



BOARD OF DIRECTORS MEETING
WEDNESDAY, OCTOBER 7, 2015 – 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH 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.

A. CALL TO ORDER

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

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, November 4, 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 #E8, Action on Consent Calendar.

1. Approve Board Minutes – September 2, 2015
2. Receive and File Operations and Safety Committee Minutes – May 11, 2015
3. Authorize Amendment 1 – Contract PRC15-140, Office Supplies
4. Authorize Release, Invitation for Bids IFB-MKP16-49, Promotional Items
5. Authorize Release, Request for Proposals RFP-OPS16-01, Modular Wheelchair Restraint Stations & Passive Rear-Facing Systems

5
10
14
16
18



**BOARD OF DIRECTORS MEETING
WEDNESDAY, OCTOBER 7, 2015 – 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411**

E. CONSENT CALENDAR CONTINUED

- | | |
|--|----|
| 6. Authorize Award, Contract ITS16-84, VMWare License Subscription | 20 |
| 7. Press Articles and Letters of Interest to the Board | 22 |
| 8. 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 | 42 |
| 2. Rescind Award, Contract MNT15-133 to Wayne Perry, Inc., and Authorize Award, Contract MNT15-133, Underground Storage and Above Ground Storage Tank Testing and Repair Services | 43 |
| 3. Approve Design-Build-Maintain Method and Authorize Release, Request for Proposals RFP-FIN16-53, Design-Build-Maintain Compressed Natural Gas (CNG) Infrastructure at East and West Valley Vehicle Fueling Facilities | 75 |

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: October 7, 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 October 7, 2015.

Item	Contract	Principals & Agents	Subcontractors
#E3	Amendment 1 Contract PRC15-140 Office Supplies	<i>Office Solutions Yorba Linda, CA Zoya Lister Contract Manager</i>	N/A
#E6	Contract ITS16-84 VMware License Subscription	<i>CDW Government Vernon Hills, IL David Salkover Account Manager</i>	N/A
#F2	Contract MNT15-133 Underground Storage and Above Ground Storage Tank Testing and Repair Services	<i>Fleming Environmental, Inc. Fullerton, CA Terry L. Fleming, Jr. 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

1. 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: _____
2. 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: _____
3. 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

1. I have a financial interest of _____
State income, real property interest or business position

Identify company or property location
2. 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 SEPTEMBER 2, 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, September 2, 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
Council Member Ron Dailey, City of Loma Linda – Vice Chairman
Mayor Pro Tem Glenn Bozar, City of Upland, Alternate
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
Council Member Penny Lilburn, City of Highland
Council Member Dick Riddell, City of Yucaipa
Council Member John Roberts, City of Fontana
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

Supervisor Robert Lovingood, County of San Bernardino
Supervisor James Ramos, County of San Bernardino
Mayor Deborah Robertson, City of Rialto

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
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
Anna Jaiswal, Development Planning Manager
Maurice Mansion, Treasury Manager
Eugenia Pinheiro, Contracts Manager
Oscar Tostado, East Valley Maintenance Manager
Mark Crosby, Security & Emergency Preparedness Coordinator
Ross Hrinko, Safety & Regulatory Compliance Specialist
Christine Van Matre, Contracts Administrator
Krystal Turner, Contracts Administrator
Jamie Lewis, Sr. Financial Analyst
William Valle, Interim Contracts Review Analyst
Scott Begg, Planner I
Vicki Dennett, Executive Assistant to CEO/General Manager

LEGAL COUNSEL

Carol Greene

B. ANNOUNCEMENTS/PRESENTATIONS

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

Member Robles arrived at 8:05 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

1. Shannon Richey is a shop steward and spoke on behalf of the transition from First Transit to MV Transportation. Employees endure tough jobs, low wages, and hard living conditions. The benefits package being offered is one they cannot live with.
2. Jeff Caldwell spoke on behalf of ATU #1704. Item #10 on the June agenda was the services contract award to MV Transportation. Mr. Caldwell expressed his concern in June that the contract bid was so low. Mark Weinstein also spoke at that time and expressed the same concern, that MV had not considered wage increases going forward. Questions posed at that time were answered unsatisfactorily, in their opinion.

3. Claudia Hudson spoke on behalf of ATU Local #1704. She commented that Adem of MV Transportation had spoken to the Board, making guarantees. MV is no longer the largest in the nation. She provided wage comparison information, explaining that MV's bid was seriously underbid on all aspects, except for maintenance costs. Ms. Hudson recommended re-submitting the contract out for bid.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflict of Interest Issues identified.

Member Gonzales arrived at 8:14 a.m.

E. 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
6. Receive and File Title VI Triennial Compliance Report, September 2015
7. Receive and File Report in Response to Public Comment Request for Expansion of Access Service Area Further into Los Angeles County
8. Authorize CEO/General Manager to Execute Memorandum of Understanding with San Bernardino Associated Governments regarding Project Cost Applied to Federal Transit Administration Grants
9. Authorize CEO/General Manager to Execute Funding Agreement with San Bernardino Associated Governments for Countywide Vanpool Program
10. Authorize Release, Invitation for Bids IFB-MNT16-30, John Deere Parts
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
12. Award Contract MKP15-37, Architectural, Engineering and Final Design Services for the West Valley Connector Corridor
13. Approve Director of Finance's Recommendation, Forward Fuel Purchase Program for Fiscal Year 2016
14. Press Articles and Letters of Interest to the Board

M/S (Yates/Riddell) that approved the Consent Calendar. Motion was unanimous by Members present.

Member Hagman arrived at 8:17 a.m.

F. DISCUSSION ITEMS

1. CEO/General Manager's Report

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

2. Recommend the Proposed Transition Plan and Financial Analysis regarding Designation as the Consolidated Transportation Services Agency be submitted to SANBAG

CEO/General Manager Scott Graham presented this item. Member Rutherford commented on the no additional costs; Scott said he couldn't say zero increases, because of legal fees, marketing costs (no additional staff), and wage increases. The satisfaction already experienced with VTrans has concerned parties wondering whether Omnitrans can make this a smooth transition and not disrupt services. Scott guaranteed that services would remain the same. The reduction in payroll and benefits is roughly 40%, which Scott explained. The VTrans garage is a profit center; how would this impact the budget? We're unaware of their financials, but SANBAG would deal with that. We are also unaware whether allocated costs from SANBAG are included in the analysis to the Board.

M/S (Yates/Riddell) that recommended 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. Motion was unanimous by Members present except for Glenn Bozar who opposed.

3. Adopt Resolution No. 284-15 Declaring Omnitrans' Rancho Cucamonga Property Surplus and Authorize the Sale by Public Auction

M/S (Yates/Lilburn) that adopted Resolution No. 284-15, declaring Omnitrans' Rancho Cucamonga Property Surplus and authorize the sale by public auction. Motion was unanimous by Members present.

4. Authorize Amendment 3 – Contract PLN13-198, Ruben Campos Bus Stop Improvement

M/S (Roberts/Graham) that authorized 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 amount of \$148,104. Motion was unanimous by Members present.

5. Qualify Executive Recruitment Firms and Authorize Purchase Order(s), As Needed

M/S (Yates/Eaton) that authorized the CEO/General Manager to qualify recruitment firms for the provision of Executive Recruitment Services, negotiate master agreements not to exceed 25% of 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. Motion was unanimous by Members present.

6. Authorize Award, Contract MNT16-71, Thirteen Compressed Natural Gas (CNG) Americans with Disabilities Act Certified Paratransit Vehicles

M/S (Eaton/Yates) that authorized 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. Motion was unanimous by Members present.

G. PUBLIC HEARING

There is no Public Hearing scheduled.

H. BOARD BUSINESS

There is no Closed Session scheduled.

I. REMARKS AND ANNOUNCEMENTS

Chairman Spagnolo commented on the opening of the SBTC, and thanked the Omnitrans staff for their remarkable contributions.

J. ADJOURNMENT

The Board adjourned at 8:38 a.m. The next regular meeting is scheduled Wednesday, October 7, 2015, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Christine Vega, Administrative Secretary

ITEM # _____ E2

**OPERATIONS AND SAFETY COMMITTEE
MINUTES
MAY 11, 2015**

A. CALL TO ORDER

The Operations and Safety Committee Meeting was called to order by Committee Chair Sam Spagnolo at 8:03 a.m., Monday, May 11, 2015.

1. Invocation/Pledge of Allegiance
2. Roll Call – Self-Introductions

Committee Members Present

Mayor Pro Tem, Sam Spagnolo – Committee Chair
Mayor Ray Musser, City of Upland
Supervisor James Ramos, County of San Bernardino
Council Member Dick Riddell, City of Yucaipa
Council Member John Roberts, City of Fontana
Mayor Pro Tem Alan Wapner, City of Ontario

Committee Members Not Present

Mayor Richard DeLaRosa, City of Colton
Supervisor Josie Gonzales, County of San Bernardino

Omnitrans Administrative Staff Present

Scott Graham, CEO/General Manager
Diane Caldera, Director of Operations
Jack Dooley, Director of Maintenance
Marjorie Ewing, Director of Human Resources/Safety & Security
Samuel Gibbs, Director of Internal Audit
Jacob Harms, Director of Information Technology
Andres Ramirez, Program Manager
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Wendy Williams, Director of Marketing & Planning
Maurice Mansion, Treasury Manager
Mark Crosby, Loss Prevention Supervisor
Ross Hrinko, Safety & Regulatory Compliance Specialist
Vicki Dennett, Executive Assistant to the CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

There were no announcements.

C. COMMUNICATION FROM THE PUBLIC

There were no communications from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no conflict of interest issues identified.

E. DISCUSSION ITEMS

1. Approve Operations and Safety Committee Meeting Minutes – September 10, 2014

M/S (Musser/Ramos) that approved the Committee Minutes of September 10, 2014. Motion was unanimous by Members present.

Member Wapner arrived at 8:07 a.m. Note: Approval of minutes followed Item #2 once quorum was achieved.

2. Recommend the Board of Directors, Receive and File Final Summary Report, Liquefied Natural Gas (LNG) Operations Risk Assessment

Mardy Kazarians of Kazarians & Associates, Inc. presented “LNG Operations Risk Assessment” to the Committee, and discussed:

- Project Scope
- Compliance with Safety and Regulatory Requirements
- Seismic Review
- Release Analysis
- Release Analysis
 - Adverse Effects
 - Hazard Footprint
 - Offsite Impact
- Industry Incidents
- Conclusion

Member Ramos arrived at 8:20 a.m.

What about the earthquake effects in Japan on similar facilities? Kazarians & Associates studied all the faults relevant to the Omnitrans site. What about lightning strike as a source of ignition? That would be double jeopardy—lightning would have to strike at the same moment as an accidental release, chances of which are remote.

M/S (Riddell/Roberts) that the Board of Directors receive and file the final summary report on the Liquefied Natural Gas (LNG) Operations Risk Assessment. Motion was unanimous by Members present.

3. Recommend the Board of Directors Receive and File Final Report, Compressed Natural Gas (CNG) Fueling Infrastructure Feasibility Study and Approve Recommendation to Proceed with Developing Preliminary Design, Technical Specifications and Solicitation Documents with “On Call” Architect and Engineering Firm

Charles Love from Clean Energy presented the Omnitrans Pipeline CNG Feasibility Study Review, covering the following topics:

- Site Summaries
- Legal Feasibility
- Operational Feasibility
 - East Valley
 - West Valley
 - Paratransit Operations
- Economic Feasibility
- Technical Feasibility
- Schedule Feasibility
- Market & Real Estate Feasibility
 - East Valley
 - West Valley
 - I Street
- Resource Feasibility
- Financial Feasibility

Mr. Love noted that figures used in the presentation were as of December 2014. Member Ramos clarified that the new system wouldn't vent to atmosphere, but capture and put into a receiver tank, and is pulled first. Member Riddell asked if a larger pipe would have to be installed and result in a cost to Omnitrans? Mr. Love responded no, according to the information Clean Energy received from Southern California Gas.

M/S (Wapner/Musser) that the Board of Directors receive and file the final report on the CNG Fueling Infrastructure Feasibility Study; and that the Board of Directors approve the recommendation to proceed with developing the preliminary design, technical specifications and solicitation documents with our “On Call” Architect and Engineering firm STV. Motion was unanimous by Members present.

F. REMARKS AND ANNOUNCEMENTS

Chairman Spagnolo remarked that the local community group was notified two weeks ago that this meeting was scheduled, invited to attend, and information was forwarded to them, which they acknowledged.

Member Ramos remarked that the County Board of Supervisors has also worked to bring this information to the community group to try to address some of the issues they are concerned about, and believes they are very well informed. CEO/General Manager Scott Graham added that at their request, a meeting had been scheduled with the community group for May 13, which they had subsequently cancelled. Especially in light of the fact that they cancelled the meeting, he was hoping they would have been present at today's meeting, but they hadn't committed either way. Board Chairman Wapner added that regardless of the community group's decisions regarding their participation, Omnitrans will do everything possible to ensure the community's safety as this project proceeds, and that this is paramount of the Board's interest.

G. ADJOURNMENT

The Operations and Safety Committee adjourned at 8:50 a.m. The next Committee Meeting will be scheduled and posted at Omnitrans and on the Omnitrans website.

Prepared by:

Christine Vega, Administrative Secretary

ITEM # _____ E3

DATE: October 7, 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 1 – CONTRACT PRC15-140
OFFICE SUPPLIES**

FORM MOTION

Authorize the CEO/General Manager to approve the assignment of Contract PRC15-140 awarded to Freeman Office Products for the provision of Office Supplies, to Office Solutions, of Yorba Linda, CA.

BACKGROUND

On July 1, 2015, the Board of Directors authorized the CEO/General Manager to award Contract PRC15-140 to Freeman Office Products, of San Bernardino, CA, for the provision of Office Supplies for a three (3) year base period with the option to exercise two (2) single-option year terms, beginning September 1, 2015 through August 31, 2020 for a total not-to-exceed amount of \$547,277.50.

On August 18, 2015, Omnitrans received notification of the acquisition of Freeman Office Products by Office Solutions. Office Solutions of Yorba Linda, CA has agreed to assume and perform all of the obligations and liabilities of Freeman Office Products in accordance with Omnitrans' contract PRC15-140.

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

FUNDING SOURCES

There is no additional cost associated with this amendment.

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

CONCLUSION

Approval of Amendment 1 will allow Omnitrans to purchase office supplies and benefit from economies of scale.

PSG:JMS:KT

ITEM # _____ E4

DATE: October 7, 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-MKP16-49, PROMOTIONAL ITEMS

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-MKP16-49 for the provision of Promotional Items for a three (3) year base period with two (2) single year options, beginning January 1, 2016, and ending no later than December 31, 2020.

BACKGROUND

As part of Omnitrans' marketing outreach efforts, the agency offers an array of promotional items such as pens, pencils, backpacks, coffee mugs, etc. to promote Omnitrans' services to customers, community members, stakeholders and industry members at conferences, fairs and public outreach events.

On November 20, 2013, Omnitrans' CEO/General Manager awarded a bench of contracts to provide promotional material for distribution within and outside of Omnitrans for a one-year period in an aggregate amount not-to-exceed of \$25,000. The awarded vendors provided quotes on an as needed basis. Purchase orders were then issued to the lowest responsible vendor, capable of meeting Omnitrans' scheduling requirements.

Utilizing a bench of awarded vendors provides the most efficient and economic method of securing competition. Moving forward, staff recommends a longer base period of three (3) years with two (2) single option years for consideration.

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 \$139,854.53 for five years, if options are exercised.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the Various Operating budgets as follows:

Department	Various
Expenditure Code	509080 and 509260

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

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will have logo items to promote Omnitrans at conferences, events and venues.

PSG:JMS:KT

ITEM # _____ E5

DATE: October 7, 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 – RFP-OPS16-01
MODULAR WHEELCHAIR RESTRAINT STATIONS & PASSIVE
REAR-FACING SYSTEMS**

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals RFP-OPS16-01 for the provision of Modular Wheelchair Restraint Stations and Passive Rear-Facing Systems, including installation, for up to seventy-five buses over a five-year period.

BACKGROUND

To improve the safety environment of its passengers and employees, Omnitrans is purchasing buses outfitted with modular wheelchair restraint stations and passive rear-facing systems. Omnitrans seeks to outfit its current fleet with equivalent systems at the rate of fifteen per year over the duration of the contract.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for goods/services exceeding \$100,000. The Independent Cost Estimate for this project is \$167,600 for the first fifteen installations and \$670,400 for the remaining 60 installations for a total budget amount of \$838,000.

FUNDING SOURCE

The cost associated with the first fifteen installations is budgeted in Omnitrans' Capital budget as stated below. The budget for the additional sixty installations will be defined in future fiscal year budgets.

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-95-X257	2014	Wheelchair Restraints	A1420101Q	\$167,600

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

Short Range Transit Plan/Strategic Initiative Supported - This procurement supports Omnitrans' Strategic Initiative 2 – New Bus Technology.

CONCLUSION

By proceeding with this solicitation, Omnitrans will improve the safety environment to its riders and operators.

PSG:JMS:CVM

ITEM # _____ E6

DATE: October 7, 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 ITS16-84
VMWARE LICENSE SUBSCRIPTION**

FORM MOTION

Authorize the CEO/General Manager to award a purchase order to CDW Government LLC of Vernon Hills, IL, for the provision of VMware Subscription renewal for three years ending no later than October 2, 2018, in the amount not-to-exceed \$52,029.

BACKGROUND

VMware places a virtual layer between Omnitrans' servers and hardware. The virtual layer provides the flexibility to move, copy, and recover servers with little to no downtime. Renewing the subscription for VMware is critical to the information technology environment, and provides technical support and updates as needed.

On September 18, 2015, staff released Request for Quotes RFQ-ITS16-84. The solicitation was posted on Omnitrans' online bidding system. Eight (8) bids were received electronically by the September 24, 2015, deadline. Six (6) bids were deemed responsive.

Listed below are the bid prices:

Company	Bid*
CDW Government	\$52,029.00
Kambrian Corporation	\$52,203.15
vCloud Tech Inc.	\$52,206.51
Dell, Inc.	\$52,260.00
Taborda Solutions	\$63,150.52
CherryStoneIT, Inc.	\$1,140,486.47

*Pricing inclusive of sales tax, delivery and all applicable fees

Award is recommended to the lowest responsive and responsible bidder. Price is deemed fair and reasonable as the bid of \$52,029 is \$10,971 less than the Independent Cost Estimate of \$63,000.

One VMware subscription expired August 14, 2015 and two expired October 2, 2015. The subscriptions will be co-termed to all expire October 2, 2018.

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

FUNDING SOURCE

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

Department	1320
Expenditure Code	505170

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

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

CONCLUSION

By proceeding with this award, Omnitrans will renew existing software licenses.

PSG:JMS:CVM

Monday, August 24, 2015 \$1.00 FACEBOOK.COM/SBSUN TWITTER.COM/SBSUN

SBSUN.COM

TRANSPORTATION

SB Transit Center to be celebrated

\$25 million downtown hub to serve 6,000 people a day

By Ryan Carter
ryan.carter@langnews.com
@RyanIE on Twitter

SAN BERNARDINO » The fact that the newly completed San Bernardino Transit Center is within a matter of blocks from the desolate Carousel Mall might on the surface raise questions.

Among them: Why build a major

transportation hub in an area that has seen better days and where the packed parking lot of the nearby Starbucks stands in contrast to the now empty lots outside the once mighty mall right across the street?

But the people who are excited about the transportation center — who are gathering this week to celebrate its completion at Rialto Avenue and E Street — aren't necessarily thinking about the present.

They've got the future in mind: fewer cars, more people, more business, buses,

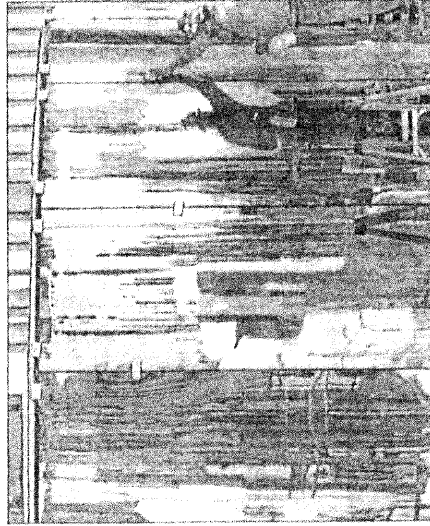
trains.

It's "going to change the conversation" for that future, then-Mayor Pat Morris said last year when crews began building.

Now that it's done, here's the rundown:

- The San Bernardino Transit Center cost \$25 million to build.
- It's built on 4 acres.
- Two more acres are available for future transit-oriented development.
- The center includes a 7,500-square-

TRANSIT » PAGE 4



FILE PHOTO

A construction worker cleans the glass on the new San Bernardino Transit Center. The completion of the center is to be celebrated today.

ITEM E7

Transit

FROM PAGE 1

foot building and 22 bus bays.

• Officials say it will serve 6,000 people per day.

When it opens Sept. 8, it will connect 10 local and two express Omnitrans bus routes, the sbx green line, the Victor Valley Transit Authority and Mountain Transit.

And still coming down the road — or track, you might say — are rail connections: Metrolink San Bernardino Line in early 2017 and the planned Redlands Passenger Rail Project.

The center includes a lobby, seats inside and out, public restrooms, drinking fountains, bike racks, real time bus-arrival signs, a customer service desk, a ticket vending machine and around-the-clock security.

"It's a milestone, but it's not the final hoorah for that transit center," said Mayor Carey Davis, adding that it plays into a larger effort to essentially revamp much of San Bernardino, beleaguered by years of recession and bankruptcy.

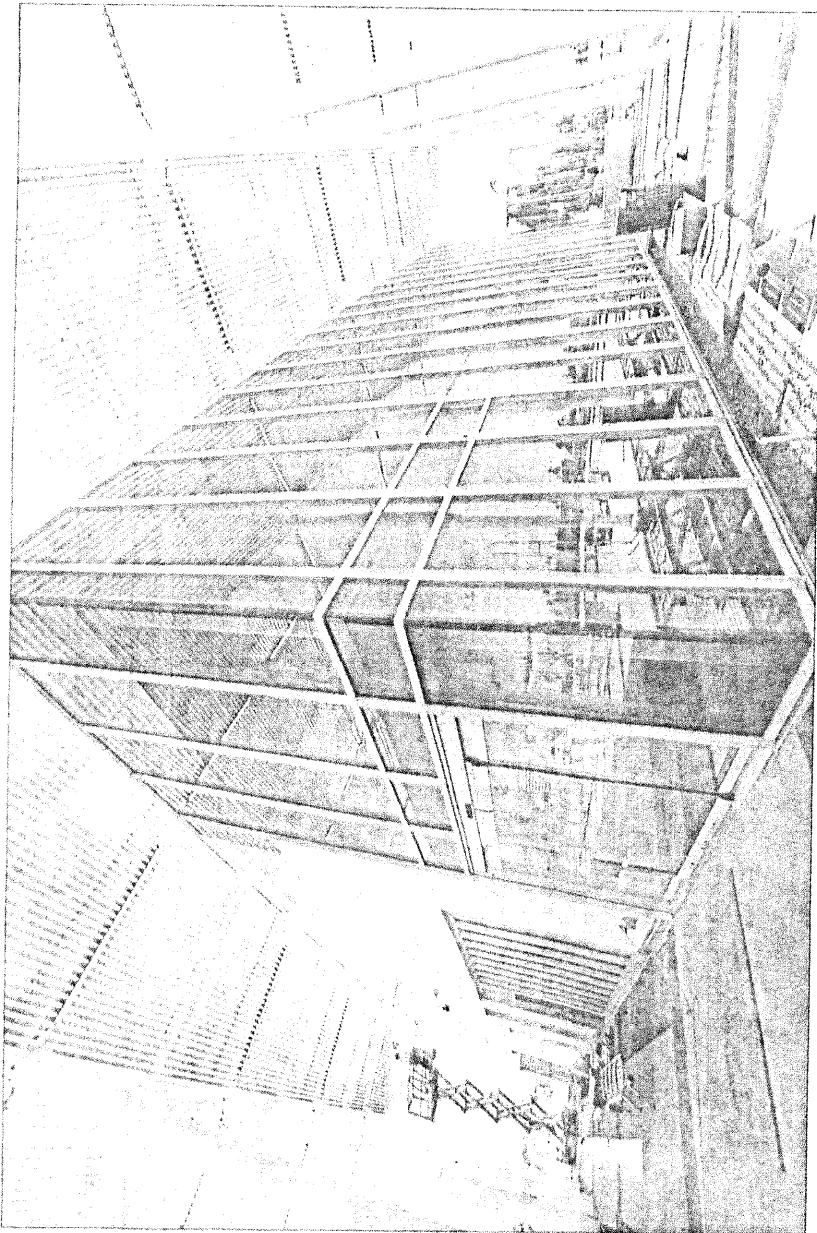
A step to recovery

Davis and other local officials see the transit hub as a step to recovery in a city and a region they say is poised to someday be bustling.

Building the center didn't take long.

Crews broke ground in February of 2014. But that was after officials scouted the location in the early 2000s, ultimately purchasing it from a railroad company, said Omnitrans spokeswoman Wendy Williams.

Omnitrans, the public transit agency that serves the San Bernardino Valley, is the owner and operator of the center. SanBAG, an



FILE PHOTO

Workers make progress on San Bernardino's new transit center station. The San Bernardino Transit Center, which will celebrate its completion this week, will serve as a transfer point for bus routes serving the downtown area.

agency comprised of a council of local government representatives and the transportation planning agency for San Bernardino County, managed the center's design and construction.

They used a mix of funding from the Federal Transit Administration, Federal Highway Administration and the state of California (State Transit Assistance, Local Transportation funds and Proposition 1B money).

It's money well spent, Williams said, adding that it went into the completion of the center that will help not only cities, regions and people but also will give people options to get around in an area that some

day could be sprinkled with more residential living in downtown corridors.

Take Carousel Mall, for instance.

Officials are openly talking about the possibility that the property — once a major business hub in San Bernardino — will someday become a residential development.

Developers want to build on the 43-acre property, and most likely, the mall will be demolished to make way for new development — a mix of businesses and residential units.

They also see it as a boost for the new sbx bus line, which runs from north San Bernardino to downtown and ultimately to Loma Linda.

It runs on a 16-mile dedicated lane, but despite ridership topping 500,000 in its first year last year, that ridership is still perceived

as being low.

Part of that is because right now, other bus lines don't connect to it, Davis said.

Sbx will stop at the transit center, connecting other regional lines.

The connection has big potential to boost those numbers as people look for ways to shift away from driving, Davis said.

In 2017, Metrolink trains will stop at the center, opening up other possibilities, Davis said.

People who want to catch an Inland Empire 66ers game at San Manuel Stadium or who work in the area will ride in and out rather than drive in and

out, he said.

Will people come?

Of course, building a center doesn't guarantee that such a hub will be a success.

Davis acknowledged that acceptance of public transit has to come, too, which he believes will happen as people become more aware of their options.

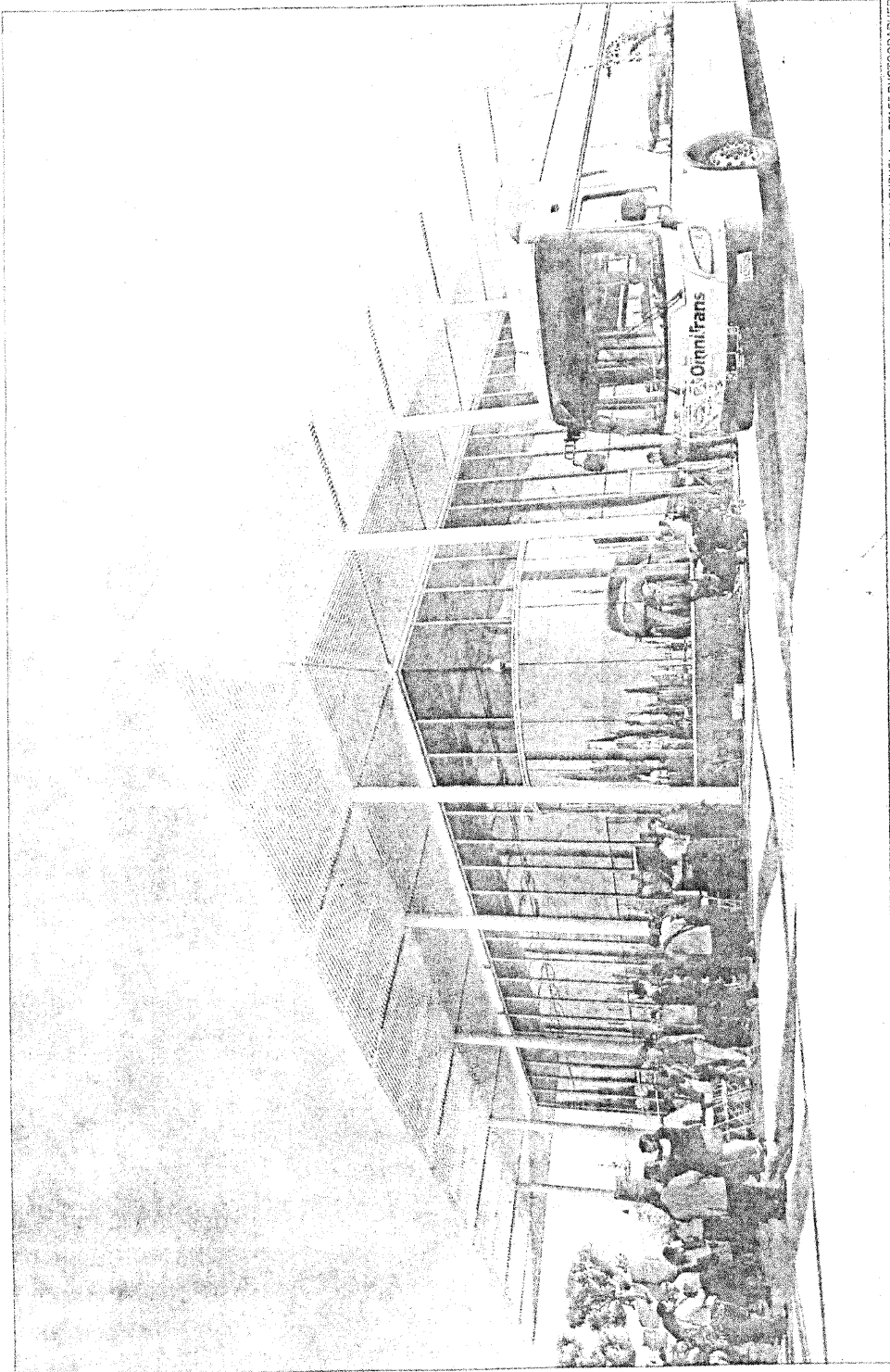
"It will become more apparent when there's better connectivity," Davis said.

A completion ceremony begins at 9 a.m. today at 599 W. Rialto Ave. Parking will be available at the northwest corner of Rialto Avenue and F Street or at the Carousel Mall, according to Omnitrans.

"It's a milestone, but it's not the final hoorah for that transit center."

— San Bernardino Mayor Carey Davis

THE SUN
August 25, 2015



JOHN VALENZUELA — STAFF PHOTOGRAPHER

Local officials and members of the community attend the completion ceremony for the new San Bernardino Transit Center in San Bernardino on Monday.

Transit center opening soon

By Ryan Hagen
ryan.hagen@langnews.com
@rnhagen on Twitter

SAN BERNARDINO » The release of 200 butterflies at the newly completed Transit Center on Monday symbolized the same thing officials stressed repeatedly at the completion ceremony: transformation.

The transportation hub we are giving both to the on Rialto Avenue between E

and F Streets, which opens to the public Sept. 8, is intended to connect people to downtown San Bernardino and facilitate easy travel across the region.

"There are few things more precious than opportunity and time," said Ryan McEachron, president of the county transportation agency SanBAG. "And today, we are giving both to the people of San Bernardino."

McEachron, who is also on the Victorville City Council, admitted he was borrowing a line the Federal Transit Administration's Leslie T. Rogers used at the opening ceremony for the sbx bus line from San Bernardino to Loma Linda — but in a way, that was part of the point.

Tying it all together

To make public transit a

convenient option, officials said, the San Bernardino Transit Center will bring together all major mass transit systems:

- sbx (green line)
- 10 local and two express Omnitrans bus routes
- Victor Valley Transit Authority
- Mountain Transit

Once completed, the Metrolink San Bernardino Line and Redlands Passen-

ger Rail Project

The 7,500-square-foot building is also designed to make it easy and comfortable to wait for transfers, and buses are equipped with bike ramps, said Omnitrans president Sam Spagnolo, a Rancho Cucamonga councilman.

Making it happen

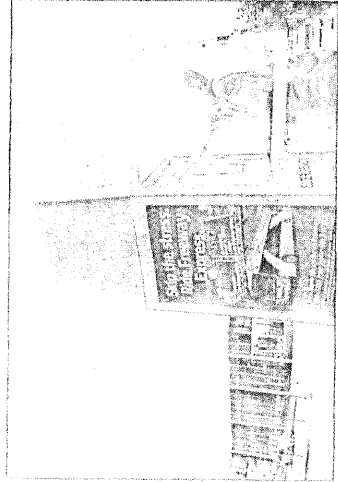
A partnership between Omnitrans, SanBAG and

the city of San Bernardino is the only reason the project came together, officials from all three bodies said Monday.

They also depended on county, state and federal assistance. Funding for the \$25-million project came from the PTA and the state of California (State Transit Assistance, Local Transportation Funds, and Proposition 1B funds).

THE SUN

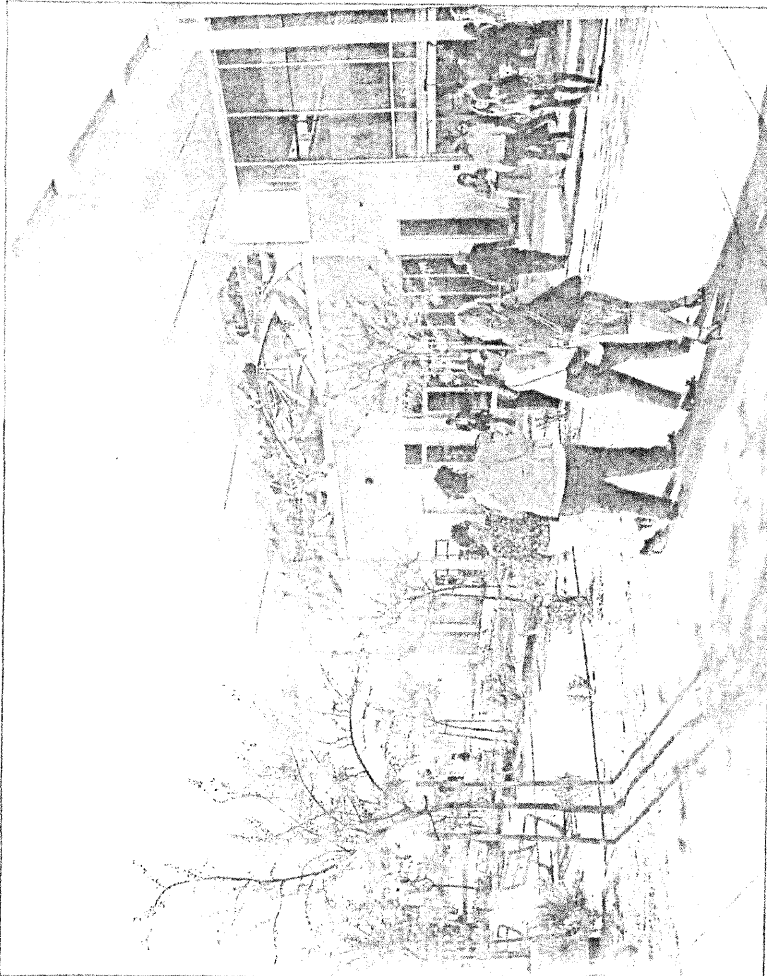
August 25, 2015



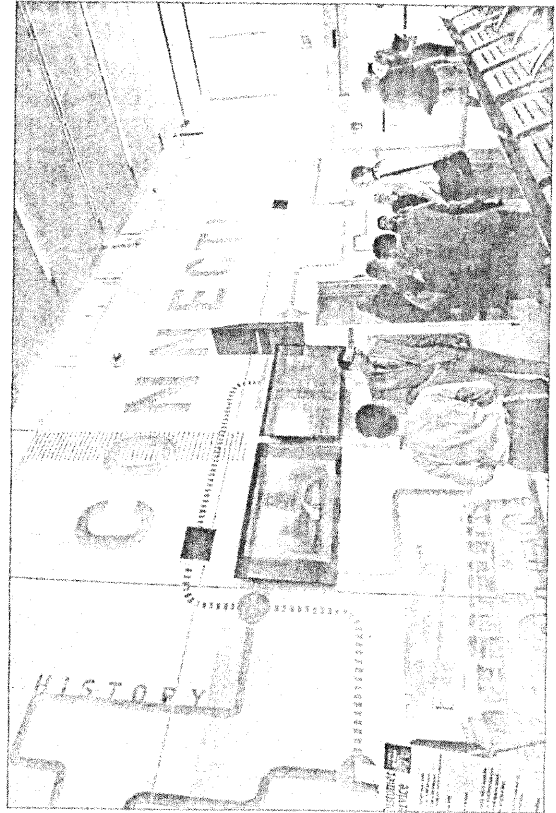
MICAH ESCAMILLA — STAFF PHOTOGRAPHER
Craig Butler of Omnitrans installs signs at the new San Bernardino Transit Center on Sunday.



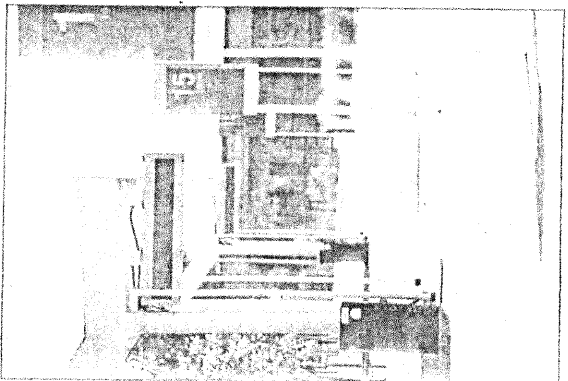
JOHN VALENZUELA — STAFF PHOTOGRAPHER
San Bernardino Mayor Carey Davis speaks during the completion ceremony for the new San Bernardino Transit Center on Monday.



JOHN VALENZUELA — STAFF PHOTOGRAPHER
The new transportation hub will open officially on Sept. 8, with 10 local bus routes, two freeway express Omnitrans bus routes, sbx green line, Victor Valley Transit Authority and Mountain Transit.



JOHN VALENZUELA — STAFF PHOTOGRAPHER
The site is next to a Metrolink San Bernardino line extension, expected to be finished in 2017.



MICAH ESCAMILLA — STAFF PHOTOGRAPHER
The new San Bernardino Transit Center will begin operation on Sept. 8.

Precinct Reporter

Thursday, August 27, 2015

Online Precinct Reporter

online.precinctreporter.com/app.php?token=...

Apps Omnitrans Day... Blog CMS Omnitrans.org NexTrip Report Other bookmarks

Precinct Reporter

YOUR RESOURCES FOR OVER 50 YEARS

Thursday, August 27, 2015

PRECINCT REPORTER

The Community's Newspaper - Serving Riverside County, Eastern Los Angeles County & San Bernardino County

Comments Search

Farrakhan: "Justice or Else" March Just the Beginning

By Freddie Allen
Senior Washington Correspondent

Washington, D.C. (AP) — In a radio address Wednesday, Rev. Jesse Jackson called for a "Justice or Else" march in Washington, D.C., to demand justice for the 1994-1995 Million Man March. Jackson said the march was the beginning of the movement.

James F. Hume, Jr., president and CEO of the NAACP, said the march was the beginning of the movement. He said the march was the beginning of the movement.

... (text continues) ...

Aguilar Roundtable Highlights Biz Opportunities

... (text continues) ...

Lankershim Elementary S.B. School Hate Incident

By Sharon Anderson
Staff Writer

... (text continues) ...



HOME ENTERTAINMENT SPORTS NATION/WORLD LIFESTYLES ADVERTISE

Daily Bulletin
Monday, August 31, 2015

INLAND DAILY BULLETIN

TRANSPORTATION

Omnitrans to open new Montclair-San Bernardino route

POSTED: 08/31/15 5:12 AM PDT | UPDATED: 4/21/2015 AGO

A new Omnitrans express bus route traveling on the 10 Freeway from Montclair to San Bernardino will be offered Sept. 8.

It is part of more than half of Omnitrans bus routes being realigned to simplify the route network and reduce travel times.

The new express route -- Route 290 -- provides weekday, peak-hour service between Montclair TransCenter and San Bernardino with stops at Ontario Mills and Arrowhead Regional Medical Center in Colton.

Omnitrans will offer free rides on Route 290 on Sept. 8 to 11.

Additionally, a new Route 81 will serve Haven Avenue between Riverside Drive in Ontario to Chaffey College in north Rancho Cucamonga.

Information on all the changes: 800-966-6428 or online at www.omnitrans.org.

Other Monday, August 31, 2015



Omnitrans Urges Students to Think Safety First

Omnitrans public transit service is proud to help students receive a great education by getting to school safely and on time. When riding Omnitrans buses, please abide by these simple safety rules:

- Wait on the curb next to the bus stop sign until the bus comes to a stop
- Never run alongside a moving bus
- Never hang on to the exterior of a bus in motion
- Wait for the bus to depart before crossing the street and always use crosswalks
- If using the bike rack, secure support arm over tire
- Inside, please take a seat if available or grip handrails
- Keep backpacks and other belongings out of the aisle
- Use headphones when playing music on devices
- Stay out of Bus-Only lanes on the sbX line
- Wait behind yellow tiles at sbX stations
- Do not jaywalk to and from stops and stations

More on bus surfing—this practice of hanging on to a bus in motion is illegal and extremely dangerous. If you observe this behavior, please report it immediately by calling the police department.

Omnitrans provides convenient service to all local high schools and most middle schools. Youth discounts are available for students age 18 and under. 7-day Youth Pass is \$14; a 31-day Youth Pass is \$41. More information about routes, schedule and fares is available at: 1-800-9-OMNIBUS or www.omnitrans.org.



Top: This is what the back of an Omnitrans bus should look like. Hitching a ride on the back is illegal and dangerous.



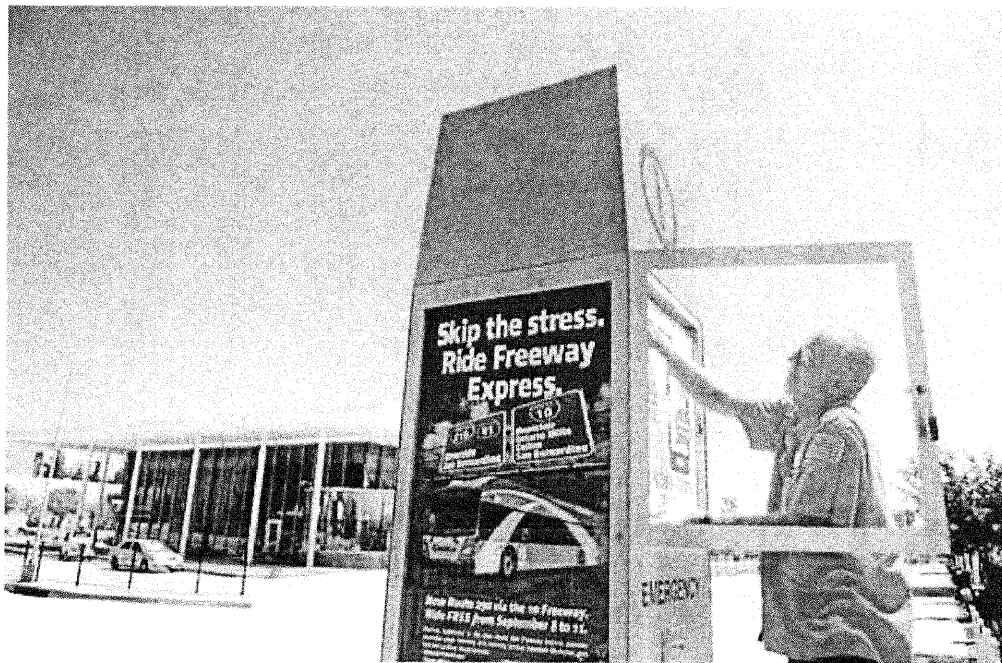
Left: Please stay out of sbX bus-only lanes and wait behind the yellow tiles at stations.

Sun
Tuesday, September 01, 2015

THE SUN

TRANSPORTATION

Omnitrans making major route changes, additions



Craig Butler, of

Omnitrans, installs signs at the new San Bernardino Transit Center last month. Omnitrans is making changes to more than half of the bus system's routes. Staff File Photo

By Staff Reports

POSTED: 09/01/15, 7:25 PM PDT. UPDATED: 1 WEEK, 4 DAYS AGO

A new Omnitrans express bus route traveling on the 10 Freeway from San Bernardino to Montclair will be offered starting Tuesday, part of changes to more than half of the bus system's routes.

The realignment of the bus routes is to simplify the route network and reduce travel times.

The new express route -- Route 290 -- provides weekday, peak-hour service between Montclair TransCenter and San Bernardino with stops at Ontario Mills and Arrowhead Regional Medical Center in Colton. Omnitrans will offer free rides on Route 290 Tuesday through Sept. 11.

Additionally, 11 east valley bus routes are being adjusted Tuesday for the opening of the new San Bernardino Transit Center in Rialto Avenue in San Bernardino and adjacent to the sbX rapid transit line on E Street. Weekday frequency on local Route 2, which shadows the sbX line, will be scaled back from every 30 minutes to hourly.

Neighboring transit agencies, Mountain Transit and Victor Valley Transit Authority, also will serve the transit center. In 2017, when construction of a rail extension is complete, the SBTC will provide a direct connection to Metrolink commuter trains.

Omnitrans will provide direct service to San Manuel Indian Bingo and Casino by extending Route 1 east to Victoria Avenue in Highland. At the same time, frequency on Route 1 north of downtown San Bernardino will increase to every 15 minutes, instead of every 30 minutes.

In light of the significant service changes, Omnitrans ambassadors next week will be available during peak morning and evening hours to assist customers at several major transfer locations: Chaffey College Transit Center, Chino Transit Center, Montclair TransCenter, Ontario Mills and the San Bernardino Transit Center.

Information on all the changes: 800-966-6428 or online at omnitrans.org.

Fontana Herald News

Omnitrans announces that many service improvements will be implemented starting Sept. 8



Omnitrans: Omnitrans will offer express service on the Interstate 10 Freeway

Posted: Tuesday, September 1, 2015 11:30 am

A new express bus route traveling on the Interstate 10 Freeway is among the many service improvements Omnitrans will roll out on Tuesday, Sept. 8.

More than half of Omnitrans bus routes will be realigned in an effort to simplify the route network and reduce travel times.

"Our most frequent customer request in recent years was for express service on the 10 Freeway," said Service Planning Manager Jeremiah Bryant. "Route 290 cuts travel time in half compared to local bus routes."

The new express route provides weekday, peak-hour service between Montclair and San Bernardino with stops at Ontario Mills and Arrowhead Regional Medical Center in Colton.

Omnitrans is offering free rides on Route 290 during the first week, Sept. 8-11.

"We are also introducing free Wi-Fi on our two freeway express routes as a customer benefit," said Director of Marketing and Planning Wendy Williams.

Along with the new Route 290 serving I-10, Omnitrans operates Route 215 on the Interstate 215/Route 91 corridor connecting San Bernardino and Riverside. Wi-Fi service is already available on the agency's sbX bus rapid transit line.

----- CHANGES ANNOUNCED

West of the Interstate 15 Freeway, Omnitrans is realigning nine north-south bus routes to improve directness of travel and minimize the number of transfers customers must make to complete their journey. For example, new Route 81 will run the length of Haven Avenue between Riverside Drive in Ontario to the main Chaffey College campus in northern Rancho Cucamonga. Previously, three separate routes served the corridor.

Four routes instead of three will serve the Chaffey campus in Rancho Cucamonga. Chaffey College students generate more than a half million trips annually. As part of the “GoSmart” program, registration fees allow students to ride Omnitrans free with their college ID cards.

To streamline access to the new San Bernardino Transit Center (SBTC) located on Rialto Avenue between E and F Streets in San Bernardino, 11 east valley bus routes are being adjusted on Sept. 8. The center is adjacent to the sbX rapid transit line on E Street.

“Prior to the SBTC opening, customers had to walk about four blocks from our primary downtown transfer location to the nearest sbX station,” said Williams.

Due to this improved connectivity, weekday frequency on local Route 2, which shadows the sbX line, will be scaled back from every 30 minutes to hourly.

Neighboring transit agencies, Mountain Transit and Victor Valley Transit Authority, also will serve the transit center. In 2017, when construction of a rail extension is complete, the SBTC will provide a direct connection to Metrolink commuter trains.

Fulfilling another popular customer request, Omnitrans will provide direct service to San Manuel Indian Bingo and Casino by extending Route 1 east to Victoria Avenue in Highland. At the same time, frequency on Route 1 north of downtown San Bernardino will increase to every 15 minutes, instead of every 30 minutes.

In light of the significant service changes taking effect on Sept. 8, Omnitrans ambassadors will be available during peak morning and evening hours to assist customers at several major transfer locations: Chaffey College Transit Center, Chino Transit Center, Montclair TransCenter, Ontario Mills and the San Bernardino Transit Center.

Personalized routing assistance is available at 800-9-OMNIBUS (800-966-6428) or online at www.omnitrans.org.

MASS TRANSIT

Wednesday, September 02, 2015

Mass Transit Magazine

CA: Omnitrans Making Major Route Changes, Additions

SEP 2, 2015 SOURCE: MCCLATCHY

Sept. 02—A new Omnitrans express bus route traveling on the 10 Freeway from San Bernardino to Montclair will be offered starting Tuesday, part of changes to more than half of the bus system's routes.

The realignment of the bus routes is to simplify the route network and reduce travel times.

The new express route — Route 290 — provides weekday, peak-hour service between Montclair TransCenter and San Bernardino with stops at Ontario Mills and Arrowhead Regional Medical Center in Colton. Omnitrans will offer *free* rides on Route 290 Tuesday through Sept. 11.

Additionally, 11 east valley bus routes are being adjusted Tuesday for the opening of the new San Bernardino Transit Center in Rialto Avenue in San Bernardino and adjacent to the sbX rapid transit line on E Street. Weekday frequency on local Route 2, which shadows the sbX line, will be scaled back from every 30 minutes to hourly.

Neighboring transit agencies, Mountain Transit and Victor Valley Transit Authority, also will serve the transit center. In 2017, when construction of a rail extension is complete, the SBTC will provide a direct connection to Metrolink commuter trains.

Omnitrans will provide direct service to San Manuel Indian Bingo and Casino by extending Route 1 east to Victoria Avenue in Highland. At the same time, frequency on Route 1 north of downtown San Bernardino will increase to every 15 minutes, instead of every 30 minutes.

In light of the significant service changes, Omnitrans ambassadors next week will be available during peak morning and evening hours to assist customers at several major transfer locations: Chaffey College Transit Center, Chino Transit Center, Montclair TransCenter, Ontario Mills and the San Bernardino Transit Center.

Information on all the changes: 800-966-6428 or online at omnitrans.org.

Copyright 2015 - San Bernardino County Sun, Calif.

TRANSPORTATION

Paper bus transfers being phased out in favor of plastic cards

By Steve Scauzillo

steve.scauzillo@langnews.com, @steoscaz on Twitter

Paper or plastic? The question is not exclusive to grocery shoppers.

Transit riders transferring to a second bus usually grab a hand-punched paper transfer from the driver to avoid paying twice. Now they can use a plastic card with a computer chip preloaded with cash that deducts the transfer fee after tapping the fare box.

By February, or March at the latest, the only option for a transfer will be plastic, namely a Transit Access Pass card obtained through Metro, the Los Angeles County Metropolitan Transportation Authority, for a buck and then loaded with cash by the passenger.

When the 24 related bus agencies in the county

TAP CARDS » PAGE 4

TAP cards

FROM PAGE 1

also change over, the paper transfer will be eliminated. Like the compact disc and the flip phone, these two-hour tickets to ride that have become so familiar to bus passengers for decades will be history.

"In about six months, we will do away with paper transfers. That's the plan," said Felicia Friesema, director of marketing and communication for Foothill Transit, which serves 14 million customers a year in 22 cities in the San Gabriel and Pomona valleys.

Cash still accepted

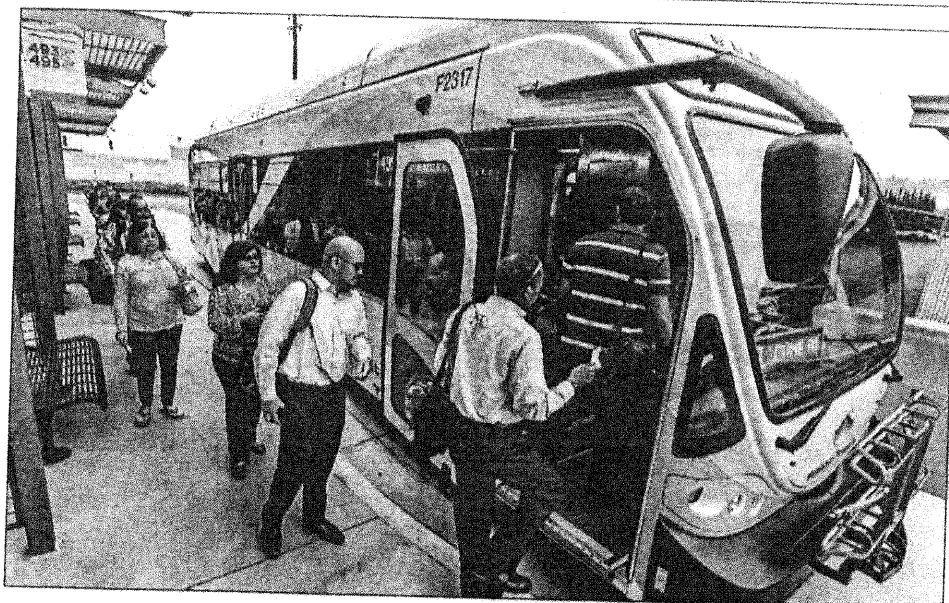
The Foothill Transit board on Aug. 25 voted to change to TAP card transfers only, the first bus agency outside of Metro in Los Angeles County to do so, Friesema said.

Metro and Foothill Transit, for example, will still allow customers to pay for a bus ride with cash. But without a TAP card, the rider will not get a transfer and therefore will have to pay full fare each time he or she boards a bus.

A bus ride on Foothill Transit costs \$1.50, while a transfer costs 50 cents. Without a TAP card, a rider would pay \$3 to take two buses to complete one trip instead of \$2.

The changeover to TAP cards negatively affects 8 percent of the county population, particularly those living within walking distance of fixed-route transit options, according to a Metro study. In the San Gabriel Valley, these areas include San Dimas, Glendora and Azusa, Friesema said.

Residents of downtown Los Angeles and Pasadena, where Metro light-rail lines run, have access to TAP cards that are sold at train and subway stations.



PHOTOS BY WALT MANCINI — STAFF PHOTOGRAPHER

Foothill Transit is changing over to TAP cards for those who take more than one bus and want to transfer to another line. People board the popular Line 495 from the Industry Park N Ride in Walnut on Wednesday.

How to get a TAP card

To fill the gap, Metro plans on distributing 1 million TAP cards in the next seven months at major transfer points, said Metro spokesman Paul Gonzales.

He said customers from the Antelope Valley, Foothill Transit, Gardena, Montebello and Torrance use TAP cards less often and have limited access to TAP as compared to other neighborhoods in the Southland.

A card can be purchased and loaded by going to tap-go.net or at 400 vendor locations, such as city halls, senior centers, rail stations and convenience stores.

Friesema said Foothill Transit would like to see the cards mailed to future customers.

For Foothill, the changeover involves converting 43 percent of its riders who currently pay cash to TAP cards.

Also, Foothill will need to create its own paper transfers for its riders connecting to Omnitrans in San Bernardino County and Orange County Transportation Authority buses, because TAP

is only valid in Los Angeles County.

The cashless economy

Many bus passengers in Los Angeles are working-class riders and are not as familiar with a cashless economy as train riders or car commuters, said Bart Reed, executive director of The Transit Coalition in the San Fernando Valley.

"There is a high propensity of people who don't trust the system," Reed said.

"They don't embrace the technology so they don't understand that they can get a better deal if they use a TAP card."

About 80 percent of the more than 500,000 Metro bus riders who take the system's 2,000 buses are low-income and 90 percent are minorities; about 60 percent of the riders make less than \$15,000 a year, according to a Metro report from May 2014.

The high levels of low-income bus riders is one reason why Metro is not doing away with cash rides, only cash transfers.

But paying cash would hurt low-income riders who

need to transfer: About one-half of Metro riders transfer to a second train or bus to reach their destination, according to Metro.

Bus drivers prefer TAP

The bus operators' union supports the move to automatic TAP transfers.

"Anything that removes the operator from the fare collection system process is a good thing. The No. 1 reason for operator assault is the fare box," said Andrew Gonzales, director of public relations for Smart Transportation division, the union that represents 5,000 bus and train operators for Metro.

Riders will like it because it will speed up boarding lines if drivers don't have to hand out transfers, particularly at express bus stops that move passengers from Inland Empire park-and-ride lots directly to downtown Los Angeles.

"The TAP system streamlines the process," Friesema said.

"There is less bumbling; you just hang onto your TAP card, and it makes boarding much faster."

San Bernardino Transit Center: A Symbol of Transformation

OMNITRANS DEDICATED its San Bernardino Transit Center in recent ceremonies that included the release of 200 butterflies as a symbol of the multimodal hub's transformational role in the city, which includes connecting 10 local and two freeway express bus routes, the BRT line and bus routes operated by neighboring agencies.

The \$25 million downtown facility opens to the public on Sept. 8. Omnitrans officials expect the center to serve 6,000 customers daily.

"The San Bernardino Transit Center represents more than a decade of planning and partnership between Omnitrans, SANBAG (San Bernardino

Associated Governments) and the city of San Bernardino," said P. Scott Graham, Omnitrans chief executive officer/general manager.

In the future, the facility will provide connections to Metrolink commuter rail, due in 2017, and later SANBAG's Redlands passenger rail line, which has been cleared for final design and construction.

"Improving our public transit network is an important part of growing the Inland Empire economy. The San Bernardino Transit Center is a perfect example of the type of results we can achieve when communities work together to move our region forward," said Rep. Pete Aguilar (D-CA). He also pledged his support for a long-term surface transportation bill, saying, "We need to stop kicking the can down the road."

The public transit center, located on a four-acre site, comprises 22 bus bays and a 7,500-square-foot building. It meets LEED Gold sustainability standards and features solar panels, drought-tolerant landscaping and energy-efficient design and systems.

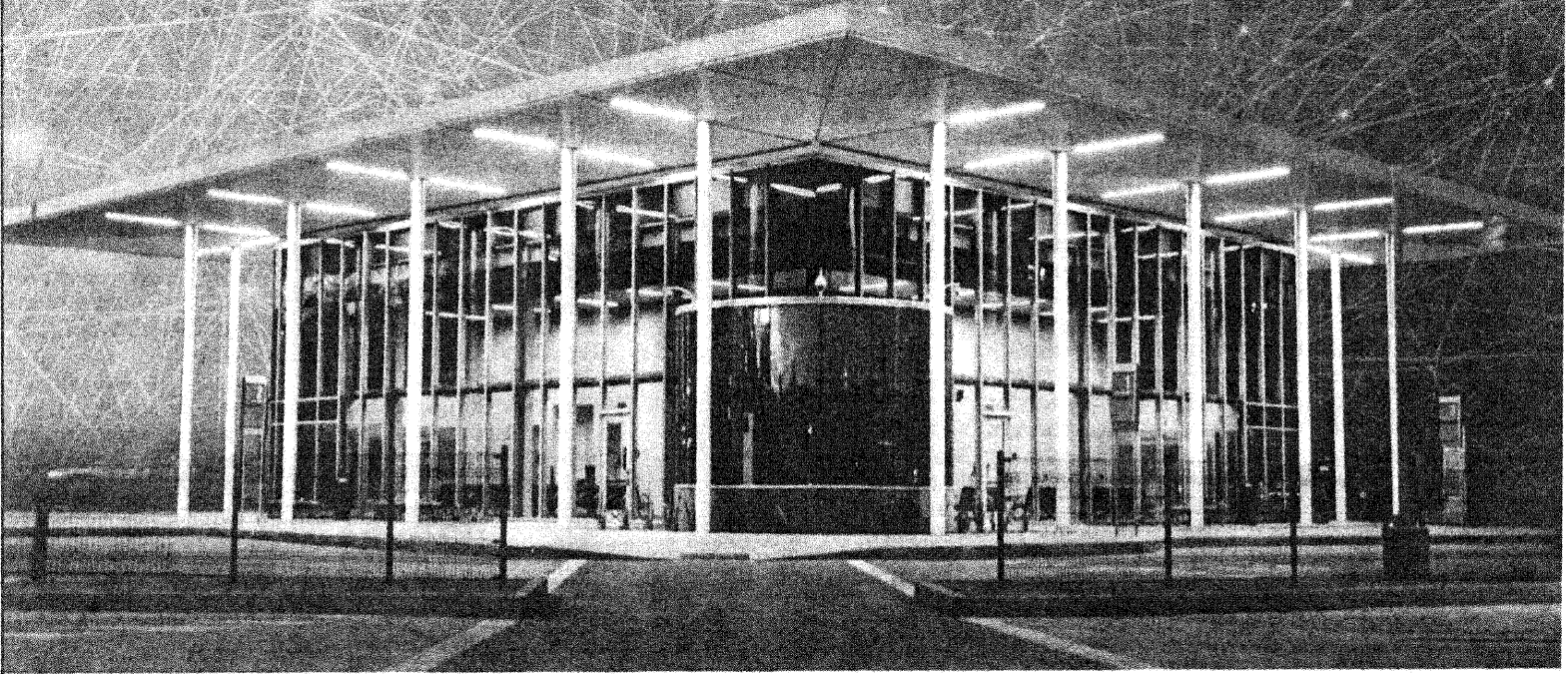
Project funding came from FTA, FHWA and the state through State Transit Assistance funds, Local Transportation Funds and Proposition 1B.



Dignitaries including Rep. Pete Aguilar, second from left, prepare to release 200 butterflies at dedication ceremonies for the San Bernardino Transit Center.

THE SUN
September 8, 2015

Connect at the Center.



The new San Bernardino Transit Center.

Your new transit center has arrived. Located downtown, at E Street and Rialto Avenue. Connect to 12 local Omnitrans routes, sbX, Mountain Transit, and VVTA. Enjoy an inviting lobby, convenient ticket vending machine, electronic message signs with real-time arrival information, restrooms, bike racks and more, all designed to help you rest, relax, and ride.



Omnitrans
Connecting Our Community.



OMNITRANS.ORG • 1-800-9-OMNIBUS

TRANSPORTATION

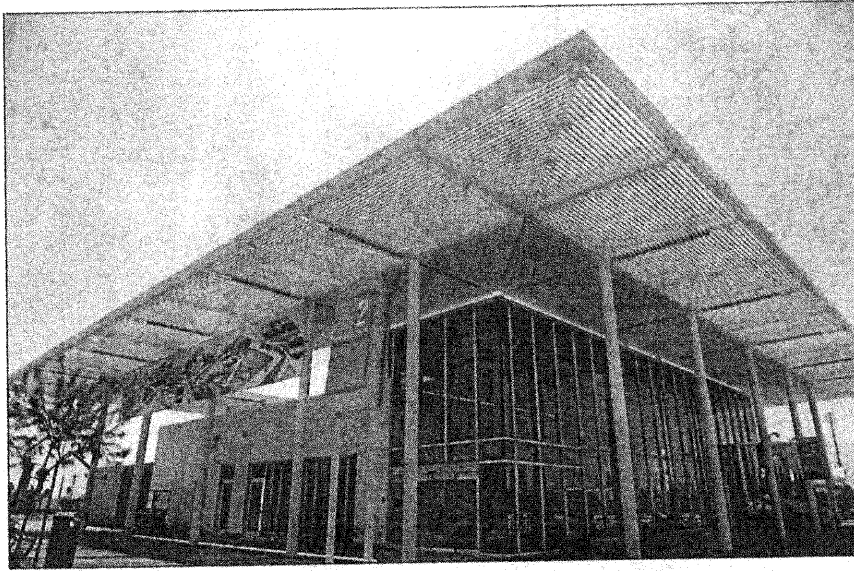
San Bernardino Transit Center ready for debut

Staff report

SAN BERNARDINO » The new downtown San Bernardino Transit Center opens on Tuesday.

The new transportation hub will open with 10 local bus routes, two freeway express Omnitrans bus routes, sbX green line, Victor Valley Transit Authority, and Mountain Transit.

Omnitrans ambassadors will be on hand from 5:30-9: a.m. and from 3-6 p.m. to assist passengers. Ambassadors will be wearing orange safety vests.



The new San Bernardino Transit Center, seen here on Aug. 23 in San Bernardino, will open to the public Tuesday.

STAFF FILE PHOTO

Commuting through SB just got little easier

By Ryan Hagen

ryan.hagen@langnews.com

@rmhagen on Twitter

SAN BERNARDINO » You still might not be able to commute without breaking a sweat, but getting around the city and county got a little easier and a little cooler Tuesday with the opening of the San Bernardino Transit Center and realignment of more than half of Omnitrans' bus routes.

In addition to routing bus routes through the transit center at Rialto Avenue and F Street, which celebrated its grand opening Aug. 24 but opened to the public, Omnitrans began a new express bus route along the 10 Freeway.

"It's great being in the air conditioning and that it's clean and safe, and I'm glad they're doing it," said Vanessa Gonzales of San Bernardino, waiting to change buses as she went from San Bernardino Valley College to her home on the north end of the city.

"I do wish they hadn't changed the wait from half an hour to an hour."

Most routes are now more frequent and streamlined, Omnitrans spokeswoman Wendy Williams said, but Route 2 — which shadows the sbX bus rapid transit line — scaled back to hourly.

"Prior to the SBTC (transit center) opening, customers had to walk about four blocks from our primary downtown transfer location to the nearest sbX station," Williams said in a statement, to explain that change.

Other Omnitrans buses, Mountain Transit and Victor Valley Transit Authority also now stop at the transit center. In 2017, when construction of a rail extension is complete, Metrolink commuter trains will also be routed through the center.

Other changes:

The express route provides weekday, peak-hour service be-



PHOTOS BY RYAN HAGEN

Vanessa Gonzales of San Bernardino receives an Omnitrans bag for the first day of operation for the San Bernardino Transit Center on Tuesday.



LEFT: Commuters board a bus on the first day of operation at the San Bernardino Transit Center on Tuesday.

tomor request in recent years was for express service on the 10 freeway," said Service Planning Manager Jeremiah Bryant. "Route 290 cuts travel time in half compared to local bus routes."

Direct service to San Manuel Indian Bingo and Casino by extending Route 1 east to Victoria Avenue in Highland.

Frequency on Route 1 north of downtown San Bernardino will increase to every 15 minutes, instead of every 30 minutes.

Other changes are happening on the West End.

A complete list of changes is available at <http://b39ly/tibHDWx>.

tween Montclair and San Bernardino with stops at Ontario Mills and Arrowhead Regional Medical Center in Colton, along

with free Wi-Fi. Free rides on that route are available until Friday.

"Our most frequent cus-

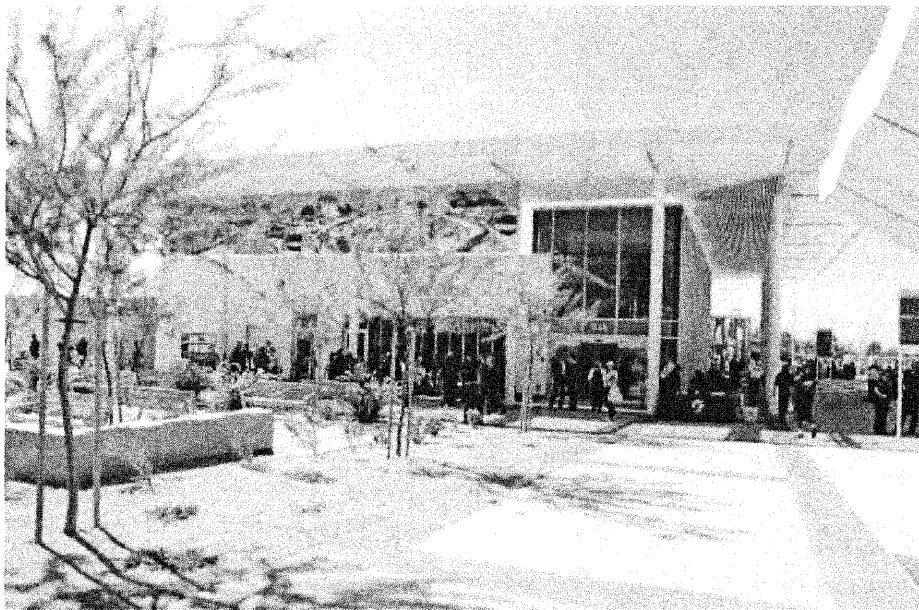
Press Enterprise
Friday, September 11, 2015

THE PRESS-ENTERPRISE

CASSIE MCDUFF: Signs of life in San Bernardino despite bankruptcy

Mini-building boom downtown, a couple new restaurants contrast with ongoing strife in City Hall

September 11th, 2015, 2:16 pm ·



The San Bernardino Transit Center has opened for business. COURTESY OF JUNG KUSHLER CARLSON

It may be mired in municipal bankruptcy, but San Bernardino is showing signs of economic life in spite of it all.

Construction cranes have dotted downtown for the past several years, as a gleaming, new Superior Court high-rise, a Transit Center and a new health clinic nearing completion have gone up.

The food truck craze has also hit San Bernardino. The third Thursday of each month, the City Hall parking lot is roped off for a Food Fest, with food trucks and live bands.

Even with the summer heat, the event attracts 2,500 to 2,600 people, not just office workers from the surrounding government buildings, but families now, Mayor Carey Davis told me on Friday.

The monthly event has grown from five trucks to nine, Davis said, featuring gourmet grilled cheese, chicken and waffles, barbecue, salads and, of course, cupcakes. I stopped by last month and saw people lined up at every truck.

The transit center, which opened Tuesday, brings together a dozen bus lines and the San Bernardino express bus between Loma Linda and Cal State. It's expected to serve 6,000 to 8,000 people each day, Davis said.

When the Metrolink line is extended to the center by 2017, you'll be able to get anywhere in Southern California from one place, he said.

That should be a shot in the arm for downtown.

Omnitrans, the bus agency, left two acres vacant next to the transit center for commercial development such as lunch spots and retail shops.

Those are needed. Downtown San Bernardino doesn't have a lot of options apart from a McDonald's, a Starbucks and a HoneyBaked Ham (which makes a terrific ham-and-cheese, by the way).

Davis told me two new restaurants opened on Hospitality Lane. And a 600-unit student housing complex near Cal State is nearing completion.

The main drag through downtown, E Street, where the sbX runs was repaved between Hospitality and Ninth Street. Now it will be repaved from Tenth Street to Highland Avenue, Davis said.

He also told me there's also a new business at San Bernardino International Airport (the former Norton Air Force Base), an aircraft dismantler. The airport will host an air show Oct. 17, Davis said.

I'm glad San Bernardino's bankruptcy (declared in 2012 and still pending in court) didn't bring everything to a screeching halt in the city. That's not to say everything is peachy, either.

The city is embroiled in a dispute with its auditors over delays completing crucial reviews. The firm blames the city manager's office; the city manager's office blames the auditors. The City Council is considering a lawsuit.

ITEM # F1

DATE: October 7, 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

The San Bernardino Transit Center (SBTC) officially began operations September 8th. Compliments from passengers regarding the terminal appearance and amenities, transfer convenience, safety and security measures provided for the riders, and the added express route from San Bernardino to Montclair have been positive and appreciative. The major routing changes and the connectivity brought about the opening of the transit center have been very favorable; resulting in a favorable ridership trend. The sbX reflected a surge in ridership by approximately 800 passengers per day; the ridership on the Express Bus to Ontario and Montclair averaged 114 per day, growing from 75 riders on opening day to 131 riders on Friday September 25th; and the overall system ridership increased 1,563 riders per weekday compared to the prior month.

Attended the Redlands Rail Working Group chaired by Supervisor Ramos on 15 September. US Congressmen Pete Aguilar and Jeff Denham joined the working group and gave remarks regarding their support for the Redlands Rail as a public transit option. Carrie Schindler, SANBAG Director of Rail and Transit Programs, gave a progress report on the Redlands Rail and the Metrolink extension into the SBTC.

On Tuesday, November 10, United Way 211 of San Bernardino County is hosting a Launch Ceremony for the 211 VetLink Trip Planner at the San Bernardino Transit Center. The 211 VetLink Trip Planner aims to improve access to transportation information for Veterans, Service Members, their family and our communities.

PSG

ITEM # _____ F2 _____

DATE: October 7, 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 MNT15-133
UNDERGROUND STORAGE AND ABOVE GROUND STORAGE TANK
TESTING AND REPAIR SERVICES**

FORM MOTION

Authorize the CEO/General Manager to rescind award of Contract MNT15-133 to Wayne Perry, Inc., (Wayne Perry) 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; and

Authorize the CEO/General Manager to award Contract MNT15-133 to Fleming Environmental Inc., of Fullerton, 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 October 7, 2015 through October 6, 2018, in the amount of \$23,100, with the option to exercise two (2) single option years ending October 6, 2020, in the amount of \$5,300 for each single option year, for a total amount of \$33,700, plus up to an additional \$103,020 for as needed parts and repairs, for a total not-to-exceed amount of \$136,720.

BACKGROUND

On August 5, 2015, Omnitrans Board of Directors approved the award of Contract MNT15-133 to Wayne Perry. On August 31, 2015, Wayne Perry’s Associate Vice President notified Omnitrans of its intent to withdraw their bid due to its submission by an unauthorized representative listing a competitor as a subcontractor.

Omnitrans requires the services of a qualified Contractor to provide mandatory annual and tri-annual testing of underground/above ground storage tanks and any necessary repairs, as required by local, state, or federal regulations. The Contractor will ensure results are submitted to these agencies as required.

On May 6, 2015, Omnitrans' Board of Directors approved the release of Invitation for Bids IFB-MNT15-133. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. Four (4) bids were received by the June 9, 2015 deadline.

The remaining three bids are listed below from lowest to highest:

	Fleming Environmental	George Bryant Construction Inc.	Rumex Construction Corporation
Base Years 1-3	\$ 23,100	\$ 48,300	\$ 67,500
Option Year 1	\$ 5,300	\$ 16,600	\$ 25,500
Option Year 2	\$ 5,300	\$ 17,400	\$ 27,000
Estimated Parts and Repairs*	\$103,020	\$ 98,538	\$177,720
Total	\$136,720	\$180,838	\$297,720

*Based on historical usage.

Due to the large variance in the competitive range of responsive bids, staff contacted bidders to verify that each had a good understanding of the requirements of the project scope since prevailing wages are required. Staff concluded that the large variance was primarily due to different approaches of calculating risk and travel costs.

Award is recommended to the lowest, responsive and responsible bidder. Price is deemed fair and reasonable as the bid is \$5,030 less than the Independent Cost Estimate of \$141,750.

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 Operating budget as follows:

Department 1200
Expenditure Code 505060

_____ 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' storage tanks will remain in compliance with the requirements of the regulating agencies.

PSG:JMS:KT



CONTRACT AGREEMENT

between

FLEMING ENVIRONMENTAL INC.
1372 E. Valencia Drive
Fullerton, CA 92831

(hereinafter "CONTRACTOR")
Telephone: (714) 871-2800
Fax: (714) 871-2801

And

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

CONTRACT DOCUMENTS

CONTRACT NO. MNT15-133

**UNDERGROUND STORAGE TANK
AND ABOVE GROUND STORAGE
TANK TESTING AND REPAIR
SERVICES**

Contract Amount: \$23,100

Omnitrans Project Manager:

Name: Mark Montgomery
Title: Facilities Manager
Telephone: (909) 379-7175
Fax: (909) 885-2441
Email: mark.montgomery@omnitrans.org

Contract Administrator:

Name: Krystal Turner
Title: Contracts Administrator
Telephone: (909) 379-7202
Fax: (909) 379-7402
Email: krystal.turner@omnitrans.org



TABLE OF CONTENTS

1.	SCOPE OF WORK.....	4
2.	PERIOD OF PERFORMANCE.....	4
3.	CONTRACT OPTIONS	5
4.	COMPENSATION.....	5
5.	INVOICING AND PAYMENT.....	6
6.	AUDIT AND INSPECTION OF RECORDS.....	6
7.	NOTIFICATION	7
8.	OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES.....	7
9.	DISPUTE RESOLUTION.....	8
10.	TERMINATION FOR CONVENIENCE	9
11.	TERMINATION FOR BREACH OF AGREEMENT	9
12.	ASSIGNMENT.....	10
13.	SUBCONTRACTING.....	10
14.	INDEPENDENT CONTRACTOR.....	11
15.	INSURANCE	11
16.	INDEMNITY.....	12
17.	REVISIONS IN SCOPE OF WORK.....	12
18.	RIGHTS IN TECHNICAL DATA	12
19.	OWNERSHIP OF REPORTS AND DOCUMENTS.....	13
20.	OWNERSHIP RIGHTS.....	13

21.	WORK FOR HIRE	14
22.	SUBMITTAL OF CLAIMS BY CONTRACTOR.....	14
23.	EQUAL OPPORTUNITY	14
24.	STANDARD OF PERFORMANCE	14
25.	NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES	15
26.	DISQUALIFYING POLITICAL CONTRIBUTIONS	15
27.	COMPLIANCE WITH LAW	15
28.	COMPLIANCE WITH LOBBYING POLICIES.....	16
29.	PUBLIC RECORDS ACT.....	16
30.	WAIVER/INVALIDITY	17
31.	FORCE MAJEURE.....	17
32.	CONFIDENTIALITY	17
33.	CONTRACTOR’S INTERACTION WITH THE MEDIA AND THE PUBLIC	17
34.	GOVERNING LAW	18
35.	MODIFICATIONS TO AGREEMENT	18
36.	LICENSING, PERMITS AND INSPECTION COSTS.....	18
37.	PRECEDENCE	19
38.	ENTIRE AGREEMENT	19

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – EXHIBITS

ATTACHMENT C - PRICING

ATTACHMENT D – INSURANCE REQUIREMENTS

This Agreement is made and entered into as of this 7th day of October, 2015 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Fleming Environmental, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

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

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through October 6, 2018, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from October 7, 2018 Through October 6, 2020, which period encompasses the Initial Term, Option Year 1 and Option Year 2.

3. CONTRACT OPTIONS

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

4. COMPENSATION

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

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Twenty Three Thousand One Hundred Dollars (\$23,100), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable
Accountspayable@omnitrans.org

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

- Contract number
 - Invoice number
 - Description of delivery
 - Delivery Date
 - Total quantity delivered
 - Information as requested by OMNITRANS
- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this

Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

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

To OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Krystal Turner
krystal.turner@omnitrans.org

To CONTRACTOR:

Fleming Environmental, Inc.
1372 E. Valencia Drive
Fullerton, CA 92831
Attn: Terry L. Fleming Jr.
tfleming@flemingenvironmental.com

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

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

Project Manager: Mark Montgomery.

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.

2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

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

<u>Name</u>	<u>Role</u>
Terry L. Fleming	President
Patty Fleming	Project & Compliance Coordinator
_____	_____
_____	_____

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.
- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.

- C. If CONTRACTOR violates Section 26, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

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

Subcontractor's Name and Address	Work to Be Performed
N/A	N/A
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

14. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. INSURANCE

Throughout the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance coverage, which shall be full-coverage insurance not subject to self-insurance provisions. CONTRACTOR shall not of its own initiative cause such insurance to be canceled or materially changed during the term of this Agreement.

- A. **Commercial General Liability including Products/Completed Operations:** \$1,000,000 per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Endorsement naming Omnitrans as Additional Insured.*
- B. **Automobile Liability:** \$1,000,000 combined single limit bodily and property damage liability per accident; *Endorsement naming Omnitrans as Additional Insured.*
- C. **Workers' Compensation:** statutory limits or, a State-Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California; *waiver of subrogation that includes Omnitrans.*
- D. **Employers Liability** Applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate;

- E. **Environmental Liability:** Applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate; *Endorsement naming Omnitrans as additional insured.*
- F. All drivers making deliveries of products specified on this RFQ shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsements as may be required by relevant laws and/or regulations.

Additional Insured:

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

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies

of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of OMNITRANS. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from OMNITRANS. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by OMNITRANS.

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors,

and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS’ Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

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

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional

quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this

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

28. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.

- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

- A. The FIRM warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, FIRM warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. FIRM further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. FIRM shall notify OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.
- B. Contractor shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such

public agency relating to construction operations under the jurisdiction of such agency.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A, Scope of Work, (3) provisions of IFB-MNT15-133 and (4) CONTRACTOR's bid dated June 9, 2015.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

FLEMING ENVIRONMENTAL, INC.

P. SCOTT GRAHAM
CEO/General Manager

TERRY L. FLEMING, JR.
President

DATE

Federal Tax I.D. No. 33-0791479

DP_____
CM_____

ATTACHMENT A – SCOPE OF WORK

MNT15-133

UNDERGROUND STORAGE TANK AND ABOVE GROUND STORAGE TANK TESTING AND REPAIR SERVICES

1. SCOPE OF WORK

- A. Furnish all necessary labor and equipment needed to schedule and perform annual monitor certifications, all California Air Resources Board (CARB) required Vapor Recovery Testing, and SB – 989 Secondary Containment testing. Ensure that each system is tested in compliance with all current Certified Unified Program Agency (CUPA), South Coast Air Quality Management District (SCAQMD), CARB and State Water Resources Control Board (SWRCB) regulations. Coordinate testing with local CUPA and SCAQMD agencies, and ensure that results are submitted to these agencies as required.
- B. Provide services for repairs, modifications, and maintenance of underground storage tank (UST) systems, and above ground storage tank (AST) systems in accordance with all Local, State, and Federal regulations. These services will be on an as needed basis to correct deficiencies found during annual or triennial testing, and/or for issues that arise during normal operations.
- C. **Contractor Qualifications:**
 - 1) Attachment B - Exhibit 1 shows the licensing & certifications requirements per the County of San Bernardino Fire Department Hazardous Materials Division.
 - 2) Contractor shall have a minimum of five (5) years' experience in performing annual monitoring certification, vapor recovery testing, SB 989 secondary testing, and UST/AST equipment repairs.
- D. **SB-989 Secondary Containment Testing:**
 - 1) Attachment B - Exhibit 2 shows the number and types of items to be included and the future due dates.
- E. **Test water provisions and disposal requirements:**
 - 1) **Annual Spill Bucket:**

Test water and disposal responsibilities shall be provided by Omnitrans.
 - 2) **Secondary Containment Testing:**

Test water and disposal responsibilities shall be provided by contractor during this year, for both the spill buckets and secondary containment testing.

ATTACHMENT A – SCOPE OF WORK

MNT15-133

UNDERGROUND STORAGE TANK AND ABOVE GROUND STORAGE TANK TESTING
AND REPAIR SERVICES

- F. The work required above will be conducted at three different locations. The locations and associated equipment are listed below:

☐ **East Valley Division**

1700 West 5th Street
San Bernardino CA 92411

- 1 - Unleaded Dispenser with One Nozzle (1 UDC)
- 1- Healy /9000-2 Mini-Jet Stage II Vapor Recovery
- 1 – Omntec/OEL8000II Leak Detection & Monitoring System with 6 sensors.

☐ **West Valley Division**

4748 Arrow Highway
Montclair CA 91763

11 UST's

- 1 Unleaded Dispenser with One Nozzle (1 UDC)
- 1- Healy Phase II EVR System
- 1 - Veeder Root TLS-350 Monitor with 19 Liquid Sensors
- 1 - Veeder Root TLS-350 Monitor with 10 Liquid Sensors
- 11 - In Tank Gauging Probes
- 1 - Dispenser Containment Sensor
- 1 - Mechanical Line Leak Detector

☐ **"I" Street Division**

234 South "I" Street
San Bernardino CA 92410

2 USTs

- 2 - Unleaded Dispensers with One Nozzle Each (2 UDC's)
- 1- Healy Phase II EVR System
- 1 - Veeder Root TLS-300C with 6 Liquid Sensors
- 2 - In Tank Gauging Probes

ATTACHMENT A – SCOPE OF WORK

MNT15-133

UNDERGROUND STORAGE TANK AND ABOVE GROUND STORAGE TANK TESTING AND REPAIR SERVICES

2. GENERAL REQUIREMENTS

- A. It is the Contractor's responsibility to coordinate the work so as to minimize conflicts and optimize efficiency.
- B. If and when it should be necessary for the Contractor to impact day-to-day operations of Omnitrans functions in order to pursue the work, the Contractor shall furnish adequate notice to Omnitrans and avoid, minimize, or circumvent such impacts. Omnitrans reserves the right to assess and anticipate such impacts and the right to stop or postpone the work until a mutually satisfactory time and means can be agreed upon.
- C. The Contractor shall not stop or park any of his/her vehicles in such a manner to prevent the timely entrance and exit of Omnitrans coaches from the parking area. Our customers expect prompt service, and our service is scheduled on a tight timeline, and Omnitrans will not accept any delays.
- D. All work is to comply with all applicable state and city code requirements.
- E. The Contractor shall ensure that all of his operations strictly adhere to all Federal, State, and Local safety and environmental laws and regulations. Omnitrans reserves the right to correct any unsafe practices by the Contractor's employees, or stop work until the Contractor makes the appropriate corrections.

Verifying UST Contractor Licensing & Certifications

The following licenses and certifications are required to schedule inspections, certify UST systems or to modify/install UST components/systems.

TYPE OF SERVICE	CSLB A LICENSE OR TANK TESTER LICENSE AND	INTERNATIONAL CODE COUNCIL AND	MANUFACTURER CERTIFICATION
MONITORING CERTIFICATION	EITHER	ICC TECHNICIAN	FOR UST EQUIPMENT CERTIFIED
SECONDARY CONTAINMENT (SB 989)	EITHER	ICC TECHNICIAN	INCON (FRANKLIN FUEL) OR ANY TESTER USED
NON-EVR UST MODIFICATION	CSLB	ICC INSTALLER/RETROFITTER	FOR UST COMPONENTS REPAIRED/USED
REPLACEMENT OR UPGRADE OF MONITORING EQUIPMENT	EITHER	ICC TECHNICIAN	FOR SPECIFIC MONITORING EQUIPMENT
PRECISION LINE/UST TEST	TANK TESTER/ LINE TESTER	ICC TECHNICIAN	FOR TESTING EQUIPMENT /METHOD USED
UST INSTALL	CSLB	ICC INSTALLER/RETROFITTER	FOR EACH UST COMPONENT
UST REMOVAL	CSLB	WITH "HAZ A " ENDORSEMENT	N/A

Contractors CANNOT share CSLB or Tank Tester licenses.

- Contractor must provide required licensing at the time of application.
- LOOK at the CSLB to ensure that it is indeed for the company they represent.
- Permit modification/installation applications from contractors without CSLB will be rejected.
- Contractor may leave a valid/current copy of their CSLB on file with us for reference. It is the Contractor's responsibility to ensure that their licenses are up to date, valid and available for review upon request during both plan check and site inspection s.
- Sub-contractors shall be independently licensed and certified for their proposed scope of work.

Look up California contractor's licenses at: <http://www.cslb.ca.gov>

Check the Requirements of the Tank Tester Licensing Program at:

http://www.waterboards.ca.gov/water_issues/programs/ust/tank_testers/

The Tank Tester/Line Tester List is there as: [List of Licensed Tank Testers \(1.G.105\)](#)

**Tank Tester List includes Line/Pipe Test approval also.*

EVR UPGRADE LICENSING MATRIX

TYPE OF EVR UPGRADE	CSLB LICENSE OR TANK TESTER LICENSE AND	INTERNATIONAL CODE COUNCIL AND	MANUFACTURER CERTIFICATION
HEALY TANK ONLY	CSLB A W/HAZ	VAPOR RECOVERY INSTALLER	FRANKLIN FUELS/HEALY INSTALL
VEEDER ROOT (VR) ISD	CSLB A W/HAZ	VAPOR RECOVERY INSTALLER, SERVICE TECH	VEEDER ROOT (VR) ISD INSTALL AND TECHNICIAN LEVEL 2/3 OR 4
INCON ISD	CSLB A W/HAZ	VAPOR RECOVERY INSTALLER, SERVICE TECH	FRANKLIN FUELS INCON INSTALL CERT, INCON TMS TECH
VR ISD W/HEALY	CSLB A W/HAZ	VAPOR RECOVERY INSTALLER, SERVICE TECH	FF – HEALY VR ISD VR TECH 2/3 OR 4
VR CARBON CANISTER VAPOR POLISHER (CCVP) – NO ISD	CSLB A W/HAZ	VAPOR RECOVERY INSTALLER, SERVICE TECH	VR TECH 2/3 OR 4 VR CCVP INSTALL
VR CARBON CANISTER VAPOR POLISHER (CCVP) – WITH ISD	CSLB A W/HAZ	VAPOR RECOVERY INSTALLER, SERVICE TECH	VR TECH 2/3 OR 4 VR – CCVP INSTALL VR – ISD INSTALL
VST VAPOR PROCESSOR	CSLB A W/HAZ	VAPOR RECOVERY INSTALLER, SERVICE TECH	VST INSTALL CERT VR TECH 2/3 OR 4

Some EVR related manufacturer certifications are available online at :

<http://www.evrhome.org/contractors.htm>

Look up International Code Council UST certifications at:

<http://www.iccsafe.org/certification/ust-ast/>

***CLICK ON YELLOW BOX TO SEARCH BY NAME**

If any other UST work is completed along with the EVR upgrade (piping work, UDC replacement, etc), additional licensing and certifications will be required to complete the plan review. It is the project proponent's responsibility to furnish all applicable licensing and certifications at the time of application.

Omnitrans SB 989 Secondary Containment Testing

	OMNITRANS FACILITY LOCATIONS			
	Montclair 4748 Arrow Hwy	San Bernardino 234 S. I - Street	Qty	Comments
Next Due Date(s)	4/17/17 4/17/20	10/21/17 10/21/20		
Tank Interstitial Tests	11	2	13	
Tank Sump Tests	16	4	20	
Transition Sumps			0	
Under Dispenser Tests	1	2	3	
Secondary Piping Tests	12	2	14	
Spill Bucket Tests	12	4	16	

ATTACHMENT C - PRICING						
MNT15-133						
UNDERGROUND AND ABOVE GROUND STORAGE TANK TESTING AND REPAIR SERVICES						
Item Num	Section	Description	Unit of Measure	Quantity	Fleming Environmental Inc.	
1	BASE PERIOD	East Valley, West Valley, I Street Divisions		3	\$	23,100.00
				Subtotal	\$	23,100.00
10	OPTION YEAR 1	East Valley Division	Year	1	\$	1,100.00
11	OPTION YEAR 1	West Valley Division	Year	1	\$	2,725.00
12	OPTION YEAR 1	I Street Division	Year	1	\$	1,475.00
				Subtotal	\$	5,300.00
13	OPTION YEAR 2	East Valley Division	Year	1	\$	1,100.00
14	OPTION YEAR 2	West Valley Division	Year	1	\$	2,725.00
15	OPTION YEAR 2	I Street Division	Year	1	\$	1,475.00
				Subtotal	\$	5,300.00
				Total	\$	33,700.00
16	Hourly rates for as needed repairs	Standard Rate Base Year 1	Hour	1	\$	90.00
17	Hourly rates for as needed repairs	Overtime Rate Base Year 1	Hour	1	\$	110.00
18	Hourly rates for as needed repairs	Holiday Rate Base Year 1	Hour	1	\$	130.00
19	Hourly rates for as needed repairs	Standard Rate Base Year 2	Hour	1	\$	92.00
20	Hourly rates for as needed repairs	Overtime Rate Base Year 2	Hour	1	\$	112.00
21	Hourly rates for as needed repairs	Holiday Rate Base Year 2	Hour	1	\$	132.00
22	Hourly rates for as needed repairs	Standard Rate Base Year 3	Hour	1	\$	94.00
23	Hourly rates for as needed repairs	Overtime Rate Base Year 3	Hour	1	\$	114.00
24	Hourly rates for as needed repairs	Holiday Rate Base Year 3	Hour	1	\$	134.00
25	Hourly rates for as needed repairs	Standard Rate Option Year 1	Hour	1	\$	96.00
26	Hourly rates for as needed repairs	Overtime Rate Option Year 1	Hour	1	\$	116.00
27	Hourly rates for as needed repairs	Holiday Rate Option Year 1	Hour	1	\$	136.00
28	Hourly rates for as needed repairs	Standard Rate Option Year 2	Hour	1	\$	98.00
29	Hourly rates for as needed repairs	Overtime Rate Option Year 2	Hour	1	\$	118.00
30	Hourly rates for as needed repairs	Holiday Rate Option Year 2	Hour	1	\$	138.00

ATTACHMENT D - INSURANCE REQUIREMENTS

MNT15-133

UNDERGROUND STORAGE TANK AND ABOVE GROUND STORAGE TANK TESTING AND REPAIR SERVICES

1. INSURANCE REQUIREMENTS

A. General Requirements for Contractor

- 1) Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- 2) Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

B. Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

1) *Commercial General Liability and Automobile Liability*

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name Omnitrans, its officers, officials, employees, agents and volunteers as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

- a) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.

- b) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

2) ***Workers' Compensation***

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

3) ***Care, Custody, and Control***

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

D. Acceptability of Insurers

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

E. Verification of Coverage

- 1) Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.
- 2) As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- 3) In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

G. Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

2. MINIMUM INSURANCE COVERAGE

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- 4) ☐ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*
- 10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

ITEM # _____ F3 _____

DATE: October 7, 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 – RFP-FIN16-53, DESIGN-BUILD-MAINTAIN COMPRESSED NATURAL GAS (CNG) INFRASTRUCTURE AT EAST AND WEST VALLEY VEHICLE FUELING FACILITIES**

FORM MOTION

As required by California Contracts Code § 20209.5, the Board of Directors find that using a design-build-maintain method to procure services for the design, construction, and maintenance of the Compressed Natural Gas (CNG) Infrastructure at East Valley and West Valley Vehicle Fueling Facilities is in the best interest of Omnitrans because (1) it will expedite the completion of the project, (2) improve the project quality and (3) reduce project costs; and

Authorize the CEO/General Manager to release Request for Proposals RFP-FIN16-53 for Design-Build-Maintain Services to provide Compressed Natural Gas (CNG) Infrastructure at East and West Valley Vehicle Fueling Facilities.

This item was reviewed by the Operations and Safety Committee at its September 21, 2015 meeting, and recommended for approval by the Board of Directors. Please note that the meeting did not have a quorum.

BACKGROUND

In September 2014, Omnitrans contracted with Clean Energy, under RFP-FIN14-269, to conduct a CNG Fueling Infrastructure Feasibility Study to evaluate the viability, cost(s) and benefits of implementing pipeline CNG fueling operations at Omnitrans' three facilities. The purpose of the Feasibility Study was to provide an alternative to Omnitrans' current fueling operations.

The Feasibility Study was completed in April 2015 and found that there were no jurisdictional, operational, economical, or technical restrictions preventing Omnitrans from pursuing a pipeline CNG fueling infrastructure at its facilities. The Study concluded that an annual savings, after implementation of a pipeline CNG fueling infrastructure, will realize a total cost reduction of approximately \$1,350,000 in fueling costs at Omnitrans' three facilities (East Valley, West Valley, and I Street).

Further, the Study concluded that the implementation of pipeline fueling at the facilities, particularly at East Valley, will help to alleviate the nearby community's concerns with the existing LNG facility. The method of delivery through pipeline eliminates the need for the LNG storage tanks.

The Feasibility study included a Technical Feasibility section that provided potential costs to install pipeline CNG systems at each of the facilities. The projected costs were as follows:

East Valley:	\$2,294,906
West Valley:	\$1,708,362
I Street:	\$1,564,010

In June 2015, the Board of Directors approved that Omnitrans proceed with the development of the preliminary design, technical specifications, and solicitation documents with our "On Call" Architectural and Engineering firm STV, Inc. Omnitrans' initial approach was to install the pipeline CNG system at East Valley in the 2015/16 fiscal year (as was stated in our Strategic Initiative #1); at West Valley in the 2016/2017 fiscal year; and I Street in the 2017/2018 fiscal year.

However, after review of the similarities between the East Valley and West Valley systems, Omnitrans decided to package the pipeline CNG systems at these two facilities into one project. This would provide the project with some economy of scale, ensure that we have interchangeable components between facilities for maintenance purposes, and provide fuel cost savings at West Valley one year earlier than anticipated.

In addition to grouping the East Valley and West Valley systems together, and in an effort to increase competition, expedite the timeliness of the project, achieve cost savings, and increase the quality of the system, the use of the Design-Build-Maintain method is recommended. Design-Build-Maintain is a method that is allowed by the FTA and State statute.

On September 21, 2015, the above information was presented to the Operations and Safety Committee. Based on the discussion had during the meeting, the following information has been added to this item to provide clarification to the questions presented.

As stated previously, in an effort to facilitate construction at these locations, staff performed an analysis to review a range of project delivery methods that could be used to provide the CNG Infrastructure. After evaluation of the contemplated scope for the facilities at East Valley and West Valley, staff determined that using the Design-Build-Maintain method was the best approach as it would reduce design and construction schedules, reduce costs, and minimize delays in completion of the project. The advantages of the Design-Build-Maintain approach for this project include a single point of responsibility that will:

- Enable an earlier start of construction, and obtain price certainty with Builder involvement and input to the design process;

- Reduce costs for Builder changes associated with design errors, omissions and inconsistencies;
- Reduce overall project duration due to overlapping final design and early construction resulting in an earlier completion.

PCC § 20209.5 et seq, permits transit operators like Omnitrans to undertake projects under this statute in accordance with its statutory requirements. Approval from the Board is needed to proceed with issuing a solicitation using the Design-Build-Maintain approach authorized under California Public Contract Code (PCC) Section 2009.5, et seq., Federal Transit Administration Circular 4220.1F, and Procurement Policy 2000, Section 2.3.5.1.3.

As part of the presentation to Committee, items were added to the list of discrepancies between the Feasibility Study Scope and the ICE Scope. Those items are as follows:

- New gas service into each site.
- 1-Year maintenance of each system.
- Relocation of trash compactor at East Valley.
- New dispensers at West Valley.

For clarification, below is a breakdown that summarizes the costs associated with each stage of our analysis during the development of the project.

Item	East Valley Feasibility Study (Clean Energy)	East Valley ICE (STV)	East Valley Reduced Scope
General Sitework	\$1,117,668	\$656,697	\$656,697
Engineering / Design	\$168,018	\$92,166	\$92,166
Equipment	\$922,972	\$1,550,141	\$1,550,141
Project Administration	\$86,248	\$195,415	\$195,415
<i>Base Scope Subtotal</i>	<i>\$2,294,906</i>	<i>\$2,494,419</i>	<i>\$2,494,419</i>
Demolition		\$98,921	\$98,921
Redundancy – See Note 1		\$1,757,973	\$1,075,945
Compressor Cost Difference		\$904,532	\$904,532
Emergency Power – See Note 2		\$1,082,807	\$1,182,807
Electrical Service		\$39,884	\$39,884
Gas Service		\$59,924	\$59,924
Maintenance		\$200,000	\$200,000
E.V. Compactor		\$17,403	\$17,403
<i>Difference Subtotal</i>	<i>\$0</i>	<i>\$4,161,444</i>	<i>\$3,579,416</i>

Item	East Valley Feasibility Study (Clean Energy)	East Valley ICE (STV)	East Valley Reduced Scope
East Valley Subtotal	\$2,294,906	\$6,655,863	\$6,073,835
Project Contingency (10%)	\$229,491	\$665,586	\$607,384
CAP (3.27%)	\$82,548	\$239,411	\$218,476
Total	\$2,606,945	\$7,560,860	\$6,899,695

Note 1: Redundancy was added to the system to protect Omnitrans' fueling facilities in the case one of the compressors was inoperable. At East Valley it equated to having four compressors in lieu of two compressors proposed by the Feasibility Study. The reduced scope changed this to three compressors and one "future" compressor.

Note 2: Reduced scope added cost to this project, but is projected to save \$400,000 on a separate project.

Item	West Valley Feasibility Study (Clean Energy)	West Valley ICE (STV)	West Valley Reduced Scope
General Sitework	\$893,809	\$56,501	\$56,501
Engineering / Design	\$122,400	\$92,166	\$92,166
Equipment	\$629,442	\$1,592,008	\$1,592,008
Project Administration	\$62,711	\$147,957	\$147,957
Base Scope Subtotal	\$1,708,362	\$1,888,632	\$1,888,632
Demolition		\$9,524	\$9,524
Redundancy – See Note 1		\$820,865	\$136,072
Compressor Cost Difference		\$611,638	\$611,638
Emergency Power		\$754,715	\$754,715
Electrical Service		\$45,771	\$45,771
Gas Service		\$9,171	\$9,171
Maintenance		\$150,000	\$150,000
W.V. Dispensers		\$97,828	\$97,828
W.V. Temporary		\$48,913	\$48,913
Difference Subtotal	\$0	\$2,548,425	\$1,863,632
West Valley Subtotal	\$1,708,362	\$4,437,057	\$3,752,264
Project Contingency (10%)	\$170,836	\$443,706	\$375,226
CAP (3.27%)	\$61,450	\$159,601	\$134,969
Total	\$1,940,648	\$5,040,364	\$4,262,459

Note 1: Redundancy was added to the system to protect Omnitrans' fueling facilities in the case one of the compressors was inoperable. At West Valley it equated to having three compressors in lieu of one compressor proposed by the Feasibility Study. The reduced scope changed this to two compressors and one "future" compressor.

FUNDING SOURCE

The cost associated with this procurement is budgeted in the capital budget as follows:

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-90-Z112	2014	Facility CNG Station	D1440317F	\$1,524,586
FTA	CA-90-Z231-00	2015	Facility Upgrade CNG	D1540316F	\$1,439,792
FTA	TBD	2016	Facility Upgrade CNG	TBD	\$1,338,493
CNG Tax Credit	N/A	2014	Capital Projects	N/A	\$3,835,425
TBD	TBD	2016	TBD	TBD	\$3,023,858
				TOTAL	\$11,162,154

_____ 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 maximize cost recovery while charging a fair fare; as well as Strategic Initiative #1 – Fuel Cost Reduction.

CONCLUSION

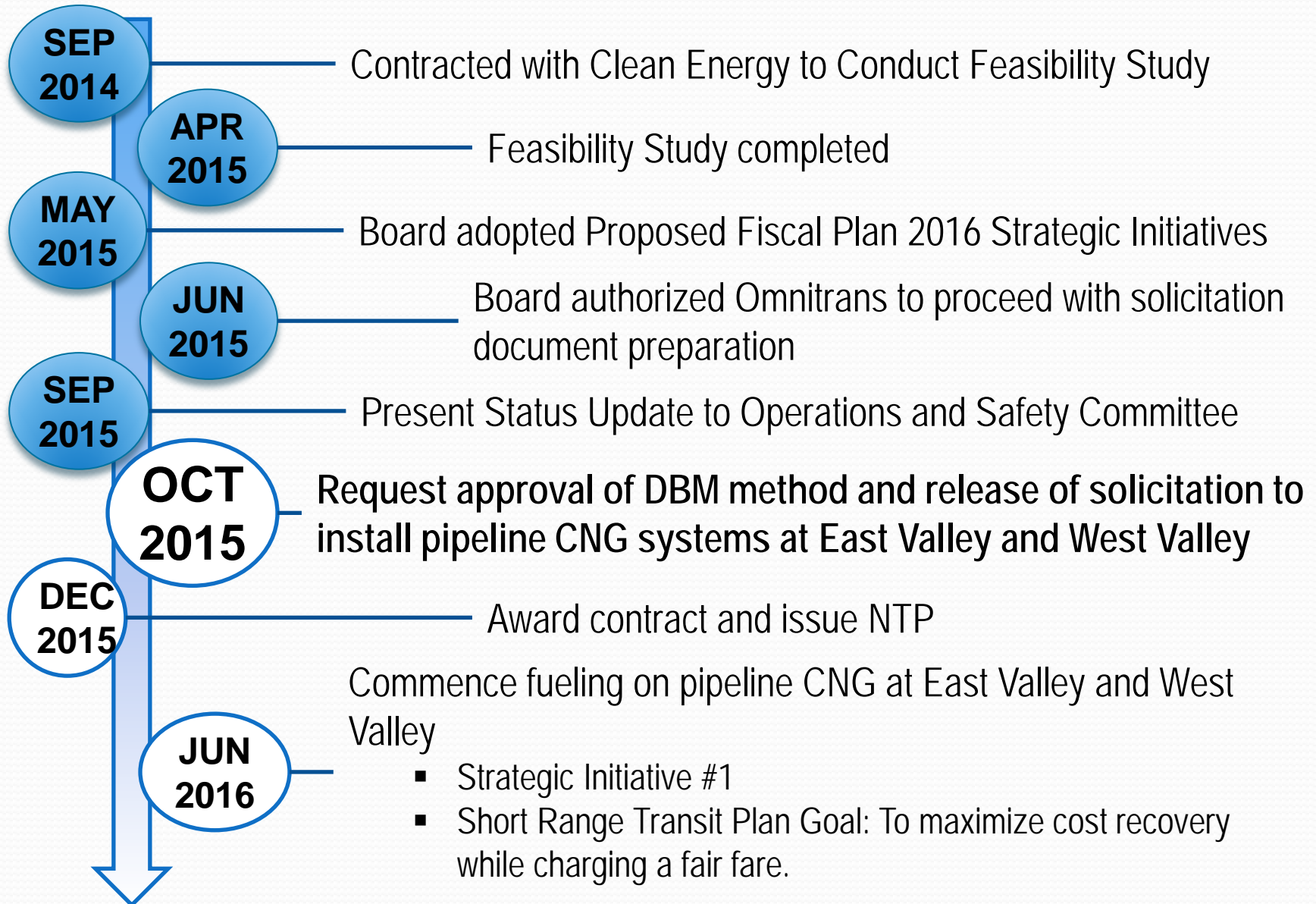
By proceeding with this solicitation, Omnitrans will be able to receive formal proposals from firms to design, build, and maintain the equipment and infrastructure required to commence pipeline natural gas fueling and remove the existing Liquid Natural Gas equipment at the East Valley and West Valley facilities.

PSG:JMS

**AUTHORIZE RELEASE – RFP-FIN16-53,
DESIGN-BUILD-MAINTAIN
COMPRESSED NATURAL GAS (CNG)
INFRASTRUCTURE AT EAST AND WEST
VALLEY VEHICLE FUELING FACILITIES**

Board of Directors Meeting
October 7, 2015

Timeline



Feasibility Study Results

Feasible to install pipeline CNG system at three facilities.

- No jurisdictional, operational, economical, or technical restrictions.

Potential annual fuel cost savings.

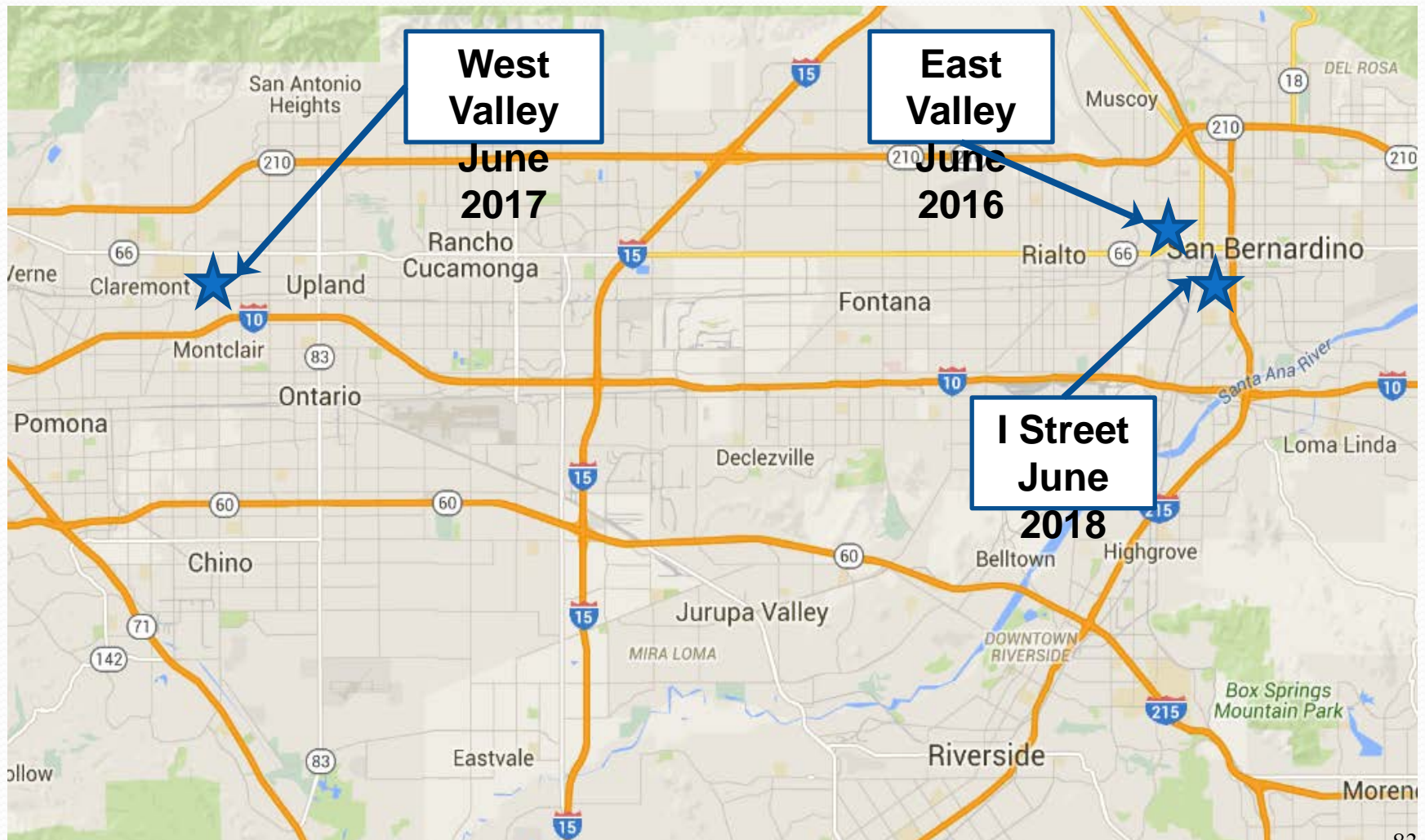
- East Valley \$ 760K
- West Valley \$ 460K
- I Street \$ 137K

Alleviate community's concern with Omnitrans' existing LNG fueling system.



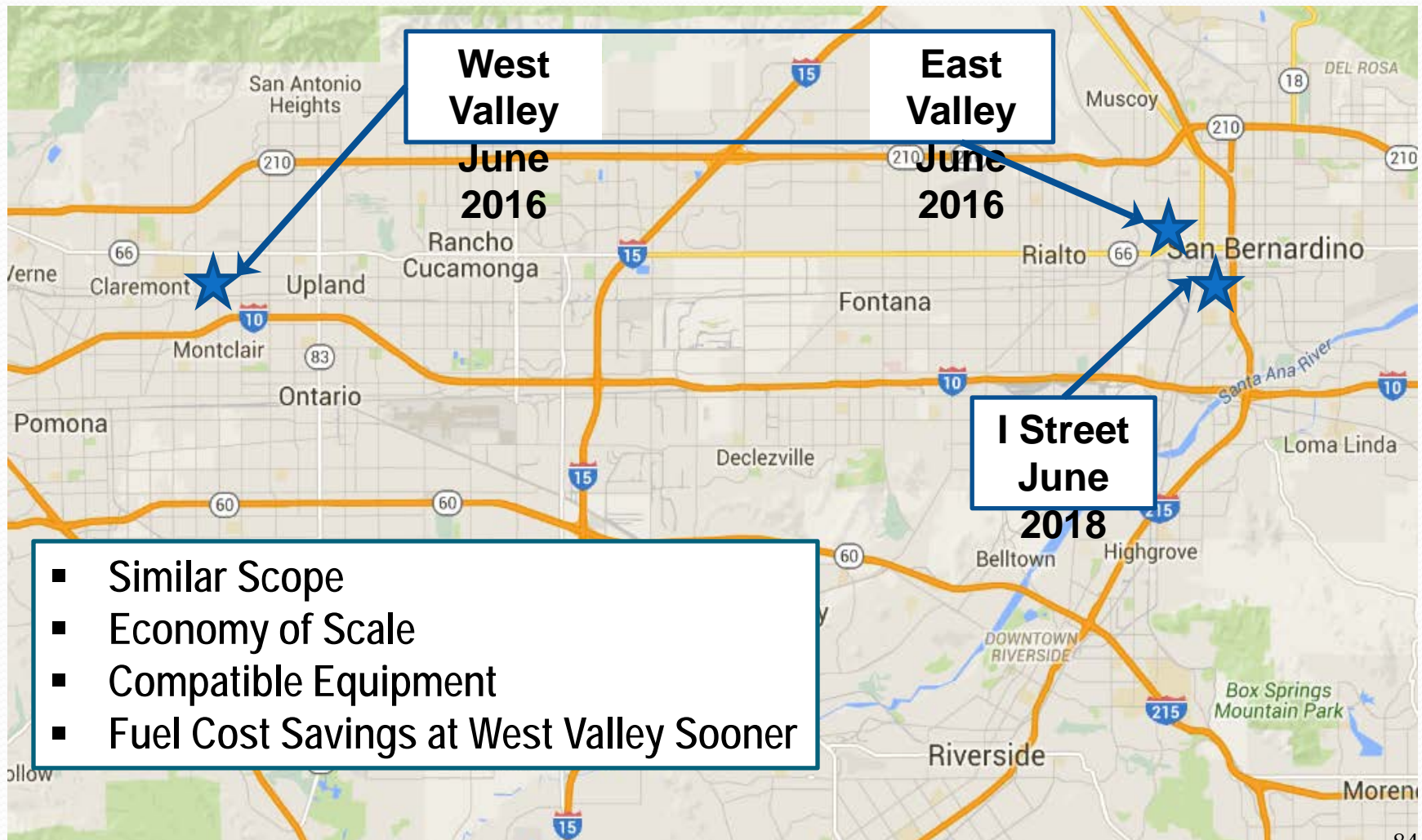
Plan

Initial Plan



Plan

Revised Plan



Project Costs

Feasibility Study

- East Valley \$2,294,906
- West Valley \$1,708,362
- Total \$4,003,268

Independent Cost Estimate

- East Valley \$6,655,863
- West Valley \$4,437,057
- Total \$11,092,920

Reduced Scope

- East Valley \$6,073,835
- West Valley \$3,752,264
- Total \$9,826,099



Cost Evaluation

Scope differences between Feasibility Study and Independent Cost Estimate

- Demolition/disposal of the existing LNG systems and restoration of area.
- Adequate redundancy at each facility.
- Emergency power for the system at each of the facilities.
- New electrical services for each of the facilities.
- New gas service into each site.
- 1-Year Maintenance of each system.
- Relocate trash compactor at East Valley.
- New dispensers at West Valley.
- Temporary services at West Valley as new system will be located in the footprint of existing LNG equipment.

Price difference between Feasibility Study and Independent Cost Estimate

- Compressors

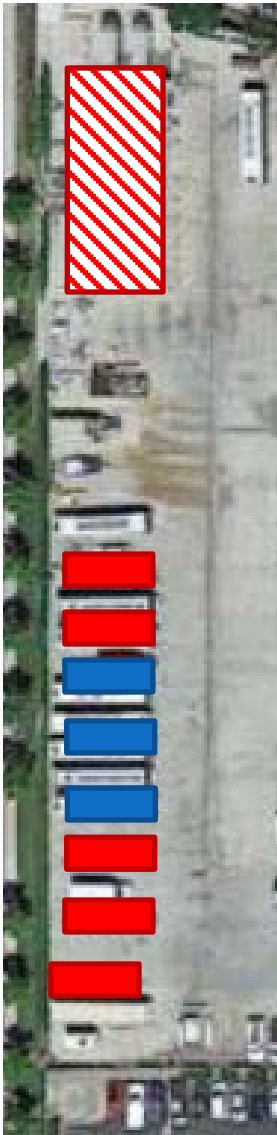
Scope of Work

EAST VALLEY



Scope of Work

EAST VALLEY



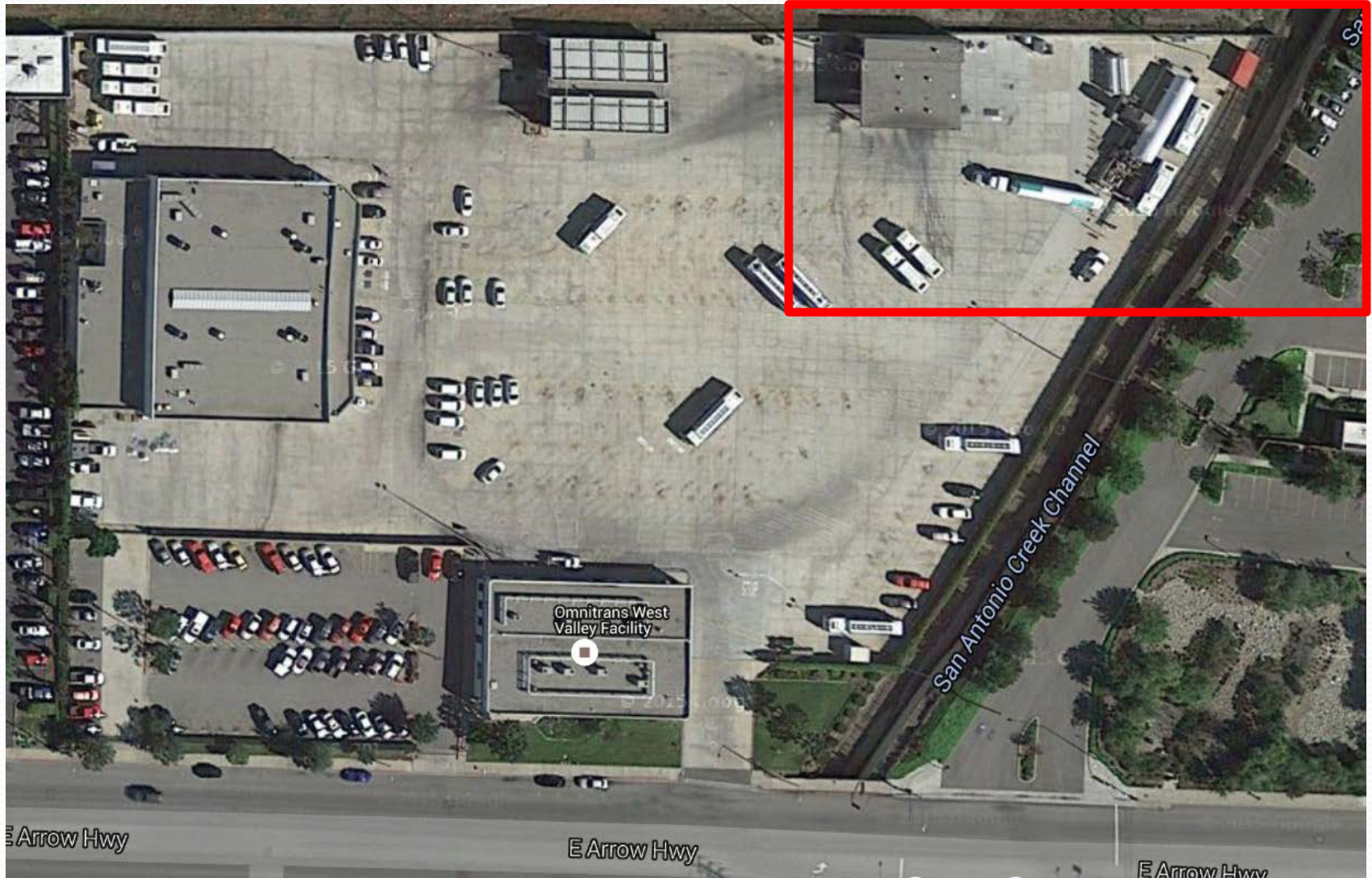
Base Scope:

- General Sitework
- Engineering/Design
- Equipment
 - 2 CNG Compressors
 - Dryer
 - Reuse majority of existing equipment

Scope Differences:

- Remove Existing LNG System and Restore Area
- Compressor Redundancy/Cost Difference
- Emergency Generator
- New Electrical Service
- New Gas Service
- Maintenance
- Relocate Existing Trash Compactor and Dumpster

Scope of Work



WEST VALLEY

Scope of Work

Base Scope:

- General Sitework
- Engineering/Design
- Equipment
 - 1 CNG Compressor
 - Dryer
 - Reuse majority of existing equipment

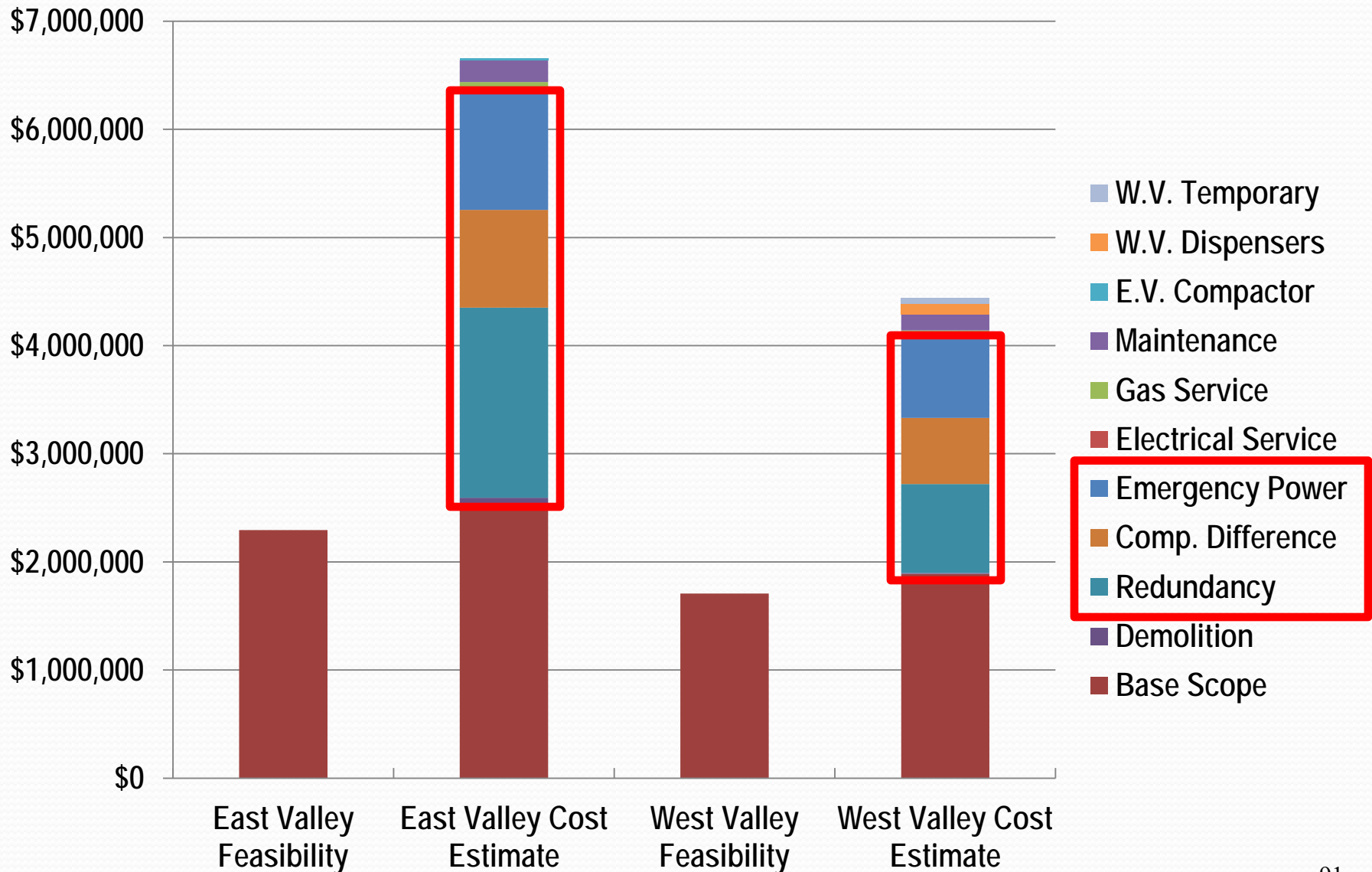
Scope Differences:

- Remove Existing LNG System and Restore Area
- Compressor Redundancy/Cost Difference
- Emergency Generator
- New Electrical Service
- New Gas Service
- Maintenance
- New Dispensers
- Temporary Fueling System



WEST VALLEY

Cost Comparison



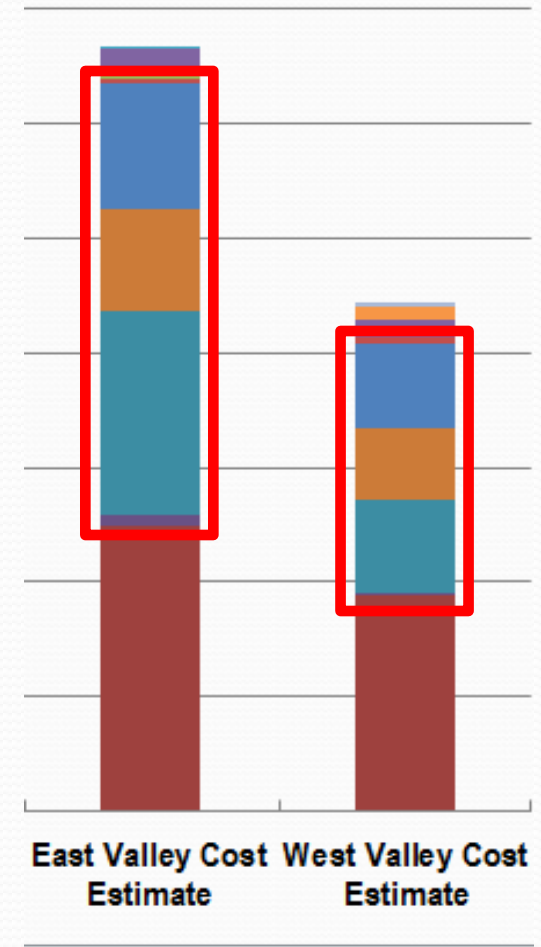
Scope and Cost Modifications

Three areas of significant cost difference

- Redundancy
- Compressor Equipment Costs
- Emergency Power

Modify scope to reduce project costs

- Reduce quantity of compressors at each site
 - East Valley: 4 to 3
 - West Valley: 3 to 2
 - Projected Savings: \$1,364,000
- Upgrade Emergency Generator at East Valley and relocate existing to another facility
 - Adds minor cost to this project, but saves on a different project.
 - Projected Savings: \$400,000 (on other project)



Cost Comparison – East Valley

Item	Feasibility (Clean Energy)	Cost Estimate (STV)	Reduced Scope
General Sitework	\$ 1,117,668	\$ 656,697	\$ 656,697
Engineering / Design	\$ 168,018	\$ 92,166	\$ 92,166
Equipment	\$ 922,972	\$ 1,550,141	\$ 1,550,141
Project Administration	\$ 86,248	\$ 195,415	\$ 195,415
Base Scope Subtotal	\$ 2,294,906	\$ 2,494,419	\$ 2,494,419
Demolition		\$ 98,921	\$ 98,921
Redundancy		\$ 1,757,973	\$ 1,075,945
Compressor Cost Difference		\$ 904,532	\$ 904,532
Emergency Power		\$ 1,082,807	\$ 1,182,807
Electrical Service		\$ 39,884	\$ 39,884
Gas Service		\$ 59,924	\$ 59,924
Maintenance		\$ 200,000	\$ 200,000
E.V. Compactor		\$ 17,403	\$ 17,403
Difference Subtotal	\$ 0	\$ 4,161,444	\$ 3,579,416
Project Contingency (10%)	\$ 229,491	\$ 665,586	\$ 607,384
CAP (3.27%)	\$ 82,548	\$ 239,411	\$ 218,476
Total	\$ 2,606,945	\$ 7,560,860	\$ 6,899,695⁹³

Cost Comparison – West Valley

Item	Feasibility (Clean Energy)	Cost Estimate (STV)	Reduced Scope
General Sitework	\$ 893,809	\$ 56,501	\$ 56,501
Engineering / Design	\$ 122,400	\$ 92,166	\$ 92,166
Equipment	\$ 629,442	\$ 1,592,008	\$ 1,592,008
Project Administration	\$ 62,711	\$ 147,957	\$ 147,957
Base Scope Subtotal	\$ 1,708,362	\$ 1,888,632	\$ 1,888,632
Demolition		\$ 9,524	\$ 9,524
Redundancy		\$ 820,865	\$ 136,072
Compressor Cost Difference		\$ 611,638	\$ 611,638
Emergency Power		\$ 754,715	\$ 754,715
Electrical Service		\$ 45,711	\$ 45,711
Gas Service		\$ 9,171	\$ 9,171
Maintenance		\$ 150,000	\$ 150,000
W.V. Dispensers		\$ 97,828	\$ 97,828
W.V. Temporary Fueling		\$ 48,913	\$ 48,913
Difference Subtotal	\$ 0	\$ 2,548,425	\$ 1,863,632
Project Contingency (10%)	\$ 170,836	\$ 443,706	\$ 375,226
CAP (3.27%)	\$ 61,450	\$ 159,601	\$ 134,969
Total	\$ 1,940,648	\$ 5,040,364	\$ 4,262,459⁴

Project Benefits

Achieve Strategic Initiative #1 Goals

- Solicitation: October 2015
- Award: December 2015
- Compressor Delivery: May 2016

Alleviate community's concern

- Removal of LNG tanks part of scope of work

Commence fuel cost savings

- East Valley as projected
- West Valley one year earlier than initially projected



Status

Motion Request

- Approve use of Design-Build-Maintain method
 - Increase competition, expedite the timeliness of the project, achieve cost savings, and increase the quality of the system
- Authorize release of solicitation

Currently identifying final component of funding to install systems at both East Valley and West Valley simultaneously

- Needed funds
 - East Valley \$ 6,073,835
 - West Valley \$ 3,752,264
 - Subtotal \$ 9,826,099
 - Project Contingency 10% \$ 982,610
 - CAP 3.27% \$ 353,445
 - Total \$ 11,162,154



Questions ?