbestos Containing Materials [ACM] surveys) are not included as part of this scope.

The following tasks will be conducted as part of the ISA:

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- Conduct a search of environmental-related information present in publicly accessible databases using Environmental Data Resources, Inc.
- Conduct a review of readily available aerial photographs and topographic maps to identify former land uses and additional potential areas of concern.
- Conduct a windshield/visual survey of the project location.
- Conduct supplemental research via additional record sources such as the State Water Resources Control Board's Geotracker website, South Coast Air Quality Management District online records and Department of Toxic Substances Control's Envirostor online database.
- Preparation of a report summarizing the results of the ISA, identification of RECs, and recommendations for additional studies, if warranted.

It is assumed that no other technical analyses will be required.

g) Associated Tasks for HRCR and ISA

- Revise and Finalize Draft Technical Analyses per Omnitrans and Caltrans Comments. One round of review by the Omnitrans and Caltrans is assumed.
- Project Management Meetings:
  - i. ICF will coordinate with Omnitrans and Caltrans staff and will attend a maximum of two coordination meetings that may be required to assist in the completion of the project.
  - ii. This scope of work assumes that each of the meetings will require an average of four hours of one to two ICF staff, and includes travel time.
  - iii. Periodic project status updates, via telephone and/or email will occur as well.
  - iv. The project management budget includes internal (among the project team) and external (with the Omnitrans and Caltrans) coordination time, as well as invoicing and other administrative tasks.
- Schedule is dependent on the findings of the nearby project located on State Street. Completion of the draft reports is estimated within four weeks upon completion of that project.

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## 2) STANDARD SPECIFICATIONS

Assemble the standard contract technical specifications and performance specifications. Produce Standard Technical Specifications and Performance Specifications reflecting the verified and updated specs for Omnitrans review and approval.

## 3) APPLICABLE STANDARDS

a) The engineering design for this project shall be done in accordance with all local, county, state, federal, and industry standards, rules and regulations as applicable. The following standards apply:

- i. Manual on Uniform Traffic Control Devices (MUTCD)
- ii. Public Works – Standard Drawings, City of San Bernardino
- iii. Standard Specifications and Plans, County of San Bernardino
- iv. Greenbook Standard Specifications for Public Works, American Public Works Association

b) The current standards of IEEE, API, ASTM, ACI, AISC, NEC, FTA, FHWA, Corps of Engineers, San Bernardino County Flood Control District, SANBAG, City of San Bernardino, San Bernardino County, utility companies, and other local entities may be applicable.

## 4) TOPOGRAPHIC SITE SURVEYS

Conduct topographic site surveys of the areas of interest, producing topographic mapping showing terrain features, contours, spot elevations, and the like. This work includes, but is not limited to, determination of details such as location of trees, curb cuts, lighting, adjacent building and parking, curb joint elevations, back of sidewalk elevations, pavement joint elevations, grading limits, modifications to existing slopes, drainage system, limits of construction, critical building and other structure offsets; and property limits. Topography survey shall show trees and all relevant site features.

## 5) UTILITY SURVEYS AND COMPILATION MAPS

a) Apply topographic surveying techniques to record the presence of existing utility lines and structures. The Firm shall collect pertinent record drawings from city, county, and utility owner's maps and records, conduct field surveys to locate and verify existing underground and overhead utilities. Recognize that existing utilities that might impact the design of the Project include storm drainage (pipes and channels), sanitary sewers, gas lines and valve boxes, petroleum product pipelines, water mains and valves, power lines, poles, duct banks and vaults, steam pipelines and communications systems both underground and overhead

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(telephone, telegraph, alarm systems, cable transmission systems, fiber optics.)

- b) Locate such utility facilities by standard field survey methods and if necessary, utilize electronic equipment such as ground penetrating radar. Potholing for location verification may be accomplished, as needed, by the Firm, with involvement from Omnitrans. The Firm shall perform the research of utility companies and other agencies for records necessary to secure all of the information, clearances, and/or plan review services required for identifying, locating, and accurately laying out all of the underground facilities. Underground Service Alert of Southern California must be contacted 48 hours prior to the scheduled fieldwork.
- c) Firm shall be responsible for obtaining and complying with required Permits, preparing Storm Water Pollution Prevention Plans, and restoring the areas where the potholing is performed. If a proposed pothole is in an area suspected to contain contaminated soils and/or groundwater, the Firm shall prepare a task specific Health and Safety Plan. As the Firm is performing the utility potholing, they shall look for signs of contamination, such as discolored soil or odors, and send samples for testing.
- d) Prepare and submit a set of utility compilation maps showing the array of existing utility lines and facilities at a suitable scale, of 1" = 10', 1" = 20', or the selected base map scale, depending on the density of lines and the need for clarity. Identify each utility by owner, type, size, and location using a separate matrix array keyed to the map set.

6) BASE MAP DEVELOPMENT

Produce final design quality base maps using an appropriate blending of control surveys and topographic surveys and plotting. These design base maps shall be at a scale of 1" = 40' unless otherwise required by the City or stakeholders. Where more details are required, base map insets or site plans shall be at scales of 1" = 10' or 1" = 20'.

7) GEOTECHNICAL INVESTIGATIONS

- a) Firm shall collect and review previously completed geotechnical reports for the area, including, but not limited to, reports prepared by/for the City of San Bernardino. Firm shall be responsible for all work required to obtain and comply with all permits necessary to carry out the Geotechnical Work Plan including, but not limited to, boring permits, excavation permits, and Storm Water Pollution Prevention Plans (SWPPPs).

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- b) Firm shall recommend preliminary design values for the pavement and soil/structure interfaces and the limits of over-excavation and recompaction.

8) CONTAMINATED SOIL OR GROUNDWATER

In conjunction with Geotechnical Investigations, provide engineering support to Omnitrans for soil and groundwater (if encountered) tests and analysis; identification of soil contamination; recommendation of methods of handling contamination if encountered during field investigation. If contaminated soil or groundwater is found, provide a scope of work to determine the extent of the contamination, remedial alternatives, lead government agency cleanup requirements, cost and schedule impacts as Optional Task Order 36. Omnitrans and Firm shall negotiate a scope and budget for a change order to perform this work.

9) HAZARDOUS SUBSTANCE IDENTIFICATION

In conjunction with the preliminary geotechnical investigations and to the extent necessary, test for the presence of chemical contamination such as arsenic, lead, fuels, crude oil, metal, pesticide/herbicide residues and petroleum oil and lubricants. Incorporate the findings of this subtask in the geotechnical report. Firm shall provide Phase 2, page 35, which can be performed during the geotechnical investigation. Firm shall prepare a work plan on how Firm shall proceed with Phase 2 work prior to commencement of field activities.

10) PERMITS

- a) Firm shall assist Omnitrans in determining the type of permits that may be required from various agencies before the Project can be approved for construction. These permits often require mitigation. It is essential that potential permits be identified at the earliest stage, along with an estimate of the cost for mitigation, if needed. In addition, support Omnitrans by identifying what permits, licenses and special or specific agreements are required to implement the Project (other than routine construction permits). Where such need is identified, define the purpose, regulation, application procedures, and permit turn around timing. The required permits shall be shown in the Project schedule along with critical path.
- b) Keep Omnitrans informed of new regulations and permitting requirements. Designs shall meet existing and new regulations. Keep up-to-date of proposed future regulations related to the project and support Omnitrans in making an informed decision (cost to benefit analysis) to include future compliance items for the current design. The Firm shall include such future regulatory

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compliance items as determined by Omnitrans as a part of the design.

- c) Prepare and submit application with text and required graphic exhibits to support agreement documents and permits. Follow through with the application process until the permission is granted or permits obtained. The Firm shall determine the proper submission timing to successfully complete Final Design, page 32. Prepare and submit the agreements, permits, licenses, and other clearances required as a part of the PE report for the Project.

11) PRELIMINARY DESIGN OF UTILITY RELOCATIONS

- a) Utilizing the recorded and checked locations of utility lines and facilities in or near the Project, determine the methods by which conflicts between such existing utility lines and structures and proposed construction and facilities may be resolved. The Firm, working with Omnitrans and utility owners, shall identify the utilities requiring relocations. Where conflicts are proposed to be resolved by reconfiguring utility networks, capacity studies shall be performed. Corrosion control shall be considered for any metallic utility crossings. Relocated utilities shall provide service equal to the existing installations; upgrades or betterments shall not be considered without Omnitrans' approval. The Firm shall evaluate the viable options for each alternative for permanent and temporary relocation, and assist Omnitrans to determine a course of action.
- b) Firm shall identify all utility services required for the project (e.g., power, water, communication, etc.). Firm shall verify that services are located nearby and shall include proposed service points on the PE plans. If services are not available, the Firm shall reconsider their design or show the necessary utility connections on the PE Plans and include these costs in the cost estimate. The PE utility plans shall demonstrate how maintenance access to manholes, vaults, cabinets, or other key facilities, new or existing, is maintained. Develop preliminary designs of the agreed relocations or other work and assist Omnitrans with coordination of this effort.

12) PRELIMINARY DRAINAGE, HYDROLOGY AND HYDRAULICS DESIGN

- a) Firm shall gather and review previously prepared drainage studies, if available, for the project area, and obtain available documentation from City or County agencies. Firm shall identify potential impacts due to construction and future improvements. For the watershed zones which are included in the Project, Firm shall prepare a hydrology/hydraulics analysis to quantify the

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magnitude and frequency of flows from contributory areas (including the Project bounds) into existing storm drain systems. Identify the "before" conditions for handling storm drainage and the history of flooding of the Project area. Perform analysis of the effects of the Project on storm water runoff and any potential overload attributable to the Project. Base analyses on a design storm as required by the governing agency. The project shall convey the base flood without causing objectionable backwater or tailwater, increases in flood elevations, damage to surrounding property, excessive flow velocities, excessive scour, impacts to traffic, or flooding the busway or other facilities. Devise and recommend necessary improvements to the existing drainage facilities to accommodate the Project and, as may be necessary, to correct pre-existing conditions.

- b) Prepare preliminary drainage plans, sections, and details at the base map scale, including surface drainage, underdrain systems, sumps and pumps, pipe layout with catch basins and manholes, pipe and structure sizes and a drainage profile for the Project. Required drainage structures (box culverts, storm drains, etc.) conforming to all State, Regional and local regulations, standards, and other requirements (e.g. National Pollutant Discharge Elimination System (NPDES) and post-construction BMP) shall be shown on the PE plans and included in the cost estimate. Obtain approval of preliminary design from jurisdictional authority.
- c) Coordination with the City, RWQCB, and SBCFCD will be required for incorporation of stormwater pollution best management practices (BMPs) into the design to ensure that stormwater runoff is managed for water quality and quantity concerns. The reports must describe potential impacts of project construction and operation to surface and groundwater quality. Water quality data shall be compiled from documents such as the Santa Ana RWQCB Basin Plan, the Federal 303(d) List of Impaired Water Bodies, watershed management plans, total maximum daily loads (TMDL) reports, and Caltrans BMPs Handbooks. Pollutants of concern shall be identified, and project impacts shall be evaluated with regard to groundwater and surface water resources. Potential mitigation measures shall then be identified, including design pollution prevention BMPs, treatment BMPs (e.g., detention basins, bioswales, and infiltration basins), construction BMPs, and source control BMPs. A cursory review of the 303(d) List indicates that Reach 4 of the Santa Ana River is impaired for pathogens and salinity, while a TMDL for pathogens has recently been developed for the downstream Reach 3 of the Santa Ana River.



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## 13) PRELIMINARY DESIGN OF SIGNAGE, STRIPING, AND GRAPHICS

Review the evolving designs of Project and apply the established Design Criteria and Standards to develop a preliminary design definition of what signs, striping, and other graphics are required. Support the architectural and systems design work to establish spatial requirements for signage, striping, and graphics, pavement delineation, vehicle clearance markers, and other signs deemed necessary by code or Owner. Make sure all signage adheres to ADA requirements and that handicapped accessible routes are clearly marked. Prepare preliminary drawings showing the setting of each sign and graphic element and the standard or special text intended for each, and pavement delineation plan showing striping. The drawings shall include removal requirements of existing striping, signage, and graphics. Ensure review and approval by Omnitrans prior to finalization of preliminary design.

**6. DESIGN – FINAL DESIGN (FD)**

A. Firm shall provide the services necessary to fix and describe the size and character of the entire Project including civil, architectural, structural, landscaping, utilities, systems design, equipment, construction sequencing, scheduling, user safety and maintenance requirements. FD provides for each discipline, a description of the economic factors influencing the choice of basic materials, equipment or systems, and an economic analysis considering estimated initial costs and projected costs over the life of the facility. It provides sufficient information to demonstrate that the functional needs and space requirements can be met within the programmed budget and scope of work. At the completion of FD, the Firm shall produce contract plans, specifications and, estimates for the project for the procurement of the facilities and systems construction. In general, the services performed in the Final Design Services are:

## 1) TECHNICAL AND PERFORMANCE SPECIFICATIONS

- a) Produce Standard Specifications for the Project. Produce technical and performance specifications as a part of civil construction contract to furnish and install facilities and equipment related to the Project. Include coverage of civil, utility, structural, and architectural.
- b) Prepare specifications for the furnishing and installation of structures and equipment for the Project. These specifications shall be based on the Greenbook Standard Specifications for Public Works Construction. The specifications shall clearly define work to be included in each bid item, unit of measurement, and unit price. Also, the specifications shall clearly make reference to all appropriate sections of standard specifications to define the performance and quality requirements for the construction contractor's work, including all major material testing and acceptance criteria. The special provisions should identify any

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restrictions or other special requirements placed on the construction contractor.

- c) Prior to the submission of any contract specification submittals, the Firm shall complete a quality assurance verification of the specifications. The Firm shall have a qualified individual or individuals, not directly involved in the preparation of the specifications verify correctness and accuracy. The reviewer shall verify that measurement and payment provisions are consistent with the description of the work on the plans and the bid list and are consistent with any construction notes or written directions. The reviewer shall verify and initial that previous comments on the specifications have been resolved.

## 2) CONSTRUCTION AND PROCUREMENT PACKAGING

- a) The work of this task is to assist Omnitrans in planning the most advantageous methods of contracting and contract scoping for the Project.
- b) During the preliminary engineering design, assist Omnitrans in determining how the Project work shall be packaged or subdivided for final design/bid package that is cost effective and efficient given the Project's constraints and milestones. Refine the bid package during FD and produce a bid package that shall allow Contractors to competitively bid on this Project.
- c) In the planning of Omnitrans procurements of construction and equipment, the Contract documents prepared by the Proposer shall reflect California Public Contracts Code Section 3400, which states, among other stipulations, that the specifications are to be prepared so as to not limit the bidding, directly or indirectly, to any one specific supplier and, further, that the specifications shall not designate a material, product, thing or service by specific brand or trade name unless at least two brands or trade names of comparable quality or utility are cited, followed by the words "or equal'.

## 3) CONTRACT UNIT DESCRIPTIONS

Prepare a set of Contract Unit Descriptions (CUD) which shall detail each design, construction and procurement contract, and define its type of contract, its limits, its scope, its length, major quantities or size and the estimated duration under normal construction conditions. Add the new CUD to the Project CUD book, or form such book, as appropriate. Over the course of preliminary engineering design, maintain the CUDs as changes in interfaces and scopes are decided.

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## 4) COST ESTIMATES

The Firm shall prepare an independent cost estimate of the PE Design for review by Omnitrans. The Firm shall update the cost estimate at Final Design level as modifications may be required through comments from reviews by various governing agencies, stakeholders, and owner. Prior to the submittal of any cost estimate, the Firm shall complete a quality assurance verification of the estimate. The Firm shall have a qualified individual or individuals, not directly involved in the preparation of the estimate, verify correctness and accuracy. The reviewer shall verify the methods of quantity calculation and spot-check quantity calculations; verify that quantity calculations match the information depicted on the plans; verify that quantity and unit cost extensions are correct and accurate; and verify the unit prices were reasonably derived and correctly applied. Omnitrans may have an independent third-party review of the cost estimate. The Firm shall reconcile any differences greater than ten percent on any item resulting from any cost estimate reviews.

## 5) SCHEDULE ASSISTANCE

The Firm shall prepare an estimate of the construction schedule, including the number of working days required for each of the construction phases, along with key milestone dates. This estimate of working days shall be supported by a construction schedule and narrative describing anticipated construction methods, assumptions, and key milestones and interfaces with adjacent contractors.

## 6) PREPARATION OF CONSTRUCTION CONTRACT DOCUMENTS

a) The Firm shall prepare Project Definition Documents for a construction contract to completely define the scope of work of, and establishes the budget and schedule for, and advertising of each construction contract. Following design documents shall be included in the Project Definition Documents:

- i. General Requirements
- ii. Statement of Work (including or reference to all applicable specifications)
- iii. Design Criteria and Standards
- iv. Drawings
- v. Technical Reports and Other Mandatory Requirements
- vi. Mandatory Requirements and Non-Mandatory Reference Information

b) Note that Omnitrans will develop the Front End documents (General Conditions, Special Provisions, and other commercial requirements). The Firm shall review the General Conditions and

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Special Provisions to identify any duplications and/or conflicting technical requirements, and to ensure that all contract documents developed by the Firm are consistent, complementary and technically sufficient.

## 7) BID PERIOD SERVICES

## a) PREPARATION OF ADDENDA

- i. Prepare such additional design work, drawings, and specification writing. Omnitrans will prepare any addenda and contract document revisions as needed.

## b) ENGINEER'S ESTIMATE

- i. Develop Engineer's Estimates consistent with the Project Definition Documents and other Invitation for Bid documents issued to bidders.

## c) OTHER SERVICES

- i. Assist Omnitrans in responding to technical questions posed by plan-holders. Participate in pre-bid meetings and issuance of addenda. Assist Omnitrans in the evaluation of bids during any competitive negotiated procurement process and conforming the contract documents prior to granting the Contractor the Notice-to-Proceed.

**7. Phase 2/Task Order 2: Services During Construction**

A. Firm shall first complete Phase 1/Task Order 1 of this Project. When Omnitrans is satisfied with the completion of Phase 1 scope of work, the Firm may be granted NTP for Phase 2 of the project. The work entailed in Phase 2 shall be on a Time and Materials not-to-exceed basis. The Firm shall not perform any work on Phase 2 of the project until written authorization is received from Omnitrans to proceed.

B. Construction activities are estimated for approximately two years from the start of Construction. The A&E consultant shall provide Services During Construction (SDC) after the award of the construction contract by Omnitrans. The SDC services shall include a minimum of the following:

- 1) Review and approve all submittals including the design drawings and specifications submitted by the construction contractor for conformance with the Final Design. Each submittal shall have a turnaround time of three calendar weeks.
- 2) Respond to all requests for information (RFI) and other technical issues posed by construction contractor. Each RFI shall have a turnaround time of three calendar weeks.
- 3) Provide up to three (3) design changes during construction. Each design change shall have a turnaround time of four calendar weeks.

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- 4) Update As-built drawings monthly
- 5) Prepare final As-built plans in CADD and submit hardcopies and electronic PDF files as required by the Owner and City. At a minimum, provide three each of full and half size drawings and a PDF e-copy
- 6) Attend construction meetings monthly
- 7) Conduct site visits monthly
- 8) Witness and accept factory performance tests

**8. Optional Task Order 3: Site Remediation**

If contaminated soil or groundwater is found during the initial geotechnical fieldwork, provide a scope of work to determine the extent of the contamination, remedial alternatives, and lead government agency cleanup requirements, cost, and schedule impacts as Optional Task Order 3. Omnitrans and Firm will negotiate a scope and budget for a change order to perform this work.

**9. PROJECT DELIVERABLES**

1. Major Project deliverables are listed below by Task Orders:

**TASK ORDER 1:**

- a) Design Criteria and Standards
- b) PE Plans, Specifications, Estimates
- c) Project Schedule
- d) VE Summary
- e) FD Plans, Specifications, Estimates
- f) Final Schedule
- g) CUD
- h) Construction Contract Documents

2. REGISTER OF DELIVERABLES AND QUANTITY OF SUBMITTALS

Within 10 working days of NTP, prepare a register of all deliverables required by the Scope of Work that shows the schedule, approval process, and status of each item. The register shall include, but not be limited to Document Control Log (DCL), monthly status reports, design schedule and bid documents for construction contracts. Submit the deliverable register for Omnitrans' review and acceptance. Maintain deliverable register for the duration of the Scope of Work and submit a monthly update, within seven days of the month closing, to Omnitrans.

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## 3. QUANTITIES

For each submittal, provide 2 hard copies, pdf file, and editable electronic file

**10. PROJECT SCHEDULE**

- 1) Project schedule should have a narrative description for each activity consisting of a work function or a task at a minimum.
- 2) Neither the Agency nor the Contractor owns float. The Project owns the float. As such, liability for delay of Contract Milestone dates rests with the party whose actions, last in time, actually cause delay to the Contract Milestone dates.
- 3) Incorporate phasing of project. Project Development including pre-design, preliminary engineering and final design, construction, and start-up and commissioning activities.
- 4) Incorporate tasks, deliverables, and milestones as defined in Section 4.4 as the basis for the cost loaded schedule.
- 5) The schedule shall be maintained and updated monthly with progress and forecast completion dates. The monthly updated schedule (current schedule) shall be measured against the approved baseline schedule. The monthly updated schedule shall be submitted to Omnitrans no later than 5 working days following the close of the month.

**11. PROJECT DOCUMENT CONTROL****A. PROJECT CONTROL**

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

**B. DESIGN DRAWING/DOCUMENT CONTROL**

- 1) Maintain complete files of all records and documents pertaining to this contract, Project design drawings/documents, baseline changes, and related documents, electronic data (CADD), and correspondence. Print and distribute design documents and revisions thereto throughout the Project Development phase. Support audits, claims, and litigation requirements with document retrieval. Provide reproduction of retrieved documents.
- 2) Control and protect original baseline documents including Contract drawings, Contract technical and performance specifications, and design criteria and standards throughout Project Development phase.
- 3) Maintain historical files of baseline documents during the design phase until turnover of files to Omnitrans.

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- 4) Provide 3-D CADD capabilities for design elements and facilities to develop conceptual layouts, and renderings.
- 5) Define the performance specifications, technical specifications, and formats for the design work, in-progress submittals, final submittals, signed and sealed contract drawings and electronic data delivery. Unless specifically exempted, require that all such drawings be produced electronically using the approved CADD system and standards. Develop and transmit CADD record files to Omnitrans for archival on Omnitrans accepted media for the Contract documents.
- 6) The electronic CADD files to be delivered under the Contract contain information to be used for the construction as-built plans and documents for the Project. The official Contract documents of record are those Mylar documents produced by the Firm that bear the company seal and signatures.

## C. PROJECT DATA DISSEMINATION

- 1) The Firm shall be required to utilize an Internet Collaboration System (such as an FTP site) to assist in the communication and management of the Project and to make available key project data and reports to all authorized project participants via the Internet from any location.
- 2) The Firm shall submit all printed correspondence and other contractually required documentation (including data Submittals and Requests for Information (RFI) or Change (RFC)) in electronic format to Omnitrans in addition to normal hard copy distribution.
- 3) Project data to be submitted electronically in pdf as well as editable formats.

## D. RECORD STORAGE AND RETENTION

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

## E. CHANGE CONTROL

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

## F. CONTRACT CHANGES

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

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

**G. CHANGE REPORTS**

Provide monthly status reports, and prepare written evaluation or analysis of proposed design changes as requested by Omnitrans.

**12. QUALITY ASSURANCE**

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



**ATTACHMENT B - FEE SCHEDULE REVISED 9-2-15  
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	<b>PM \$175</b>	<b>PE \$150</b>	<b>CD \$115</b>	<b>LA \$130</b>	<b>LD \$95</b>	<b>IRR \$125</b>	<b>ADM \$80</b>	<b>SPM \$185</b>	<b>PS \$160</b>	<b>SA \$135</b>	<b>CREW \$235</b>	<b>Reimbursable (NTE)</b>	<b>Total \$</b>
Kickoff Meeting	3			3								\$50	\$965
Design Workshop	3	3		3								\$50	\$1,415
Stakeholder Meeting	3	3		3								\$50	\$1,415
<b>Sub-Total</b>	<b>9</b>	<b>6</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$150</b>	<b>\$3,795</b>

Topographic Survey, Utility Research, and Base Mapping													
Survey Control									3			\$200	\$680
Field Topography	1	2					2	1	3	10	8	\$350	\$4,880
Utility Research and Mapping	1	2					2	1	2	22		\$400	\$4,510
Street Improvement Plans	4	8	20									\$126	\$4,326
Composite Utility Plan	2	3	8									\$52	\$1,772
Signing/Pavement Delineation Plans	3	6	20									\$112	\$3,837
Preliminary Landscape Assessment	1		1	6	4	4						\$59	\$2,009
Construction Cost Estimate	1	2	6									\$35	\$1,200
Preliminary Specifications	2	6	2				2					\$49	\$1,689
<b>Sub-Total</b>	<b>15</b>	<b>29</b>	<b>57</b>	<b>6</b>	<b>4</b>	<b>4</b>	<b>6</b>	<b>2</b>	<b>8</b>	<b>32</b>	<b>8</b>	<b>\$1,383</b>	<b>\$24,903</b>

Street Improvement Plans	6	12	24									\$168	\$5,778
Composite Utility Plan	2	2	6									\$40	\$1,380
Signing/Pavement Delineation Plans	2	4	12									\$70	\$2,400
Planting and Irrigation Plans, Specs, Estimates	1		2	20	8	24						\$203	\$6,968
Construction Cost Estimate	2	2	6									\$40	\$1,380
Specifications	2	8	2				2					\$58	\$1,998
Bid Services	5	4	8	2	4	4						\$106	\$3,641
<b>Sub-Total</b>	<b>20</b>	<b>32</b>	<b>60</b>	<b>22</b>	<b>12</b>	<b>28</b>	<b>2</b>					<b>\$685</b>	<b>\$23,545</b>

Preparation and coordination of easements Amendment 1													\$2,465
<b>Sub-Total</b>													<b>\$2,465</b>

<b>Services During Construction (Includes Escalation)</b>													
<b>Hourly Rate</b>	<b>\$180</b>	<b>\$155</b>	<b>\$115</b>	<b>\$135</b>	<b>\$95</b>	<b>\$125</b>	<b>\$80</b>	<b>\$185</b>	<b>\$160</b>	<b>\$135</b>	<b>\$235</b>	<b>Reimbursable (NTE)</b>	<b>Total \$</b>
Submittal Review and Approval	1	4	0	0	0	0	2	0	0	0	0	\$29	\$989
Response to Requests for Information	1	6	14	0	0	0	4	0	0	0	0	\$91	\$3,131
Prepare Asbuilt CADD Files	0	0	12	0	0	0	0	0	0	0	0	\$41	\$1,421
Attendance at Construction Meetings	12	0	0	0	0	0	4	0	0	0	0	\$74	\$2,554
<b>Sub-Total</b>	<b>14</b>	<b>10</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$235</b>	<b>\$8,095</b>

**ATTACHMENT B - FEE SCHEDULE REVISED 9-2-15  
PLN13-198 A&E RUBEN CAMPOS BUS STOP IMPROVEMENTS**

**Amendment 2 - Cost for Environmental Study**

	PD	SR3	SR1	SR1	SRT	SR1	SR2	SRD	AC3	AC3	SR2	Editor / Pub Spec	Total
<b>Billing Rates</b>	<b>\$260</b>	<b>\$ 195</b>	<b>\$ 155</b>	<b>\$ 155</b>	<b>\$ 225</b>	<b>\$ 155</b>	<b>\$ 170</b>	<b>\$ 290</b>	<b>\$ 145</b>	<b>\$ 145</b>	<b>\$ 170</b>	<b>\$95</b>	<b>\$</b>
a) Project Initiation, Site Reconnaissance, and Project Description	6	24	12									4	\$8,480
b) Collect Data/Conduct Analyses/Prepare Draft Technical Studies:													
Biological Resources									2	47	8	2	\$8,655
Archaeological Resources					2	20						2	\$3,740
Historic Resources							32	3	2			2	\$6,790
Hazards and Hazardous Materials				10								2	\$1,740
CE	4	4	8										\$3,060
c) Prepare Administrative Drafts of Environmental Documentation	2	12	4										\$3,480
d) Revise Draft CE	2	8	4										\$2,700
e) Project Management and Meetings	16	24	16										\$11,320
<b>Sub-Total</b>	<b>30</b>	<b>72</b>	<b>44</b>	<b>10</b>	<b>2</b>	<b>20</b>	<b>32</b>	<b>3</b>	<b>4</b>	<b>47</b>	<b>8</b>	<b>12</b>	<b>\$49,965</b>

	Reimbursable (NTE)	Total \$
<b>Direct Expenses:</b>		
Reproductions	\$300.00	\$300.00
Postage and Delivery	\$100.00	\$100.00
Travel - Current IRS rate (.575/mile)	\$900.00	\$900.00
Surveys and Reports	\$130.00	\$130.00
<b>Sub-Total</b>	<b>\$1,430.00</b>	<b>\$1,430.00</b>

**Amendment 3 - Cost for HRCR and ISA**

	PD	SR3	SR1	SPD	SR2	SR2							Total
<b>Billing Rates</b>	<b>\$260</b>	<b>\$ 195</b>	<b>\$ 155</b>	<b>\$ 290</b>	<b>\$ 170</b>	<b>\$ 170</b>							<b>\$</b>
Historic Resources Compliance Report (HRCR)	2	2		1	32	25							\$10,890
Initial Site Assessment (ISA)	2	4	85										\$14,476
Revise Draft Technical Studies			15										\$2,325
Project Management and Meetings	10	16											\$5,720
Assumes 2 rounds of reviews													\$0
<b>Sub-Total</b>	<b>14</b>	<b>22</b>	<b>100</b>	<b>1</b>	<b>32</b>	<b>25</b>							<b>\$33,411</b>

**ATTACHMENT B - FEE SCHEDULE REVISED 9-2-15  
PLN13-198 A&E RUBEN CAMPOS BUS STOP IMPROVEMENTS**

		<b>Reimbursable (NTE)</b>	<b>Total \$</b>
<b>Direct Expenses:</b>			
Travel - Current IRS rate (.575/mile)		\$495.00	\$495.00
<b>Sub-Total</b>		<b>\$495.00</b>	<b>\$495.00</b>

<b>TOTAL:</b>	<b>\$148,104.00</b>
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**Legend:**

PM-Project Manager, PE-Professional Engineer, CE-Civil Designer, LA-Landscape Architect, LD-Landscape Designer,  
IRR-Irrigation Designer, SA-Survey Analyst, CREW-2-Person Survey Crew, PD-Project Director,SR3-Senior Consultant III, SR1-Senior Consultant I,  
ADM-Administration, SPM-Survey PM, PS=rofessional Land Surveyor  
SRT-Senior Technical Analyst, SPD- Senior Project Director,AC3-Associate Consultant III

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

**DATE:** September 2, 2015

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

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

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

**SUBJECT: QUALIFY EXECUTIVE RECRUITMENT FIRMS AND AUTHORIZE  
PURCHASE ORDER(S) AS NEEDED**

### **FORM MOTION**

Authorize the CEO/General Manager to qualify recruitment firms for the provision of Executive Recruitment Services, negotiate master agreements not to exceed 25% of the base salary, and issue purchase orders as needed to firms providing successful candidates in the aggregate not-to-exceed amount of \$100,000 per fiscal year, for the period of September 2, 2015 through June 30, 2020.

### **BACKGROUND**

On July 1, 2015, the Board of Directors approved the addition of a new position, Deputy General Manager (DGM) to assist the CEO/General Manager in oversight of projects and day-to-day management of the Agency and aid in succession planning.

While candidates may apply directly to Omnitrans for consideration for the DGM position or any other senior leadership opportunities that may arise, executive search firms specialize in developing customized outreach campaigns, screening and conducting preliminary interviews of qualified applicants, and negotiating employment agreements.

Firms will be qualified based their experience, industry knowledge, their written understanding of Omnitrans' requirements, and their confidential methodology for screening and providing qualified candidates. Competition will be at the candidate level and payment will only be made to a firm whose candidate is hired and successfully completes 90 days of employment with Omnitrans.

### **FUNDING SOURCE**

The costs associated with this procurement are budgeted in the Administration Department's operating budgets as follows:

Department	1300
Expenditure Code	503990

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

Short Range Transit Plan/Strategic Initiative Supported –This procurement supports Fiscal Year 2016 Strategic Initiative 6 – Consistent Staffing Levels

### **CONCLUSION**

Approval of this item will provide a mechanism to canvas a larger pool of qualified candidates for executive level positions.

PSG:JMS

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

**DATE:** September 2, 2015

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

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

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

**SUBJECT: AUTHORIZE AWARD – CONTRACT MNT16-71, THIRTEEN AMERICANS WITH DISABILITIES ACT CERTIFIED PARATRANSIT VEHICLES**

### **FORM MOTION**

Authorize the CEO/General Manager to award Contract MNT16-71 to Creative Bus Sales (CBS) of Chino, CA, for the provision of thirteen (13) Compressed Natural Gas (CNG) Americans with Disabilities Act (ADA) certified paratransit vehicles in an amount of \$1,163,602, plus a 3.27% Cost Allocation Plan of \$30,440, for a total not-to-exceed amount of \$1,194,042.

### **BACKGROUND**

On January 15, 2014, the Federal Transit Administration (FTA) determined that its grantees in the State of California may continue to use contracts issued by the CalACT/MBTA Purchasing Cooperative. Staff followed the procedures using the CalACT Local Government Purchasing Schedule.

Omnitrans received the letter of assignment from CalACT/Morango Basin Transit Authority (MBTA) to participate in the state's competitively bid contract for ADA-certified Paratransit Vehicles to purchase thirteen (13) CNG paratransit vehicles. These vehicles will replace paratransit vehicles which have exceeded their useful life mileage of 200,000 miles.

Using the CalACT/MBTA schedule of values, CBS is the lowest priced vendor included in the CalACT/MBTA Purchasing Cooperative program for the Class B CNG cutaway paratransit vehicles. The selected model is the same model as the majority of Omnitrans' paratransit fleet.

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

### **FUNDING SOURCE**

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

<b>FUNDING</b>	<b>GRANT #</b>	<b>YEAR</b>	<b>PROJECT NAME</b>	<b>INTERNAL ORDER</b>	<b>AMOUNT</b>
FTA	CA-90-Y939	2012	Access Vehicles	A1220401F	\$961,322
STA	Prop 1B	2015	Access Vehicles	A1520401B	\$232,720
<b>TOTAL</b>					<b>\$1,194,042</b>

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

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

### **CONCLUSION**

By proceeding with this award, Omnitrans will enable the replacement of high mileage ADA certified paratransit vehicles with new CNG vehicles.

PSG:JMS:KT