



**BOARD OF DIRECTORS MEETING
WEDNESDAY, MAY 7, 2014 – 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 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, June 4, 2014, at 8:00 a.m.
OmniTrans Metro Facility Board Room
2. Presentation of The BRT Standard 2014 Award - Scott Rutherford, BRT Standard Technical Committee
3. Presentation: Employee of the Quarter

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.

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 #E18, Action on Consent Calendar.

- | | |
|---|----|
| 1. Approve Board Minutes – April 9, 2014 | 7 |
| 2. Receive and File Executive Committee Minutes – March 7, 2014 | 12 |
| 3. Receive and File Administrative and Finance Committee Minutes – March 13, 2014 | 15 |



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E. CONSENT CALENDAR CONTINUED	
4. Receive and File Plans and Programs Committee Minutes –February 26, 2014	19
5. Receive and File Agency Management Report – March 2014	26
6. Receive and File Affirmative Action Status Report as of April 16, 2014	35
7. Receive and File Construction Progress Report No. 27 through March 19, 2014 – sbX E Street Corridor BRT Project	36
8. Receive and File sbX E Street Corridor BRT Project Quarterly Report through March 2014.	49
9. Receive and File Director of Finance Quarterly Report – Forward Fuel Purchases through April 2014	51
10. Receive and File Key Performance Indicators – Fiscal Year 2014, 3 rd Quarter Report	55
11. Authorize CEO/General Manager to Execute Funding Agreement between Valley Transportation Services (VTrans) and Omnitrans – Taxi Voucher Program	60
12. Authorize CEO/General Manager to Execute Funding Agreement between Valley Transportation Services (VTrans) and Omnitrans – Travel Reimbursement Escort Program (TREP)	70
13. Authorize CEO/General Manager to Execute Funding Agreement between Pomona Valley Workshop and Omnitrans – Transportation Program	80
14. Approve Recommendation, Forward Fuel Purchase Program for Fiscal Year 2015	96
15. Adopt Resolution No. 273-14, Authorizing the Filing of Transportation Development Act, Article 4, Reimbursement Claim to San Bernardino Associated Governments	102
16. Adopt Resolution No. 274-14, Authorizing the Fiscal Year 2015 Applications with Federal State and Local Funding Sources for Federal Transportation Assistance	103
17. Press Articles and Letters of Interest to the Board	105
18. 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	149
2. Adopt OmniConnects Fiscal Year 2015-2020 Short Range Transit Plan, Fiscal Year 2015 Service Element and the American Public Transportation Association’s Sustainability Commitment	153
3. Adopt Revisions to Personnel Policy #402 – Salary Ranges, Management Confidential Classifications for Non-Represented Employees	185
4. Adopt Fiscal Year 2014-2015 Annual Budget	295
5. Authorize Award (Bench), Contract MNT14-69 (A-H), Bus Parts/Rebuild Services	327
6. Authorize Award, Contract MNT14-87, Parking Lot Sweeping	330
7. Authorize Award, Contract OPS14-178, Diesel and Unleaded Fuels	388
8. Authorize Award, Contract MKT14-120, Advertising and Design Services	420



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F. DISCUSSION ITEMS CONTINUED

- | | |
|---|-----|
| 9. Authorize Award, Contract MKT14-164, Fare Media Printing | 447 |
| 10. Authorize Release, Request for Proposals RFP-HR14-156, Employee Recognition Awards | 473 |
| 11. Authorize Release, Invitation for Bids IFB-MNT14-232, Facilities Maintenance Bucket Truck | 475 |

G. PUBLIC HEARINGS

There is no Public Hearing scheduled.

H. BOARD BUSINESS

There is no Closed Session scheduled.

I. REMARKS AND ANNOUNCEMENTS

J. ADJOURNMENT

ITEM # D1

DATE: May 7, 2014

TO: Board Chair Alan Wapner 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 May 7, 2014.

Item	Contract	Principals & Agents	Subcontractors
F5	Authorize Award (Bench) Contract MNT14-69 (A-H) Bus Parts/Rebuild Services	<p><i>Hydraulic Electronic Component, Inc.</i> Santee, CA John W. Eckard, CEO</p> <p><i>American Moving Parts</i> Los Angeles, CA Ernie Cisneros, Vice President Sales</p> <p><i>Janek Corporation</i> Tuckerton, NJ Chris Apge, Vice President</p> <p><i>Neopart, LLC</i> Honey Brook, PA P. Gendall, President</p> <p><i>Fleetpride Corporation</i> Mira Loma, CA George Boulden, Branch Manager</p> <p><i>Complete Coach Works</i> Riverside, CA Macy Neshati, Vice President</p>	N/A

Item	Contract	Principals & Agents	Subcontractors
F5 (cont.)	Authorize Award (Bench) Contract MNT14-69 (A-H) Bus Parts/Rebuild Services	<i>Kirks Automotive, Inc. Detroit, MI Robert Kirkman, President</i> <i>Harbor Diesel and Equipment, Inc. Long Beach, CA 90813 Rick Nottage, Manager – Transmission Shop</i>	
F6	Authorize Award Contract MNT14-87 Parking Lot Sweeping	<i>Super Sweepers, Inc. Rancho Cucamonga, CA Timothy Morrison, President</i>	N/A
F7	Authorize Award Contract OPS14-178 Diesel and Unleaded Fuels	<i>Pinnacle Petroleum, Inc. Huntington Beach, CA Liz McKinley, President</i>	<i>First Fuel Newport Beach, CA</i> <i>Goodspeed and Sons Hesperia, CA</i>
F8	Authorize Award Contract MKT14-120 Advertising and Design Services	<i>Industrial Strength Advertising & Design Calabasas, CA Alex Couchman Owner/Principal</i>	<i>Incept Reno, NV</i> <i>Josh Burns Sparks, NV</i>
F9	Authorize Award Contract MKT14-164 Fare Media Printing	<i>Magnadata USA, Inc Toms River, NJ Joe Bonanno, Vice President</i>	N/A

PSG/JS

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 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 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 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 APRIL 9, 2014**

A. CALL TO ORDER

Chair Alan Wapner called the regular meeting of the Omnitrans Board of Directors to order at 8:02 a.m., Wednesday, April 9, 2014, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

1. Invocation
2. Pledge of Allegiance

BOARD MEMBERS PRESENT

Mayor Pro Tem Alan Wapner, City of Ontario – Chair
Council Member Bill Alexander, City of Rancho Cucamonga - Alternate
Mayor Carey Davis, City of San Bernardino
Mayor Paul Eaton, City of Montclair
Mayor Pro Tem Paul Foster, City of Redlands
Council Member Frank Gonzales, City of Colton
Supervisor Josie Gonzales, County of San Bernardino
Mayor Ed Graham, City of Chino Hills
Council Member Penny Lilburn, City of Highland
Mayor Ray Musser, City of Upland
Supervisor Gary Ovitt, County of San Bernardino
Council Member Ed Palmer, City of Rialto
Supervisor James Ramos, County of San Bernardino
Council Member Dick Riddell, City of Yucaipa
Mayor Pro Tem John Roberts, City of Fontana
Supervisor Janice Rutherford, County of San Bernardino
Mayor Walt Stanckiewicz, City of Grand Terrace
Mayor Dennis Yates, City of Chino

BOARD MEMBERS NOT PRESENT

Council Member Ron Dailey, City of Loma Linda
Supervisor Robert Lovingood, County of San Bernardino
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga – Vice Chair

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

Scott Graham, CEO/General Manager
Diane Caldera, Interim Director of Operations
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources
Sam Gibbs, Director of Internal Audit Services
Jacob Harms, Director of Information Technology
Don Walker, Director of Finance
Wendy Williams, Director of Marketing
Anna Rahtz, Acting Director of Planning
Alesia Atkinson, Contract Administrator
Jeremiah Bryant, Service Planning & Scheduling Manager
Joanne Cook, Contract Administrator
Mark Crosby, Loss Prevention Supervisor
Vicki Dennett, Assistant to CEO/General Manager
James Deskus, IPMO Project Analyst
Ross Hrinko, Safety & Regulatory Compliance Specialist
Seung Lee, Safety & Regulatory Compliance Specialist
Ray Maldonado, Employee Relations Manager
Maurice Mansion, Treasury Manager
Eugenia Pinheiro, Contracts Manager
Andres Ramirez, Construction Manager
Oscar Tostado, Maintenance Manager
Krystal Turner, Contract Review Analyst

OTHER

Carol Greene, Legal Counsel

B. ANNOUNCEMENTS/PRESENTATIONS

Chair Wapner announced the next regular meeting is scheduled Wednesday, May 7, 2014, at 8:00 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

William Jenkins, requested that the loop and bus stops past Cal State not be removed and stated that the drivers are not kneeling the bus when requested by passengers. He also stated his concerns about the fare increase.

Member J. Gonzales arrived at 8:07 a.m., Member Ramos arrived at 8:09 a.m.

Paul Belinski stated that Omnitrans should retrain drivers on tying down wheelchairs as his wheelchair was damaged and that he does not like the proposed change to Route 5.

John Anaya Sr., representing Rolling Start Inc., requested Omnitrans bring back the ADA coach operator training day to give wheelchair passengers and operators an opportunity to

meet and learn the proper procedures for wheelchair tie-downs. He also requested that Omnitrans take into consideration how the bus fare increase will impact the community.

Member F. Gonzales arrived at 8:14 a.m.

Fran Givens, representing Redlands seniors and ADA riders, requested that the sidewalk at Barton Road and Terracina in Redlands be redesigned as the dramatic drop off at the end of the sidewalk makes it difficult for ADA riders to board/exit the bus safely at this location.

The following individuals spoke on behalf of themselves, the neighborhood and the Center for Community Action and Environmental Justice (CCA EJ): Ericka Flores, Maria Birrueta, Veronica Alvarado, Jean Kayano, Maria Fabian, Susana Negrete, Teresa Flores, Valerie Dobesh, Jenny Ceron, Denna Lopez, Sylvia Betancourt, Maria Hernandez, Javier Rodriguez, and Penny Newman. All expressed concern about the Liquefied Natural Gas (tanks) at the San Bernardino facility and stressed that the tanks should be moved. Many stated they were not in support of the Operations and Safety's committee recommendation to hire a consultant to address the safety risks of the tanks and would not work with the consultant unless the consultant was to address where the station can be moved, how much it will cost, and where the money will come from to relocate it.

Members Palmer and Ramos, also members of the Operations and Safety Committee, stated it was their belief that the Committee's recommendation also included looking at the feasibility of moving the tanks, along with the safety risks associated with them. CEO/General Manager Graham stated that the draft scope is broad and consideration of relocating the tanks can be added to the scope. Board Chair Wapner confirmed that the CEO/General Manager has the authority to include this as a task in the scope.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflicts of Interest identified.

E. CONSENT CALENDAR

1. Approve Board Minutes – March 5, 2014
2. Receive and File Executive Committee Minutes – February 7, 2014
3. Receive and File Administrative and Finance Committee Minutes – February 10, 2014
4. Receive and File Plans and Programs Committee Minutes – January 22, 2014
5. Receive and File Operations and Safety Committee Minutes – January 23, 2014
6. Receive and File Agency Management Report – February 2014
7. Receive and File Construction Progress Report No. 26 through February 20, 2014 – sbX E Street Corridor BRT Project
8. Authorize CEO/General Manager to Execute Funding Agreement between Central City Lutheran Mission and Omnitrans
9. Authorize CEO/General Manager to Execute Funding Agreement between Victor Valley Transit Authority and Omnitrans
10. Approve Amendment to Board Stipend Policy

11. Adopt Risk Policy for Incurred But Not Reported (IBNR) Workers' Compensation and Liability Claims
12. Authorize Award, Sole Source, Contract ITS14-225, Kronos/ImmixTechnology – Maintenance Agreement
13. Adopt Resolution No. 272-14, Authorizing CEO/General Manager to Execute and File Application and Requests for Reimbursement for Governor's Office of Homeland Security Fiscal Year 2014 California Transit Security Grant Program Funding
14. Press Articles and Letters of Interest to the Board

M/S (Yates/Eaton) that approved the Consent Calendar. Board Member Rutherford objected to Item No. 10, Approve Amendment to Board Stipend Policy. Motion was unanimous by remaining Members present.

F. DISCUSSION ITEMS

- 1) CEO/General Manager's Report

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

- 2) sbX Promotion Preview – Presentation

Director of Marketing Wendy Williams provided a brief update of the ongoing sbX safety campaign, as well as the advertising being produced for release prior to the first day of service, scheduled April 28, 2014. Advertising includes print advertising, brochures, direct mail, door hangers, online advertising, all in English and Spanish, as well as cable television and radio advertising. A rough edit of a television spot was presented.

- 3) Authorize Award (Bench), Contract MNT14-24 (A-C), Towing Services

M/S (Yates/Musser) that authorized the CEO/General Manager to award Contract MNT14-24A to Statewide Towing & Recovery, Inc., of Riverside, CA; Contract MNT13-24B to Bill and Wag's Towing, Inc., of Ontario, CA; and Contract MNT13-24C to Dietz Towing, Inc., of Ontario, CA, for the provision of towing services for an initial two year period beginning April 9, 2014 and ending no later than May 31, 2016, and the authority to exercise three (3) single option years to extend the contracts to no later than May 31, 2019 in an aggregate amount of \$66,000 for the initial base period and \$33,000 for each of the two option years, totaling \$99,000 for a total aggregate amount of \$165,000, plus a 10% contingency of contingency of \$16,500, for a total not-to-exceed amount of \$181,500, should all option years be exercised. Motion was unanimous by Members present.

- 4) Authorize Release, Invitation for Bids IFB-MNT14-177, Miscellaneous Bus Parts

M/S (Eaton/Roberts) that authorized the CEO/General Manager to release Invitation for Bids IFB-MNT14-177, for the provision of Miscellaneous Bus Parts for a two (2) year

base period, and three (3) single option years beginning June 12, 2014, and ending no later than June 11, 2019. Motion was unanimous by Members present.

- 5) Authorize Release, Request for Proposals RFP-MNT14-222, Hazardous Waste Treatment, Transportation and Disposal Services

M/S (Yates/Alexander) that authorized the CEO/General Manager to release Request for Proposals RFP-MNT14-222 for the provision of Hazardous Waste Treatment, Transportation, and Disposal Services for a three year base period with two single option years beginning July 1, 2014, and ending no later than June 30, 2019.

G. PUBLIC HEARINGS

There were no Public Hearings scheduled.

H. BOARD BUSINESS

The Board adjourned to Closed Session at 9:18 a.m.

1. Conference with Labor Negotiator, P. Scott Graham, concerning labor negotiations with Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6

The Board reconvened to Open Session at 9:45 a.m.

Board Chair Wapner announced that there was no reportable action taken in Closed Session.

I. REMARKS AND ANNOUNCEMENTS

Member J. Gonzales requested that the audio system in the Board Room be improved and that Omnitrans make accommodations to have a good translator available for the next Board Meeting.

J. ADJOURNMENT

The Board adjourned at 9:46 a.m. The next regular meeting is scheduled May 7, 2014, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Lourdes Sandoval, Administrative Secretary

ITEM # E2

**EXECUTIVE COMMITTEE MEETING
MINUTES
MARCH 7, 2014**

A. CALL TO ORDER

The Executive Committee meeting was called to order by Chair Alan Wapner at 9:17 a.m., Friday, March 7, 2014.

COMMITTEE MEMBERS ATTENDING

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

OMNITRANS STAFF ATTENDING

P. Scott Graham, CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Committee Meeting: Friday, March 7, 2014, 8:00 a.m. – Note Time Change
Omnitrans Metro Facility

Chair Wapner welcomed newly appointed Committee Chair of the Administrative and Finance Committee to the Executive Committee.

C. COMMUNICATIONS FROM THE PUBLIC

There were no communications from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflict of Interest Issues.

E. DISCUSSION ITEMS

1. Approve Executive Committee Minutes – February 7, 2014

M/S (Spagnolo/Riddell) that approved the Executive Committee Minutes of February 7, 2014. Member Graham abstained. Motion unanimous by remaining members present.

2. Explore Options for Future Governance Structure – Fiscal Year 2014 Management Plan, Goal #12

CEO/General Manager Graham reported that the Fiscal Year 2014 Management Plan, Goal #12, is to explore options for the future governance structure of Omnitrans and that, this issue was initially going to be addressed during the development of the Short Range Transit Plan; however as the Short Range Transit Plan is on a short timeline and the governance issue will require in-depth research and discussion, it will be addressed separately. About one year ago the Planning Department presented former legal counsel, Best Best and Krieger with four questions for consideration: 1.) What are the strengths and weaknesses of the existing Joint Powers Authority Structure?; 2) What alternative structures are possible?; 3) What funding sources are available for each alternative?; and 4) What are the next steps for Omnitrans to take regarding governance? Best Best and Krieger presented an Attorney-Client Privileged brief to Planning in July 2013 that addressed these questions.

The issue of governance was first addressed by the Board back in 2008, when the then CEO/General Manager attempted to have Omnitrans become a transit district and reduce the number of members on the Board of Directors. The attempt was met with mixed results by the Board Members and failed.

Board Chair Wapner said this issue more recently came to the forefront because of the relationship that had developed between Omnitrans and SANBAG and the fact that SANBAG's funding sources are dissipating and have to be split with other transit properties, such as Metrolink. Chair Wapner believes it is important to begin looking at options to secure a dedicated revenue source and suggested that Omnitrans contact the American Public Transportation Association (APTA) or the Federal Transit Research group as they probably have already conducted the research and have best practices for Omnitrans to consider.

The alternatives provided in the brief from Best Best & Krieger included the merging of Omnitrans with SANBAG or other transit agency, or the creation of a new transit district, while still maintaining the same representation on the Board of Directors.

The CEO/General Manager expressed his belief that if Omnitrans received approval for the sale of the Mid-Valley property and those funds were invested in transportation improvements with the JPA member cities, an important public benefit could be gained by offering a more progressive public transportation system with improved travel times, enhanced safety and security features, and upgraded customer amenities. If such an effort was made, the return on investment could very well result in the public's support for a future initiative to place a sales tax measure on the ballot to support operating costs required for the capital investment if governance changes. In 2012, despite concerns over the economy, 46 out of 58 pro-transit measures have passed at a rate of 79.3 percent.

SANBAG is supportive of Omnitrans developing an independent funding source, but it is not known whether this would impact the funding already received from SANBAG; this issue still needs to be explored further with the new legal counsel.

The Committee discussed the importance of Omnitrans examining dedicated funding source options and agreed that this matter should be reviewed in depth by an Ad-hoc Committee to be appointed by the Board Chair. The Committee also agreed that the Ad-hoc Committee should be comprised of two members from the west end of the service area and two from the east end, plus one County Supervisor. Further, it was suggested that the CEO/General Manager may want to consider bringing a City Manager or other transit agencies to contribute to the discussion.

Once the Ad-hoc Committee is appointed, available information, including any information available from APTA, will be provided for the Committee's review and comment, which will be provided to legal counsel for consideration.

F. BOARD BUSINESS

There was no Closed Session.

G. REMARKS AND ANNOUNCEMENTS

H. ADJOURNMENT

The Executive Committee adjourned at 10:00 a.m. The next Executive Committee Meeting is scheduled Friday, April 4, 2014, at 8:00 a.m., with location posted on the Omnitrans website and at the Omnitrans San Bernardino Metro Facility.

Prepared by:

Vicki Dennett, Assistant to CEO/General Manager

ITEM # E3

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES OF MARCH 13, 2014**

A. CALL TO ORDER

The Administrative & Finance Committee meeting was called to order by Committee Chair Ed Graham at 8:00 a.m., Thursday, March 13, 2014.

Committee Members Present

Mayor Ed Graham, City of Chino Hills – Committee Chair
Mayor Carey Davis, City of San Bernardino
Council Member Frank Gonzales, City of Colton
Mayor Ray Musser, City of Upland
Mayor Pro Tem John Roberts, City of Fontana
Mayor Walt Stanckiewicz, City of Grand Terrace
Mayor Pro Tem Alan Wapner, City of Ontario

Committee Members Not Present

Mayor Paul Eaton, City of Montclair

OmniTrans Administrative Staff Present

Diane Caldera, Director of Operations
Marge Ewing, Director of Human Resources
Sam Gibbs, Director of Internal Audit Services
Anna Rahtz, Acting Director of Planning & Development Services
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Wendy Williams, Director of Marketing
Andres Ramirez, sbX Construction Manager
Jim Deskus, sbX Project Analyst
Maurice Mansion, Treasury Manager
Oscar Tostado, Maintenance Manager
Mark Crosby, Loss Prevention and Security Supervisor

B. ANNOUNCEMENTS/PRESENTATIONS

The next Committee Meeting is scheduled Thursday, April 17, 2014, at 8:00 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

There were no comments from the public.

D. POSSIBLE CONFLICTS OF INTEREST ISSUES

There were no conflicts of interest issues identified.

E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – February 10, 2014

M/S (Stanckiewicz/Roberts) that approved the Committee Minutes of February 10, 2014. Members Wapner and Davis abstained. Motion was unanimous by remaining Members present.

2. Receive & File Forward Fuel Purchase Program Update for March 2014

Director of Finance Donald Walker presented the Forward Fuel Purchase Update, reporting that the gain on the hedge position for March is \$18,825, the total gain on settled hedge positions for the period of February 2012 through March 2014 is \$24,805, and the unrecognized gain for the positions that remain open for the remaining contract period of April 2014 through June 2014 is \$46,000.

Mr. Walker stated that Omnitrans would bring forth a recommendation for the Committee's consideration to extend or terminate the program in June and that a recent conversation with Morgan Stanley, the Agency's broker for the fuel hedge program, estimated the cost would be 40 cents per gallon, compared to the current cost is 27 cents per gallon. This increase would result in an additional cost of \$216,000 per year.

The Committee requested that Omnitrans not wait until June to bring forward a recommendation and to bring back parameters for consideration at the next Committee meeting.

This item was received and filed.

3. Receive & Forward to Board of Directors, Construction Progress Report No. 26 through February 20, 2014 – sbX E Street Corridor BRT Project

sbX Construction Manager Ramirez provided the update on the progress of the sbX Corridor and the Vehicle Maintenance Facility (VMF). The VMF is 42 percent complete, with completion projected for September 2014. Potentially contaminated soil was found which halted excavation work for a short time; fortunately soil testing found no contamination and work is scheduled to resume March 17. The sbX corridor is 99

percent complete, with a negotiated final completion date of March 31, 2014. The project remains within the projected budget of \$191.7M, with \$151M expended to date, and a \$191.1M estimated cost at completion. Lost time remains at zero, with nearly 400,000 combined hours logged.

The main focus in the last month has been signal priority testing and Level 2, 3 and 4 readiness testing. The contractor is working on repairing items on the punch list, which includes minor repairs such as cracks and chips in sidewalks, rust on columns at the stations, and several ADA (Americans With Disabilities Act) accessibility-related issues such as the slopes not at the correct grade or inches of concrete on the sidewalk are missing for clearance. Most of the issues are being addressed by the contractor, with a few in dispute as to who is responsible for corrective action.

The Committee was notified about the additional pavement work required on E Street between 10th Street and Highland that was not included in the original bid documents when the contract was awarded. Omnitrans worked closely with the City of San Bernardino to develop a Rough Order of Magnitude cost estimate and conceptual scope work for the additional work on E Street. This information was presented to the Federal Transit Administration (FTA) and the Project Management Oversight Consultant (PMOC) seeking permission to use available project funding this additional roadwork. If approval is received from the FTA, CEO/General Manager Graham said the approval of this expenditure will be presented to the Board of Directors for approval in the near future.

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

4. Recommend to Board of Directors, Adoption of Risk Policy for Incurred But Not Reported (IBNR) Workers' Compensation and Liability Claims

Director of Finance Donald Walker reported that the adoption of a risk policy for Incurred But Not Reported Workers' Compensation and Liability Claims was recommended by the financial auditors Vavrinek Trine Day & Company during the FY 2013 annual audit. At the end of each fiscal year, an actuarial study is conducted to determine the costs of outstanding claims in excess of the workers' compensation limit of \$1M per occurrence and liability limit of \$50,000 per occurrence. The actuarial study provides a range of recommended confidence levels (50% to 95%) for which Omnitrans to choose to book on the financial statements, as required by the Governmental Accounting Standards Board (GASB) No. 10. In prior years, surplus revenue was sufficient to record the outstanding claims at a high confidence level. For example, Fiscal Year 2013 was recorded at an 80% confidence level, which required a \$13.1M reserve. However, with a projected operating deficit of \$12.1M from 2015-2020, Omnitrans does not have the revenue to continue to record IBNR claims at that level moving forward. The recommended policy gives the CEO/General Manager the authority to set the confidence level and to book the IBNR at the Expected Confidence Level of 50%, which is the minimum required by GASB. This means that instead of requiring a \$13.1M claims reserve for Fiscal Year 2013, Omnitrans would only be required to book a \$10.3M reserve to cover outstanding claims.

Mayor Ray Musser arrived at 8:17 a.m., and Council Member Frank Gonzales arrived at 8:18 a.m.

Committee Chair Graham directed that the background of the memo be simplified and moved forward to the Board of Directors for adoption.

5. Recommend to Board of Directors, Amend Board Stipend Policy

CEO/General Manager Graham discussed the current Board adopted policy whereby Board Members are paid a stipend for up to four Board/Policy Committee meetings per month. As the number of standing policy committees has increased and several Board Members sit on more than one committee, an instance recently occurred where a Board Member attended five Board/Policy Committees meetings in one month, but was only paid the stipend for four meetings in accordance with the policy. With support of the Board Chair, staff is recommending that the Board Chair be authorized to approve payment to Board Members, on a case by case basis, should the four meeting cap be exceeded.

Upon discussion by the Committee Members, the following motion was carried forward:

M/S (Roberts/Musser) to recommend to Board of Directors, amendment of the Board Stipend Policy to remove the four meeting per month cap. Member Davis abstained. Motion was unanimous by remaining Members present.

F. REMARKS AND ANNOUNCEMENTS

CEO/General Manager announced that the sbX Completion Ceremony is scheduled for April 22, with revenue service scheduled to begin April 28.

G. ADJOURNMENT

The Administrative & Finance Committee meeting adjourned at 8:27 a.m. The next Administrative & Finance Committee Meeting is scheduled Thursday, April 17, 2014, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Vicki Dennett, Assistant to CEO/General Manager

ITEM # E4

**PLANS AND PROGRAMS COMMITTEE
MINUTES
FEBRUARY 26, 2014**

A. CALL TO ORDER

The Plans & Programs Committee Meeting was called to order by Committee Chair Penny Lilburn at 2:37 p.m., Wednesday, February 26, 2014.

Committee Members Present

Council Member Penny Lilburn, City of Highland – Committee Chair
Council Member Ron Dailey, City of Loma Linda
Council Member Dick Riddell, City of Yucaipa
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga

Committee Members Not Present

Mayor Pro Tem Paul Foster, City of Redlands
Supervisor Janice Rutherford, County of San Bernardino
Mayor Pro Tem Alan Wapner, City of Ontario
Mayor Dennis Yates, City of Chino

OmniTrans Administrative Staff Present

Scott Graham, CEO/General Manager
Samuel Gibbs, Director of Internal Audit
Jacob Harms, Director of Information Technology
Anna Rahtz, Acting Director of Planning
Jennifer Sims, Director of Procurement
Jeremiah Bryant, Service Planning & Scheduling Manager
Maurice Mansion, Treasury Manager
Nicole Ramos, Community Outreach Specialist
Brenda Ramirez, Planner II
Scott Begg, Planner I

B. ANNOUNCEMENTS/PRESENTATIONS

There were no announcements.

C. COMMUNICATION FROM THE PUBLIC

There were no comments from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no conflicts of interest identified.

E. DISCUSSION ITEMS

1. Approve Plans & Programs Committee Minutes – January 22, 2014

M/S (Riddell/Dailey) that approved the minutes of January 22, 2014. Motion was unanimous by Members present.

2. Funding Agreement between Victor Valley Transit Authority and Omnitrans

Planner II Brenda Ramirez explained that the Victor Valley Transit Authority (VVTA) was awarded Section 5316 Job Access Reverse Commute (JARC) funds and Section 5317 New Freedom funds through SANBAG's 2013 Call for Projects. The funds will be used to increase service from three to five days for a total of 25 trips per week on VVTA's BV-Link/SB-Lifeline commuter service that operates between the cities of Victorville and Barstow, the National Training Center at Fort Irwin, San Bernardino and Fontana. As the federal grant recipient, Omnitrans will receive \$9,310 for administrative costs and grant oversight of these pass-through funds.

M/S (Spagnolo/Dailey) to recommend to the Board of Directors, authorization for the CEO/General Manager to execute the funding agreement between Omnitrans and Victor Valley Transit Authority for \$232,761 of Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) federal funds awarded through SANBAG's 2013 Call for Projects. Motion was unanimous by Members present.

3. Funding Agreement between Central City Lutheran Mission and Omnitrans

Just like VVTA, Planner II Ramirez reported that Central City Lutheran Mission (CCLM) was also awarded Section 5316 JARC funds and Section 5317 NF federal funds through SANBAG's 2013 Call for Projects. CCLM will use these funds to continue to provide transportation for medical and social service appointments for clients living with HIV/AIDs. This is the second funding agreement with CCLM of Federal Transit Administration (FTA) pass-through funds for this purpose. As the FTA grant recipient, Omnitrans will receive \$6,118 for administrative costs and grant oversight.

M/S (Dailey/Spagnolo) to recommend to the Board of Directors, authorization for the CEO/General Manager to execute the funding agreement between Omnitrans and Central City Lutheran Mission for \$152,958 of Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) federal funds awarded through SANBAG's 2013 Call for Projects. Motion was unanimous by members present.

4. OmniConnects Plans Presentation Workshop #2

Service Planning and Scheduling Manager Jeremiah Bryant gave a presentation on the proposed OmniConnects Plan, which is the name of the Fiscal Year 2015-2020 Short Range Transit Plan (SRTP). The name OmniConnects is about Omnitrans taking an active role in connecting our communities. The presentation began with a review of the recommendations supported by the Committee from the January workshop:

- Mission Statement type objectives to include spotlight performance metrics, ongoing reporting to committee, with request from Committee that the goals be measurable;
- Suggested evaluation of more frequent fare increases and utilization of fare technology; and
- Definition of Productivity-Oriented and Coverage-Oriented Services – Reconfiguring current service to reach the 65% service-oriented and 35% coverage-oriented split, and development of BRT-lite projects in the unconstrained plan

The three key items for the second workshop were: 1) Goals and metrics; 2) Fare policy; and 3) the unconstrained plan and direction of the constrained plan.

Mr. Bryant described the mission statement goals presented in the previous meeting and provided an overview of how the goals are measured. It was explained that Omnitrans is a member of the American Bus Benchmarking Group (ABBG) and many of the metrics Omnitrans uses are compared to peer data collected by ABBG. Mr. Bryant explained that OmniConnects contains four types of measurable goals: Service Warrants, Service Standards, Service Key Performance Indicators (KPI) and Business KPI's. The majority of goals and standards are continuations of goals already in place. New proposed standards were discussed related to Bus Rapid Transit (BRT) load standard and stop spacing.

Following up on the discussion from the first OmniConnects Workshop, Mr. Bryant presented passenger per hour and on-time performance metrics based on tiers of services and based on a stop light approach. In terms of tiers, routes that operated more frequently that were provided with more physical and financial resources would be compared to more stringent metrics than routes with lower resources allocated. Additionally, each of the key route metrics were proposed to have a "Green Reach Goal," a "Yellow Acceptable Level" and a "Red Unacceptable Level."

The Committee indicated it was pleased with the focus on metrics that was built into the OmniConnects plan as presented.

Mr. Bryant described the Fare Proposal in OmniConnects, noting that a third fare change is added to the proposal following the discussion at the January Plans and Programs Committee Meeting to consider more frequent fare changes. It was explained that the

financial plan developed at the end of the Comprehensive Operational Analysis (COA) assumed two fare increases, which still left Omnitrans with a \$12.5 million deficit through 2020. Based on comments from the Committee at its prior meeting, three proposed fare changes are planned for FY15, FY17 and FY19. The proposed increases are 16%, 14% and 12% and the base fare increase of \$0.25 every other year. While these fare increases would cause ridership to fluctuate, it could generate \$2.7 million that could be used to close the funding gap.

Committee Members understood that fares should go up since our fares are below some of our peers, but expressed concerns for passengers as incomes have not gone up in San Bernardino County. The Committee agreed that the fare increases would have to occur to avoid falling below the farebox recovery ratio. Mr. Bryant explained that Omnitrans has also brought more services to the riders with things such as NexTrip real time information since the last fare change. Before any fare change would go into effect, it would be presented to the Board for approval, at which time adjustments could be made. Mr. Bryant went over Access and OmniLink fares and explained that they are derived based on the mathematical formulas allowed by the FTA.

Mr. Bryant presented the Unconstrained Plan in OmniConnects. The Unconstrained Plan is a list of service that Omnitrans would like to offer. It is used to prioritize spending and then to seek additional grant funding. The constrained plan is a plan for actual services that will be offered based on the priorities from the Unconstrained Plan. Staff developed the unconstrained plan to remove service duplications to generate cost savings so that improved service could be offered. The specific proposed changes for East and West Valley were explained. In East Valley, the goal was to create better connections so riders could access sbX more easily and efficiently, which would raise the ridership. In West Valley, the goal of the unconstrained plan was to simplify the route design and develop stronger north-south connections into the higher-frequency east-west routes on Foothill Blvd. and Holt Blvd. There was a discussion on how Omnitrans would inform the riders of the changes to minimize confusion. Mr. Bryant explained the public outreach process such as public hearings and information on the buses, as well as on social media. Mr. Bryant explained that the key to the proposed changes are making routes easier and more understandable to the riders.

Freeway Express routes are also something that is being evaluated as Route 215 has been successful. Staff will be looking for grant funding to bring more of these services. There are two freeway routes proposed that would start in San Bernardino and connect to Montclair with stops along the way; one would use the 210 Freeway and one would use the 10 freeway. There is also a route proposed that would leave from Fontana, and connect to Ontario Mills and Montclair Transit Center using the 10 Freeway. Another freeway route would travel from Yucaipa to Redlands, which is designed to expedite East/West travel and connect people to sbX. These routes are not a priority; however, staff is looking into funding opportunities for them.

In order to eliminate a duplication of service, staff is proposing to eliminate OmniLink. OmniGo and OmniLink operate in Yucaipa and Chino Hills. OmniGo has grown to 145,000 boardings per year versus Omnilink with 18,000 boardings per year. Mr. Bryant

explained that elimination of OmniLink could bring a \$420,000 per year savings and also explained the duplication of service comparing the two services. There was a concern from Committee Member Riddell about losing service and buses in Yucaipa. Mr. Bryant explained that could be evaluated, but by eliminating OmniLink, more OmniGo type service could be warranted. Staff explained services added such as trippers to extend the OmniGo service to riders so they are not left behind. Member Riddell would like staff to further explore more OmniGo service before elimination/replacing OmniLink entirely.

The West Valley Connector Corridor was discussed. The most productive routes in West Valley are Routes 66 and 61. We currently spend \$8.3 million dollars on these routes and according to the study led by SANBAG for a West Valley Connector, the cost would be about \$5.5 million dollars. Mr. Bryant explained that with significant changes to these two routes, the costs could be reduced to a net increase of \$1.2 million dollars per year. Staff could find other parallel corridor savings and look for other cost neutral options, as well, which he explained as a “plug and play” approach. Additionally, Omnitrans is looking into funding and grant opportunities for a Foothill East Central Corridor, which would cost about \$1.7 million dollars.

Mr. Bryant asked the Committee Members for their support in the unconstrained and constrained plan proposals and explained that the proposed changes for the Constrained Plan for East Valley would go into effect in September 2014 and West Valley changes would be in September 2015. The Committee gave their support for the changes proposed in light of the economic situations Omnitrans faces in order to extend efficiencies and improvements to our customers.

Mr. Bryant discussed the Unconstrained Capital Plan, which is designed to analyze how to fund items for the West Valley Connector or any other corridors or other service changes such as corridor/bus stop improvements, new fare technology, facilities/operational improvements or vehicles for operating additional services. There was discussion about new fare technology and the different ways to pay for fares, such as using your cell phone.

Omnitrans proposed joining APTA’s Sustainability Commitment at no cost to Omnitrans. This is industry wide and is an agency commitment to make sustainability a measurable target for which the Agency sets goals and action items to work towards the Bronze, Silver and Gold level attainment. The committee agreed that this is a good thing for the Agency to work towards.

The next step for the OmniConnects plan is to seek public input by having a number of public hearings for the public to attend and give comments. The public hearings are scheduled from March 24-March 31, 2014, in San Bernardino, Chino, Redlands, Fontana, Ontario, Montclair and Yucaipa. Once public input is received, a draft plan will be presented to the Committee seeking recommendation for approval to the Board of Directors in May.

The Committee thanked staff for the presentation and work that has been done for the OmniConnects Plan and agreed that staff has clear direction to move forward with public hearings.

This is a receive and file item.

5. Public Hearings for OmniConnects, The Fiscal Years 2015-2020 Short Range Transit Plan

M/S (Spagnolo/Riddell) to Call for Public Hearings/Open House Sessions to gather input regarding the preparation of OmniConnects as shown below: Motion was unanimous by members present. Note: At the request of Board Vice Chair Spagnolo, the Chaffey College Transit Center in the City of Rancho Cucamonga will be added to the list of locations for public hearings.

Date	Location	Time
Monday, March 24, 2014	<u>SAN BERNARDINO</u> Feldheim Library Kellogg Room B 555 W. Sixth Street And Fourth Street Transfer Center (Carousel Mall side)	10:00 am to 2:00 pm 3:30 pm to 6:00 pm
	<u>CHINO</u> City Council Chambers 13220 Central Avenue And Chino Transit Center Sixth Street (Between Chino Avenue And D Street)	9:00 am to 12:00 pm 2:00 pm to 6:00 pm
Wednesday, March 26, 2014	<u>REDLANDS</u> Redlands Transfer Mall (Redlands Blvd. and Orange Avenue) And City Council Chambers 35 Cajon Street	1:00 pm to 3:00 pm 5:00 pm to 8:00 pm
	<u>FONTANA</u> Transit Center 16777 Orange Way	7:00 am to 10:00 am
Thursday, March 27, 2014	<u>ONTARIO</u> Senior Center 225 East B Street	5:00 pm to 8:00 pm

Monday, March 31, 2014	<u>MONTCLAIR</u> Transit Center 5091 Richton Road	9:00 am to 12:00 pm
Monday, March 31, 2014	<u>YUCAIPA</u> Transit Center 34278 Yucaipa Blvd.	2:30 pm to 6:30 pm

F. ADJOURNMENT

The Plans & Programs Committee meeting adjourned at 3:50 p.m. The next Committee Meeting will be scheduled in April and posted at Omnitrans and on the Omnitrans website.

Prepared by:

Tembi Morales, Administrative Secretary

ITEM # E5

AGENCY MANAGEMENT REPORT

March 2014
FISCAL YEAR 2014

Agency Results

Operating Revenue

March total Operating Revenue of \$5,926,928 is \$36,913 under budget. Year-to-Date (YTD) Operating Revenue of \$54,464,679 is \$790,111 over budget. The negative current month variance is driven by passenger revenue being lower than planned. The YTD variance is principally driven by advertising income and CNG fuel tax revenue.

Operating Expense

March Operating Expense of \$5,519,713 is \$444,128 or 7% under budget. YTD Operating Expense of \$49,887,396 is \$3,787,174 or 7% under budget. The positive current month and YTD variances are driven by labor, fringe benefits, material and supplies, and occupancy all coming in under budget. We anticipate that year-end expenditures and accruals will reduce this variance.

Ridership

During the month of March, Omnitrans carried a total of 1,304,901 passengers. This consisted of 1,263,640 on Fixed Route service and 41,261 on Demand Response routes. YTD Ridership is 11,847,818, which reflects a total system decrease of 2.85% when compared to the same period last year.

Revenue Hours/Revenue Miles

During the month of March, Omnitrans provided a total of 67,327 revenue hours reflecting a decrease of 1.02% versus the same period last year. Omnitrans logged a total of 902,432 revenue miles during the month, reflecting a decrease of 1.95% when compared to same period last year. YTD Omnitrans provided a total of 594,642 revenue hours reflecting a decrease of .74% versus the same period last year. Also, YTD Omnitrans logged a total of 8,048,118 revenue miles reflecting a decrease of 1.18% when compared to same period last year.

Farebox Recovery Ratio

March farebox revenue for Fixed Route/Omnalink is \$1,034,477 versus \$1,240,887 for the same period last year. This is a decrease of 16.63%. The farebox recovery ratio for the month is 22.54%. YTD farebox revenue for Fixed Route/Omnalink is \$9,895,454 versus \$10,016,134 for the same period last year. This is a decrease of 1.2%. YTD farebox recovery ratio is 24.31%.

March farebox revenue for Access is \$142,865 versus \$127,805 for the same period last year. This is a decrease of 11.78%. Farebox recovery ratio for the month is 15.36%. YTD farebox revenue for Access is \$1,171,345 versus \$1,154,959 for the same period last year. This is an increase of 1.42%. YTD farebox recovery ratio is 13.71%.

Financials

Total Salaries and Benefits of \$3,135,874 are \$322,043 under budget for the month of March. YTD Salaries and Benefits of \$29,179,847 are \$1,941,408 or 6% under budget. The positive current month and YTD variance is primarily driven by headcount being less than planned. We anticipate this variance to flatten as we build up headcount for the sbX service and book year-end accruals.

Total Services are \$127,218 or \$146,632 under budget in March. YTD Total Services are \$1,489,372 or \$900,270 under budget. The positive current month and YTD variances are driven by professional services being less than planned.

Materials and Supplies are \$809,645 or \$39,951 over budget in March. YTD Materials and Supplies are \$6,290,757 or \$636,493 under budget. The negative monthly variance is driven by bus and other stock parts being higher than planned. The YTD variance is driven by CNG fuel and gasoline being less than planned.

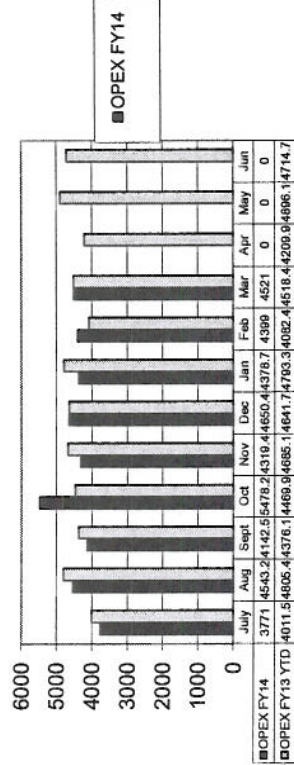
Purchased Transportation is \$774,977 or \$14,665 over budget in March. YTD Purchased Transportation is \$6,654,837 or \$187,972 under budget. The negative current month variance is driven by the number of operating days in the month. The YTD variance is driven by favorable pricing in the current contract based on milestones being met.

Other Expenses are \$671,309 or \$4,139 over budget in March. YTD Other Expenses are \$5,985,314 or \$94,213 under budget. The negative current month variance is principally driven by allocated cost being less than planned. The positive YTD variance is driven by the timing of repairs and maintenance and payments related to software maintenance contracts making occupancy cost lower than planned.

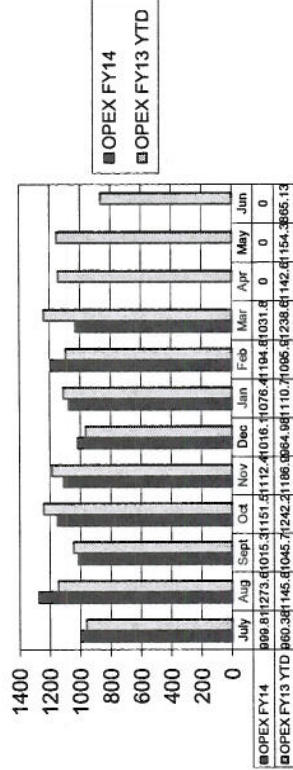
**PERFORMANCE STATISTICS
FISCAL YEAR 2014
March 2014**

	<u>Current Month</u>		<u>YR/YR inc/(dec) CURRENT</u>	<u>Year-To-Date</u>		<u>YR/YR inc/(dec) YTD</u>
	<u>March 2014</u>	<u>March 2013</u>		<u>March 2014</u>	<u>March 2013</u>	
Total Passenger Revenue & Subsidy						
Fixed Route	\$1,031,821	\$1,238,564	-16.7%	\$9,871,600	\$9,991,111	-1.2%
Demand Response	\$145,521	\$130,128	11.8%	\$1,195,109	\$1,179,981	1.3%
Total Passengers						
Fixed Route	1,263,640	1,322,693	-4.5%	11,479,710	11,829,921	-3.0%
Demand Response	41,261	41,467	-0.5%	368,108	366,059	0.6%
Farebox Recovery Ratio						
Fixed Route/OmniLink	22.54%	27.25%		24.31%	24.60%	
Access	15.36%	12.43%		13.17%	12.69%	
Total Passengers per Revenue Hour						
Fixed Route	24.0	25.3	-4.9%	24.8	25.7	-3.5%
Demand Response	2.8	2.6	6.0%	2.8	2.7	5.9%
Revenue per Passenger						
Fixed Route	0.82	0.94	-12.8%	0.86	0.84	1.8%
Demand Response	3.53	3.14	12.4%	3.25	3.22	0.7%
Cost per Passenger						
Fixed Route	3.58	3.42	4.7%	3.50	3.41	2.6%
Demand Response	23.46	25.63	-8.5%	25.40	25.78	-1.5%
Cost per Revenue Hour						
Fixed Route	86.02	86.40	-0.4%	86.71	87.57	-1.0%
Demand Response	65.53	67.57	-3.0%	71.41	68.42	4.4%
	<u>Actual</u>	<u>Target</u>				
On Time Performance						
Fixed Route	86.68%	90%				
Demand Response	90.88%	90%				
Headcount	629	669				
(includes PT Operators, excludes IPMO)						

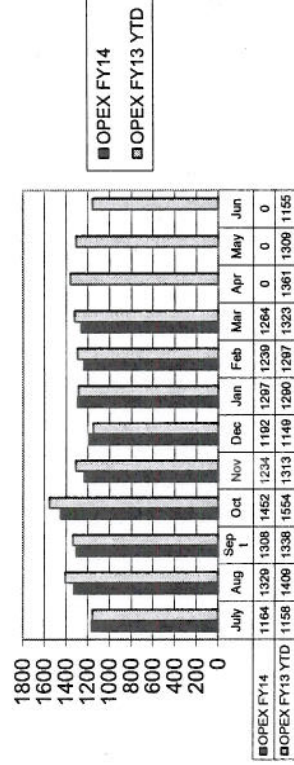
Fixed Route Operating Expense Thousands



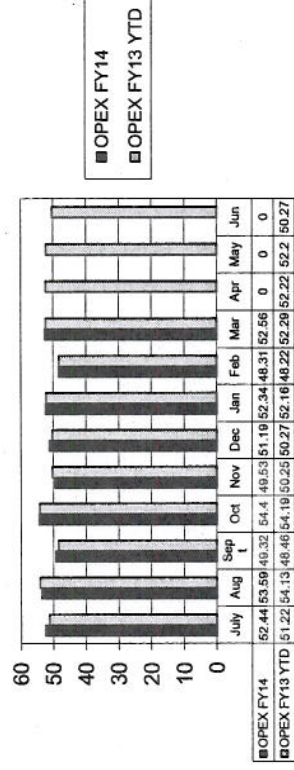
Fixed Route Passenger Revenue Thousands



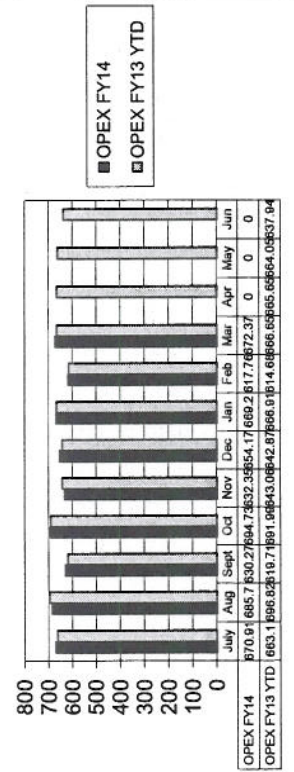
Fixed Route Ridership Thousands



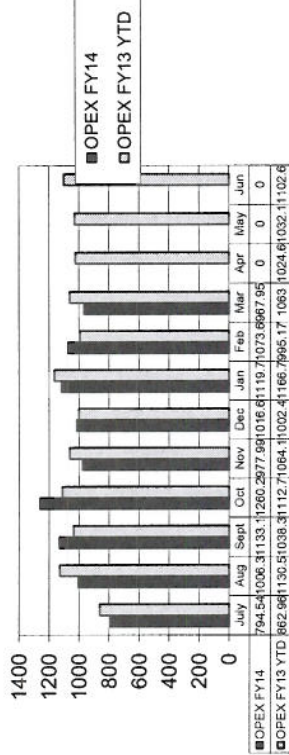
Fixed Route Revenue Hours Thousands



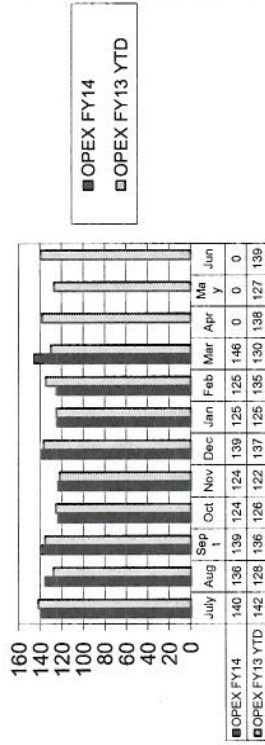
Fixed Route Revenue Miles Thousands



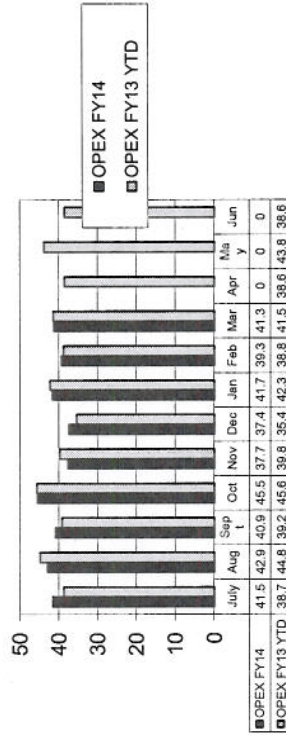
Demand Response Operating Expense Thousands



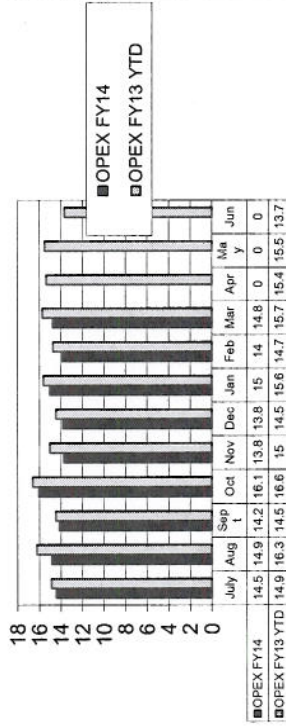
Demand Response Passenger Revenue Thousands



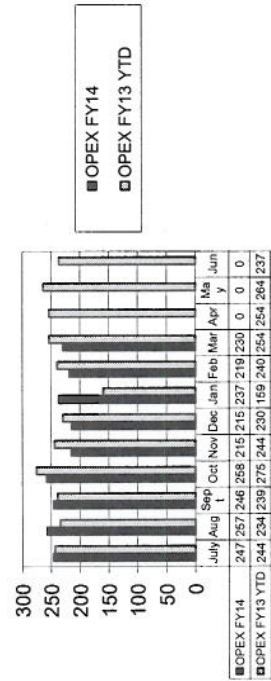
Demand Response Ridership Thousands



Demand Response Revenue Hours Thousands



Demand Response Revenue Miles Thousands



Statement of Operations Fiscal Year: 2014

CURRENT MONTH: March 2014

YEAR-TO-DATE: March 2014

	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>	<u>Operating Revenues</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>
	1,147,762	1,229,823	(82,060)	93%	Passenger Fares	10,807,477	11,068,403	(260,927)	98%
	29,579	27,477	2,102	108%	Measure I Subsidy - Fares	259,322	247,295	12,027	105%
	397,523	397,523	0	100%	Measure I Subsidy - Operating	3,577,707	3,577,705	2	100%
	32,260	25,000	7,260	129%	Auxiliary Transportation Revenue	414,220	225,000	189,220	184%
	111,990	7,083	104,907	1581%	Non-Transportation Revenue	985,556	63,750	921,806	1546%
	3,029,143	3,029,143	(0)	100%	LTF Operating	27,262,287	27,262,287	(4)	100%
	145,337	145,337	0	100%	STAF Operating	1,308,033	1,308,033	0	100%
	0	0	0	0%	JARC - Operating Assistance	0	0	0	0%
	1,033,333	1,102,455	(69,122)	94%	Capital Funds for Operations	9,850,077	9,922,091	(72,014)	99%
	5,926,928	5,963,841	(36,913)	99%	Total Revenues	54,464,679	53,674,568	790,111	101%
					<u>Operating Expenses</u>				
	2,049,457	2,126,187	76,730	96%	Labor	18,507,736	19,135,681	627,945	97%
	1,086,418	1,331,731	245,313	82%	Fringe Benefits	10,672,111	11,985,573	1,313,462	89%
	127,218	273,849	146,632	46%	Services	1,489,372	2,389,641	900,270	62%
	809,645	769,694	(39,951)	105%	Materials and Supplies	6,290,757	6,927,249	636,493	91%
	262,397	268,350	5,953	98%	Occupancy	2,106,575	2,415,150	308,575	87%
	436,671	416,658	(20,013)	105%	Casualty and Liability	4,204,826	3,749,920	(454,906)	112%
	0	4,107	4,107	0%	Taxes and Fees	43,410	36,962	(6,449)	117%
	774,977	760,312	(14,665)	102%	Purchased Transportation	6,654,837	6,842,809	187,972	97%
	40,562	74,947	34,384	54%	Printing and Advertising	345,094	674,519	329,425	51%
	(68,321)	(96,891)	(28,570)	71%	Miscellaneous Expense	(714,590)	(797,022)	(82,432)	90%
	690	34,899	34,208	2%	Lease and Rental	287,269	314,087	26,818	91%
	5,519,713	5,963,841	444,128	93%	Total Operating Expense	49,887,396	53,674,569	3,787,174	93%
	407,214	(0)	407,215		Net Gain (Net Loss)	4,577,283	(1)	4,577,284	
	3,135,874	3,457,917	322,043	91%	Sal & Ben	29,179,847	31,121,255	1,941,408	94%
	671,309	667,170	(4,139)	101%	Other	5,985,314	6,079,528	94,213	98%

DATE: May 7, 2014
TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors
THROUGH: P. Scott Graham, CEO/General Manager
FROM: Mae Sung, Accounting Manager
SUBJECT: INVESTMENT STATUS

FORM MOTION

Receive and file this report on the status of the Agency's investments.

BACKGROUND

California Government Code requires the monthly reporting of investments of public agency funds to its governing body.

SUMMARY

All of the Agency's investments are invested with the Local Agency Investment Fund (LAIF) and Union Bank. Please refer to the attachment for the investment activity of the Agency for the month of March 2014. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

PSG:MS

OMNITRANS
Treasurer's Report
Month ending March 2014

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Interest Yield	Ending Balance
Cash and Investments Under the Direction of the Treasurer						
Local Agency Investment Fund		\$ 23,850,298.40			0.23%	
				\$ (550,000.00)	0.23%	
				\$ (3,400,000.00)	0.24%	
		\$ 8,900,000.00		\$ (1,800,000.00)	0.23%	
				\$ (1,800,000.00)	0.23%	
		\$ 32,750,298.40		\$ (5,750,000.00)		
Net LAIF Funds				\$ 27,000,298.40		\$ 27,000,298.40
Fair Marketing Value	Fair Value Factor				1.000317118	\$ 27,008,860.68
Union Bank Money Market GMRA	Interest	\$ 1,746,555.88	\$ 14.34		0.01%	
				\$ (117,394.52)		
			\$ 1,746,570.22	\$ (117,394.52)		
				\$ 1,629,175.70		\$ 1,629,175.70
Citybank Morgan Stanley Futures Account		\$ 311,173.81				
	Gain/Loss for month			\$ (4,727.80)		
		\$ 311,173.81		\$ (4,727.80)		\$ 306,446.01
				\$ 306,446.01		
		\$ 1,363,463.47				
	Passenger	\$ 1,075,147.36				
	Grants' Revenue	\$ 12,292,695.95				
	Miscellaneous Revenue	\$ 137,563.76				
	Transfers From (To) LAIF	\$ 5,750,000.00		\$ (8,900,000.00)		
	Transfers From (To) Money Market	\$ 117,394.52				
	Transfers From (To) Imprest Account	\$ -				
	Accounts Payable			\$ (7,572,196.13)		
	Payroll and Payroll Taxes			\$ (2,273,927.97)		
	Employee Benefits			\$ (373,653.37)		
	Bank Service Charge			\$ (1,999.47)		
		\$ 20,736,265.06		\$ (19,121,776.94)		
Net Union Bank Operating Funds				\$ 1,614,488.12		\$ 1,614,488.12
		\$ 3,700.00				
Petty Cash				\$ 3,700.00		\$ 3,700.00

Cash and Investments Under the Direction of Fiscal Agents

Union Bank	\$ 75,000.00					
Workmens' Comp. Adjuster						
Pacific Claims Management						\$ 75,000.00
Total Cash & Investments						\$ 30,637,670.51

I hereby certify that the investment portfolio of OMNITRANS complies with its investment policy and the California Government Code Sections pertaining to the investment of local agency funds and Union Bank of California. Pending any future actions by the Omnitrans Board or any unforeseen catastrophe, OMNITRANS has an adequate cash flow to meet its expenditure requirements for the next six months.

Prepared by: _____
Mae Sung, Accounting Manager

Approved by: _____
P. Scott Graham, CEO/General Manager, Treasurer

@ Source of Market Value: California State Pooled Money Investment Board Report.

(1) Union: "Summary of Market Value" posted on monthly fiscal agent statements.

(2) LAIF: "Pooled Money Investment Account Market Valuation".

Master Control Account is the controlling account for all the zero balance accounts with Union including: Accounts Payable Account (General Account) and Payroll Account.
Interest earned by the Master Control account is used as a partial offset to the monthly bank service charges.

DATE: May 7, 2014

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: PAYROLLS AND WARRANTS FOR MARCH 2014

Approve the Agency's gross payroll for Management/Confidential Employees as follows:

Payroll Period	Amount	Register #
02/19/14-03/04/14	\$301,925.13	05
03/05/14-03/18/14	\$304,286.03	06

Approve the Agency's gross payroll for Represented Employees as follows:

Payroll Period	Amount	Register #
02/10/14-02/23/14	\$848,248.36	05
02/24/14-03/09/14	\$859,523.75	06

Approve the Register of Demands, dated as follows, and authorize the issuance of warrants:

Register Date	Amount	Register #
03/06/2014	\$3,314,810.89	674-675
03/13/2014	\$2,475,516.57	676
03/20/2014	\$1,068,190.15	677
03/27/2014	\$ 713,678.52	678

I, P. Scott Graham, CEO/General Manager of Omnitrans, declare that the above Register of Demands has been audited as required by Section 37202 and 37208 of the Government Code, and said documents are accurate and correct.

PSG:MS

Submitted for the
Board Meeting of:
May 7, 2014

OMNITRANS
AFFIRMATIVE ACTION STATUS REPORT
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT
As of April 16, 2014

DEPARTMENT	Total Positions*	MALE ETHNIC COMPOSITION						FEMALE ETHNIC COMPOSITION						Existing Vacancies	INTERVIEWED						APPOINTED							
		C	B	H	AS	AI	2+	C	B	H	AS	AI	2+		C	B	H	AS	AI	NH/PI	2+							
OPERATIONS	468	66	97	95	5	1	7	43	91	45	0	1	4	13	10	25	14	0	0	0	4	2	7	6	0	0	0	3
MAINTENANCE	106	28	12	49	6	0	0	3	0	0	1	0	0	7	5	0	6	0	0	0	0	0	0	2	0	0	0	0
EXECUTIVE OFFICE	4	1	1	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INFORMATION TECH. SERVICES	7	2	0	0	4	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SAFETY/ SECURITY	4	3	0	0	1	0	0	0	0	0	0	0	0	0	4	0	2	1	0	1	1	1	0	0	1	0	1	1
MARKETING	26	3	0	5	1	0	0	3	0	12	0	0	0	2	4	0	1	0	0	0	1	1	0	0	0	0	0	0
PLANNING	7	2	0	0	0	0	0	1	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HUMAN RESOURCES	9	0	0	1	0	0	0	5	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROCUREMENT	22	3	1	7	0	0	0	7	1	2	0	0	0	1	0	0	4	0	0	0	0	0	0	1	0	0	0	0
FINANCE	12	0	2	0	2	0	0	2	0	3	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IPMO	9	2	1	1	2	0	0	1	1	0	0	0	0	1						0	0		0	0	0	0	0	0
AGENCY TOTAL	674	110	114	158	21	1	7	66	93	67	3	1	4	29	23	25	27	1	0	1	6	4	7	9	1	0	1	4

C = Caucasian
B = Black
H = Hispanic
AS = Asian
AI = American Indian
2+ = Two or More Races
NH/PI = Native Hawaiian or Pacific Islander

* Includes part time
* reflects numbers from the FY14 budget

COMPLETED BY:

Meredith Tshilonia
Meredith Tshilonia
(HR Analyst)

PERCENTAGES

C 27.29% 32.09% 34.88% 3.72% 0.31% 1.71%
TOTAL 100%

ITEM #

E6

ITEM # E7

DATE: May 7, 2014

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Andres Ramirez, sbX Construction Manager

SUBJECT: **CONSTRUCTION PROGRESS REPORT NO. 27 THROUGH
MARCH 19, 2014 - sbX E STREET CORRIDOR BRT PROJECT**

FORM MOTION

Receive and file Construction Progress Report No. 27 for the sbX E Street Corridor BRT Project through March 19, 2014.

This item was reviewed by the Administrative and Finance Committee at its April 17, 2014, meeting, and recommended to the Board of Directors for receipt and file.

BACKGROUND

This is Construction Progress Report No. 27 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file Construction Progress Report No.27 for the sbX E Street Corridor BRT Project through March 19, 2014.

PSG:AR

Attachment



sbX E Street Corridor Bus Rapid Transit (BRT) Project

Construction Progress Report No. 27

As of March 19, 2014

Submitted By:

JACOBS

Contractor:	SBX Corridor - Griffith/Comet VMF – USS Cal Builders
Contractor Contract No.:	IPMO11-5
Project Manager:	Roger Hatton, P.E.
Resident Engineer	Karim Varshochi, P.E. (Corridor) Anni Larkins, P.E. (VMF)
Omnitrans Construction Manager:	Andres Ramirez Construction Manager

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I. PROJECT STATUS SUMMARY

A. Project Description – sbX Corridor

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

The Refined LPA includes:

- 15.7 mile corridor
- 5.4 miles of exclusive center-running BRT lanes
- 10.3 miles of mixed flow BRT operation
- 16 BRT station locations, 6 center stations and 10 curb stations
- 23 station boarding structures
- 4 park-and-ride facilities with a total of 610 parking spaces
- Transit signal priority (TSP) applications at select key intersections

B. Summary Status Update (Accomplishments) – sbX Corridor

- Working on correcting Punch List items
- Continued completion of remaining change order work.
- Completed Level I and II testing.
- Continued Level III testing/certification.

C. Projected April Work – sbX Corridor

- Complete Punch List corrections.
- Completing Level III testing and certification.
- Commence Level IV testing (mock runs).
- Conduct final punch walk and prepare final Punch List.
- Complete the As-Built turnover.
- Complete turnover of stations and corridor.
- Start Revenue Service.

D. Project Description – Vehicle Maintenance Facility (VMF)

The Omnitrans' Vehicle Maintenance Facility is a 4.4-acre facility maintaining and servicing the Omnitrans' bus fleet, comprised of over 160 buses. Modifications to Omnitrans' facility include the demolition of a bus washing station, removal of abandoned underground fuel tanks and new construction of a bus washing system, a new Genset building, a three-lane CNG fueling station, and re-

configuring the bus parking area. Modifications to the maintenance building are made in order to accommodate Omnitrans' 60-foot articulated bus fleet.

E. Summary Status Update (Accomplishments) – Vehicle Maintenance Facility (VMF)

- Verbal clearances issued for all eight (8) UST's removed (final report pending).
- Completed fabrication of the booster pump enclosure; installation planned for late March 2014.
- Completed concrete demolition for the installation for tire equipment in Building A.
- Started plastering the outside of the new Battery Room.
- Resumed earthwork operations on March 19, 2014.

F. Projected April Work – Vehicle Maintenance Facility (VMF)

- Complete concrete placement for the new bus lift pits in Maintenance Building A.
- Complete over-excavation for the new Bus Wash Facility (Building B), construction on the new buffer tank pad, relocation of the buffer tanks, and start grading and excavation for the new Fuel Facility (Building C).
- Complete construction/installation of the new booster pump and enclosure, and the water point of connection at the compressor room.
- Finish rough-in for the new compressors and continue work at the new battery room.

II. PROJECT SCHEDULE

The CM team and Contractors are using the latest scheduling tools (Primavera V. P6), available to manage the project schedule.

Due to the actual field conditions (E Street Corridor and the VMF), many construction activities needed re-sequencing, resulting in several revisions in the baseline schedules submitted. As a proactive approach, the CM team has created an internal schedule as a guiding tool used to monitor and manage the construction progress.

A. Summary of Project Schedule – sbX Corridor

A contract extension has been approved and formally issued to the Contractor extending the completion date to March 31, 2014. Any additional work required into April 2014 will be addressed on a case by case basis. However, progress on the project has reached a point where Revenue Service will not be impacted.

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

Based on the analysis and response to the Time Impact Evaluation (TIE) #1, the contract completion date is extended to May 26, 2014. A portion of that time extension is compensable while the remainder is not. The compensable daily rate is currently being negotiated with the Contractor.

Subsequent to these efforts, the Contractor has submitted TIE #2 requesting an additional 41 days of extension due impacts associated with the removal of the underground storage tanks. This request is currently being analyzed for response.

In addition, the Contractor has submitted its December 2013 Monthly Schedule Update (UP05), with a data date of December 15, 2013. This schedule is also being evaluated.

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

A. sbX Corridor

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

Total RFIs – 1011	Total Submittals – 883	Total NCRs - 26
Total Open – 9	Total Open – 5	Total Open - 2

Weekly RFI meetings are held every Tuesday morning.
Weekly NCR meetings are held every Thursday morning.

B. Vehicle Maintenance Facility (VMF)

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

Total RFIs – 178	Total Submittals – 322	Total NCRs – 12
Total Open – 0	Total Open – 11	Total Open – 1

IV. SAFETY

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

SbX Corridor - As of March 19, 2014 there are 411,195 “no-lost time” hours.
VMF - As of February 7, 2014 there are 18,243 “no-lost time” hours.

V. PROJECT BUDGET AND COST

TOTAL PROGRAM BUDGET BUDGET AS OF FEBRUARY 28, 2014

Approved Budget	\$191,706,000
Cost to Date	\$153,623,114
Estimate to Complete	\$ 36,295,575
Estimate at Completion	\$189,918,689

SBX CORRIDOR PROJECT COSTS - AS OF FEBRUARY 28, 2014

	CURRENT AUTHORIZED	CURRENT INVOICES PAID	REMAINING CONTRACT BALANCE
JACOBS	\$11,852,647	\$9,503,428	\$2,349,219
PARSONS	\$18,097,876	\$16,841,587	\$1,256,289
GRIFFITH/COMET	\$83,782,780	\$74,036,775	\$9,746,005
TOTAL	\$113,733,303	\$100,381,790	\$13,351,513

VMF CORRIDOR PROJECT COSTS - AS OF FEBRUARY 28, 2014

	CURRENT AUTHORIZED	CURRENT INVOICES PAID	REMAINING CONTRACT BALANCE
STV Inc.	\$1,418,132	\$1,273,435	\$144,697
USS Cal Builders	\$11,685,598	\$5,148,133	\$6,537,465
Total	\$13,103,730	\$6,421,568	\$6,682,162

SBX CORRIDOR CONTRACT TIME

Activity	Days	Date
Notice to Proceed		11/21/11
Calendar Days per Original Contract	730	
Original Completion Date		12/21/13
Calendar Days Completed as of March 19, 2014	818	
CCO Time Extension to Date	100	03/31/14
Required Completion Days/Date as of March 19, 2014	12	12/21/13
Forecasted Completion Date as of March 19, 2014		TBD*
Percent Time Elapsed	99%	

VMF CONTRACT TIME

Activity	Days	Date
Notice to Proceed		12/10/12
Calendar Days per Original Contract	425	
Original Completion Date		02/08/14
Calendar Days Completed as of March 19, 2014	464	
CCO Time Extension to Date	0	
Required Completion Days/Date as of March 19, 2014	-39	02/08/14
Forecasted Revenue Start Date as of March 19, 2014		04/30/14
Percent Time Elapsed	109%	

*** CONSTRUCTION COMPLETION DATE WILL BE AVAILABLE UPON COMPLETION OF THE SCHEDULE UPDATE.**

CHANGE ORDERS**SBX CORRIDOR CONTRACT CHANGE ORDERS - As of March 19, 2014**

Change Order Status	Amount Approved
Approved Change Orders	\$18,960,867
Pending Change Orders	\$928,188
Potential Change Orders	\$1,560,000
Total	21,449,055

VMF CONTRACT CHANGE ORDERS - As of March 19, 2014

Change Order Status	Amount
Approved Change Orders	\$1,235,299
Pending Change Orders	\$20,141
Potential Change Orders	\$1,762,406
Total	\$1,255,440

Note: Currently, pricing for Potential Change Orders are estimated based on Rough Order of Magnitude pending designer plans or final submittal of pricing by the Contractor.

Upon the approval of the final to date schedule, an analysis will be completed to determine the effect of the change orders on the scheduled completion date.

VI. Project Photographs

SBX CORRIDOR PROGRESS PHOTOS



1. Inventory of spare parts.



2. Inventory of spare parts.

VMF PROGRESS PHOTOS

1. Inside Maintenance Facility (Building A) – Contractor is trenching for underground compressed air and electrical lines for the Bus Lift Equipment.



2. Formwork and rebar is placed and ready for concrete pour at the bus lift pits in Maintenance Facility (Building A).

IPMO/sbX Project Cost Report
Period Ended 2/28/14

Description	Current Budget	Expenditures \$	%	Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast Variance
BRT Construction	84,637,000	74,153,176	87.6%	10,483,824	15,682,639	89,835,815	(5,198,815)
Vehicle Maintenance Facility (VMF) Construction	8,131,000	5,148,133		2,982,867	10,158,417	15,306,550	(7,175,550)
Vehicles - Design & Manufacturing	16,628,000	14,879,541	89.5%	1,748,459	1,286,174	16,165,715	462,285
ROW Acquisition Services	10,357,000	10,940,793	105.6%	(583,793)	949,177	11,889,970	(1,532,970)
3rd Party Utilities Design & Relocation	1,003,000	1,054,434	105.1%	(51,434)	51,683	1,106,117	(103,117)
BRT Design	17,849,400	16,841,587	94.4%	1,007,813	9,495	16,851,082	998,318
VMF Design	1,007,600	1,287,835	127.8%	(280,235)	408,097	1,695,932	(688,332)
Other Professional, Technical & Management Services	34,020,000	29,317,615	86.2%	4,702,385	7,749,893	37,067,508	(3,047,508)
SUB-TOTAL	173,633,000	153,623,114		20,009,886	36,295,575	189,918,689	(16,285,689)
Unallocated Contingency	18,073,000	-		18,073,000	1,787,311	1,787,311	16,285,689
TOTAL	191,706,000	153,623,114	80.1%	38,082,886	38,082,886	191,706,000	-

**IPMO/sbX Project
Through 2/28/14**

Standard Cost Category (SCC)	Description	Approved Current Budget	Expenditures \$ %	Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast Variance
10	GUIDEWAY & TRACK ELEMENTS	19,725,000	16,944,313 85.9%	\$ 2,780,687	\$ 2,648,382	\$ 19,592,695	\$ 132,305
10.02	Guideway: At-grade semi-exclusive (allows cross-traffic)	\$ 18,353,000	15,017,433 81.8%	\$ 3,335,567	\$ 2,311,789	\$ 17,329,222	\$ 1,023,778
10.03	Guideway: At-grade in mixed traffic	\$ 1,372,000	1,926,880 140.4%	\$ (554,880)	\$ 336,593	\$ 2,263,473	\$ (891,473)
20	STATIONS, STOPS, TERMINALS, INTERMODAL	14,917,000	13,080,774 87.7%	\$ 1,836,226	\$ 1,295,363	\$ 14,376,137	\$ 540,863
20.01	At-grade station, stop, shelter, mall, terminal, platform	14,917,000	13,080,774 87.7%	\$ 1,836,226	\$ 1,295,363	\$ 14,376,137	\$ -
30	SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	\$ 8,131,000	5,148,133 63.3%	\$ 2,982,867	\$ 10,158,418	\$ 15,306,551	\$ (7,175,551)
30.02	Light Maintenance Facility	\$ 4,265,000	4,000,099 93.8%	\$ 264,901	\$ 7,785,945	\$ 11,786,044	\$ (7,521,044)
30.05	Yard and Yard Track	\$ 3,866,000	1,148,034 0.0%	\$ 2,717,966	\$ 2,372,473	\$ 3,520,507	\$ 345,493
40	SITEWORK & SPECIAL CONDITIONS	34,271,000	25,622,007 74.8%	\$ 8,648,993	\$ 4,888,156	\$ 30,510,163	\$ 3,760,837
40.01	Demolition, Clearing, Earthwork	\$ 4,741,000	337,221 7.1%	\$ 4,403,779	\$ (247,211)	\$ 90,010	\$ 4,650,990
40.02	Site Utilities, Utility Relocation	\$ 4,993,000	9,311,113 186.5%	\$ (4,318,113)	\$ 2,190,482	\$ 11,501,595	\$ (6,508,595)
40.05	Site structures including retaining walls, sound walls	\$ 90,000	365,308 405.9%	\$ (275,308)	\$ 278,558	\$ 643,866	\$ (553,866)
40.06	Pedestrian / bike access and accommodation, landscaping	\$ 6,925,000	3,421,344 49.4%	\$ 3,503,656	\$ 1,498,646	\$ 4,919,990	\$ 2,005,010
40.07	Automobile, bus, van accessways including roads, parking lots	\$ 3,601,000	4,096,485 113.8%	\$ (495,485)	\$ 150,864	\$ 4,247,349	\$ (646,349)
40.08	Temporary Facilities and other indirect costs during construction	\$ 13,921,000	8,090,536 58.1%	\$ 5,830,464	\$ 1,016,817	\$ 9,107,353	\$ 4,813,647
50	SYSTEMS	\$ 16,727,000	19,560,516 116.9%	\$ (2,833,516)	\$ 965,787	\$ 20,526,303	\$ (3,799,303)
50.02	Traffic signals and crossing protection	\$ 10,810,000	6,340,220 58.7%	\$ 4,469,780	\$ 157,816	\$ 6,498,036	\$ 4,311,964
50.05	Communications	\$ 4,210,000	8,246,371 195.9%	\$ (4,036,371)	\$ 181,896	\$ 8,428,267	\$ (4,218,267)
50.06	Fare collection system and equipment	\$ 1,707,000	4,973,925 291.4%	\$ (3,266,925)	\$ 626,075	\$ 5,600,000	\$ (3,893,000)
	Pending Change Orders				\$ 2,733,249	\$ 2,733,249	\$ (2,733,249)
	Risk				\$ 3,203,385	\$ 3,203,385	\$ (3,203,385)
	Construction Subtotal (10-50)	93,771,000	80,355,743 85.7%	\$ 13,415,257	\$ 25,892,740	\$ 106,248,483	\$ (12,477,483)
60	ROW, LAND, EXISTING IMPROVEMENTS	\$ 6,532,000	\$ 6,006,388 92.0%	\$ 525,612	\$ 944,447	\$ 6,950,835	\$ (418,835)
60.01	Purchase or lease of real estate	\$ 6,327,000	5,841,458 92.3%	\$ 485,542	\$ 904,377	\$ 6,745,835	\$ (418,835)
60.02	Relocation of existing households and businesses	\$ 205,000	164,930 80.5%	\$ 40,070	\$ 40,070	\$ 205,000	\$ -
70	VEHICLES	\$ 16,628,000	\$ 14,879,541 89.5%	\$ 1,748,459	\$ 1,286,174	\$ 16,165,715	\$ 462,285
70.04	Bus	\$ 15,448,000	14,879,541 96.3%	\$ 568,459	\$ 379,126	\$ 15,258,667	\$ 189,333
70.06	Non-revenue vehicles	\$ 250,000	- 0.0%	\$ 250,000	\$ -	\$ -	\$ 250,000
70.07	Spare parts	\$ 930,000	- 0.0%	\$ 930,000	\$ 907,048	\$ 907,048	\$ 22,952
80	PROFESSIONAL SERVICES	56,702,000	52,381,442 92.4%	\$ 4,320,558	\$ 8,172,214	\$ 60,553,656	\$ (3,851,656)
80.01	Preliminary Engineering	\$ 12,921,000	12,876,525 99.7%	\$ 44,475	\$ 17,502	\$ 12,894,027	\$ 26,973
80.02	Final Design	\$ 7,261,000	7,034,421 96.9%	\$ 226,579	\$ 407,701	\$ 7,442,122	\$ (181,122)
80.03	Project Management for Design and Construction	\$ 15,997,000	11,457,041 71.6%	\$ 4,539,959	\$ 2,994,262	\$ 14,451,303	\$ 1,545,697
80.04	Construction Administration & Management	\$ 6,632,000	9,503,428 143.3%	\$ (2,871,428)	\$ 3,349,219	\$ 12,852,647	\$ (6,220,647)
80.05	Professional Liability and other Non-Construction Insurance	\$ 1,112,000	- 0.0%	\$ 1,112,000	\$ -	\$ -	\$ 1,112,000
80.06	Legal; Permits; Review Fees by other agencies, cities, etc.	\$ 10,596,000	11,510,027 108.6%	\$ (914,027)	\$ 678,530	\$ 12,188,557	\$ (1,592,557)
80.07	Surveys, Testing, Investigation, Inspection	\$ 1,463,000	- 0.0%	\$ 1,463,000	\$ 25,000	\$ 25,000	\$ 1,438,000
80.08	Start up	\$ 720,000	- 0.0%	\$ 720,000	\$ 700,000	\$ 700,000	\$ 20,000
	Subtotal (10-80)	\$ 173,633,000	\$ 153,623,114 88.5%	\$ 20,009,886	\$ 36,295,575	\$ 189,918,689	\$ (16,285,689)
90	UNALLOCATED CONTINGENCY	18,073,000	- 0.0%	\$ 18,073,000	\$ 1,787,311	\$ 1,787,311	\$ 16,285,689
	Subtotal (10-90)	191,706,000	153,623,114 80.1%	\$ 38,082,886	\$ 38,082,886	\$ 191,706,000	\$ -
100	FINANCE CHARGES	-	-	\$ -	\$ -	\$ -	\$ -
	TOTAL PROJECT COST (10-100)	191,706,000	153,623,114 80.1%	\$ 38,082,886	\$ 38,082,886	\$ 191,706,000	\$ -

ITEM # E8

DATE: May 7, 2014

TO: Board Chair Alan Wapner & Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Andres Ramirez, Construction Manager

SUBJECT: sbX E STREET CORRIDOR BRT PROJECT QUARTERLY REPORT –
MARCH 2014

FORM MOTION

Receive and file sbX Quarterly Report for the sbX E Street Corridor BRT Project through March 2014.

BACKGROUND

At the October 2012 Board of Directors' meeting, the Omnitrans Board of Directors requested staff submit an update of the sbX Corridor BRT Project for review on a quarterly basis.

This is the Quarterly Report through March 2014 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file sbX Quarterly Report for the sbX E Street Corridor BRT Project through March 2014.

PSG:AR

Attachment

sbX Project Quarterly Update – May 2014

For Period: January 2014 to March 2014

Safety:

As of March 19, 2014, the construction team has performed over 400,000 labor-hours of work without any Lost Time Injuries.

Budget:

The project is fully funded. Based on the current projections, the project is expected to be completed within the approved budget. All change orders are being managed through the project contingency line item included in the approved budget.

Approved Budget:	\$191,706,000
Cost-To-Date (2-28-2014):	\$153,623,114
Estimate-At-Completion:	~\$189,900,000

Schedule:

60-Foot Articulated Buses:	Received all 14 buses
Revenue Operations Start:	April 28, 2014

Corridor Construction:

Construction of all stations and roadwork along the corridor is complete. Testing and Punch List repairs are ongoing. Right of Way settlements have all been completed. Mock bus runs set to commence.

Vehicle Maintenance Facility (VMF) Construction:

Construction activities pertaining to the Maintenance bays continue, while the battery room, tire rack, and the trash compactor are nearing completion. Demolition of the existing bus wash facility and the fuel island is complete. A small pocket of potentially contaminated soil was encountered and mitigated. Grading activities for new building foundations have resumed.

60-Foot Articulated Buses:

All of the fourteen (14) 60-foot articulated buses have been received. Testing of buses is almost complete.

FTA Quarterly Review Meeting:

A Quarterly Meeting was conducted on February 25, 2014 with the discussion focused on readiness. No new action items noted. The next quarterly meeting is scheduled on May 29, 2014.

ITEM # E9

DATE: May 7, 2014

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Donald Walker, Director of Finance

SUBJECT: **OMNITRANS' DIRECTOR OF FINANCE QUARTERLY REPORT –
FORWARD FUEL PURCHASES THROUGH APRIL 2014**

FORM MOTION

Receive and file Omnitrans' Director of Finance Quarterly Report on Forward Fuel Purchases for the period of July through April 2014.

BACKGROUND

This report is submitted in order to comply with the requirements of the Omnitrans Forward Fuel Purchase Policy and Procedure, which requires that Omnitrans submit, at a minimum, an update to the Board semi-annually. At the request of a Board Member, Omnitrans is reporting the status of the program on a quarterly basis.

This program was implemented on May 6, 2009, to increase the predictability of Omnitrans costs and reduce operational uncertainty in the event of dramatic fuel price increases in the open market.

A new hedge was established on January 17, 2012, fixing the price of 150,000 gallons of fuel per month for Omnitrans beginning in February 2012 and continuing through June 2014. The Board authorized the Agency to participate in the New York Mercantile Exchange (NYMEX) market through Morgan Stanley in order to lower the cost of the hedging transaction itself.

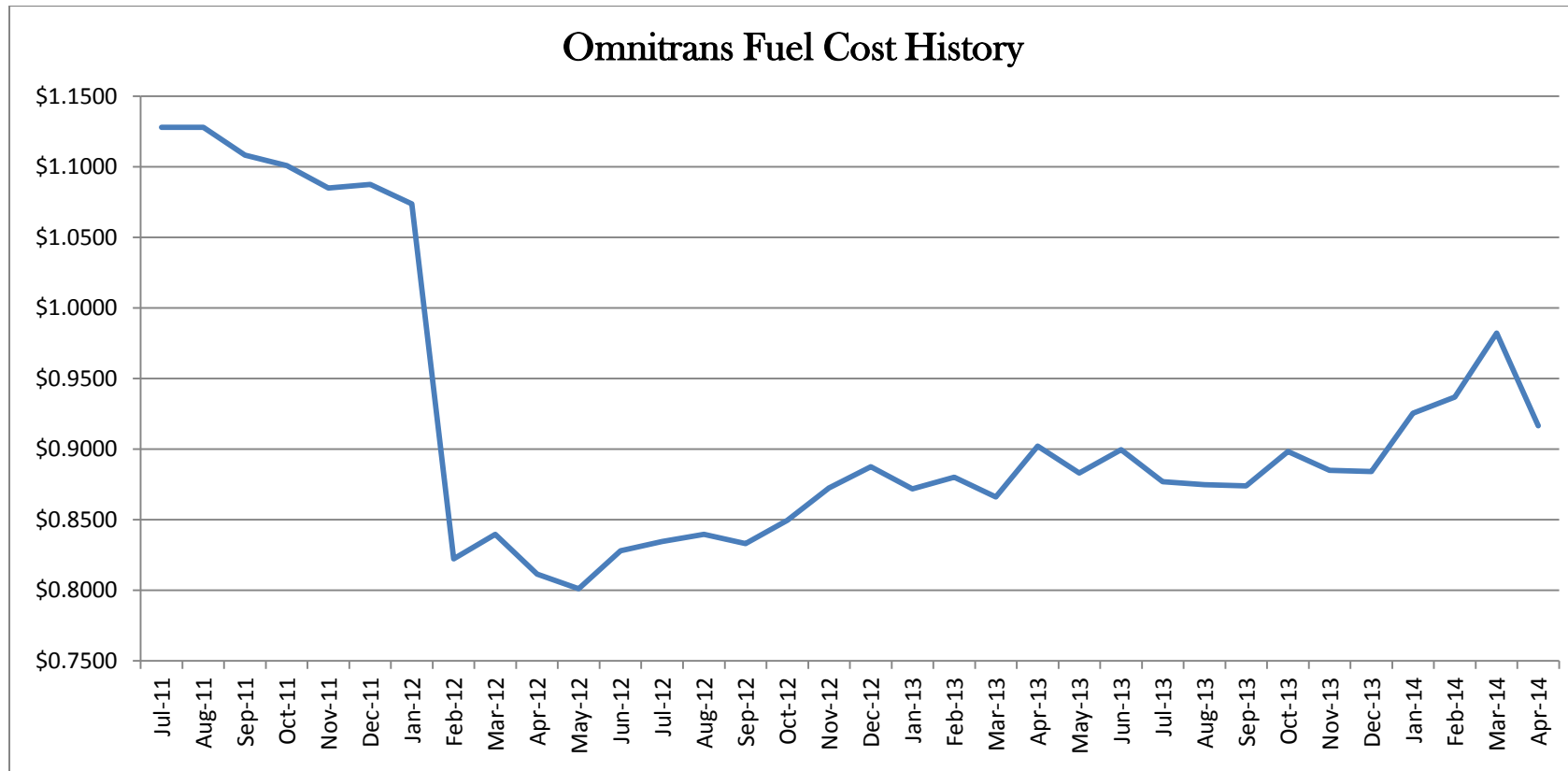
Under this hedge program, the hedge cost is averaged over the entire hedge period thereby fixing the per gallon fuel cost for 29 months. The prices were averaged over periods coinciding with the Agency's fiscal years. The principal objective for the hedge program is to better forecast future compressed natural gas (CNG) cost so the Agency can reduce budgetary uncertainty, volatility risk, and better allocate approved funding towards customer facing transit services.

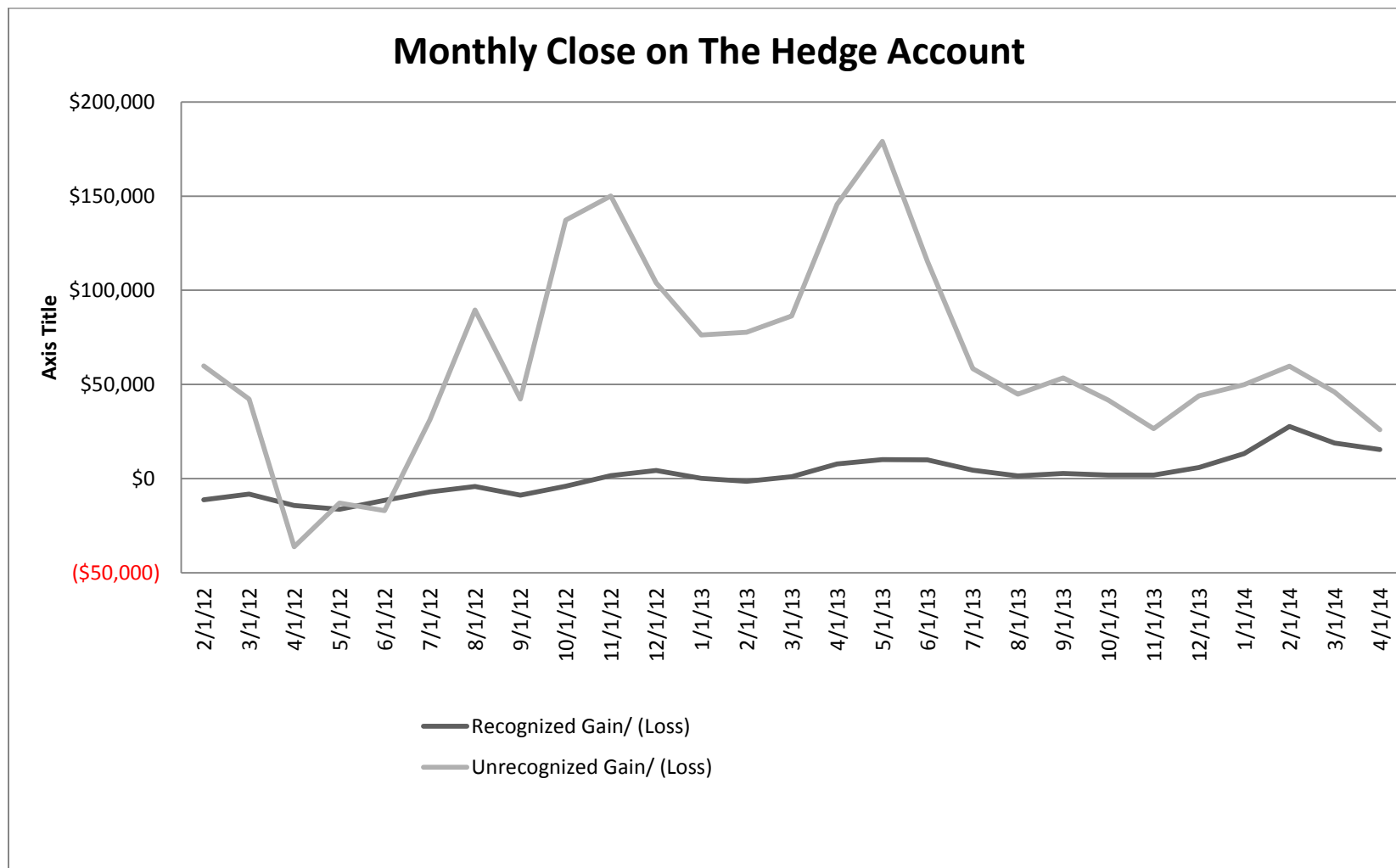
Fiscal year-to-date ending March 31, 2014 (July 2013 through March 2014), Omnitrans budget for CNG was \$3,035,877. Before recognizing the gain on the hedge transaction, CNG expenses

through March 2014 total \$2,995,317. Including the fiscal year-to-date gain of \$87,614, the Agency has a favorable budget variance on CNG of \$128,174 or 95.8% of the budget.

During the last three months, the price for natural gas averaged \$0.4131 per gallon. The hedged price is set at \$0.2768 through June 2014. Since the implementation of this new hedge program, the Agency has realized a gain of \$40,243 on settled hedge positions (February 2012 – April 2014). There is an unrealized gain of approximately \$25,963 on the two remaining months that are open (May 2014 and June 2014). If the market trend continues, Omnitrans is expected to realize a gain of \$66,206 for this 29 month hedge program.

PSG:dw





ITEM # E10

DATE: May 7, 2014

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: KEY PERFORMANCE INDICATORS – FY 2014 3RD QUARTER REPORT

FORM MOTION

Receive and file the Key Performance Indicators (KPIs) 3rd Quarter Report for Fiscal Year 2014.

BACKGROUND

The Key Performance Indicators were first presented to the Board of Directors during the performance evaluation of the former CEO/General Manager in early 2012, along with a commitment to present the report to the Board on a quarterly basis. The attached report provides the results for the third quarter of Fiscal Year 2014 (Jan 2014 – Mar 2014).

The Key Performance Indicators were developed by Omnitrans Senior Leadership Team and identify seven key areas that are managed by the Agency on a monthly basis. Each key indicator includes a goal, the strategy to achieve each goal, and the year-to-date results.

The Key Performance Indicators differ from the Management Plan in that the Management Plan focuses on the larger picture and identifies challenges that lie ahead over the next several years, while the KPIs more specifically tie in to the day-to-day management/operation of the Agency.

A few highlights for the 3rd fiscal quarter of 2014 include:

Cost Effectiveness (KPI #1)

Cost per Hour for Fixed Route and Access – Both Q3 and YTD results in the cost per hour for fixed route and Access were positive at near or below the goals of \$90 and \$70.59. The YTD cost per hour for fixed route is \$86.93 and results for the quarter is \$87.03 compared to the goal of \$90, while the YTD cost per hour for Access is \$70.37 vs. the goal of \$70.59.

Service Performance (KPI #2)

Ridership – Growth – Ridership for the quarter finished down at -3.30%. Productivity for Passengers Per Hour Access is at 2.68 for the quarter, just below the goal of 3. However, the Passengers Per Hour Fixed Route was 24.5 for the quarter, exceeding the goal of 23.

Complaints – Per 100,000 Boardings/Compliments – Fixed Route – Complaints for the quarter is 11.7 complaints (per month) compared to the goal of 10 and compliments came in favorably at 1.7 compared to the goal of 1.

Complaints Per 100,000 Boardings/Compliments – Demand Response – At the end of the quarter, complaints for the Demand Response Service came in at 18 compared to the goal of 15, and compliments at 0 vs. the goal of .5.

Reliability (KPI #3)

Mechanical/Mean Distance Between Failures (MDBF) – Quarter total results show the mean distance between failures at 5,647, which is under the goal of 6,500.

On-time Performance Fixed Route and Demand Performance – Fixed Route on time Performance for the quarter is at 86.6% and Demand Performance is at 91.5% for the quarter compared to goals of 90% and 92-95% respectively.

Budget (KPI #4)

Operating Revenue – At the end of the current quarter, operating revenue received and recorded is at 102%, above the goal of 100%. Operating Expenses – Operating expenses recorded for the quarter are at 92%, below the goal of 100%.

Safety & Security (KPI #5)

Injuries – Employee – The quarter ended with 17 employee injuries reported and 44 injuries for the year. This is on track to be 69% below the target of only 85 injuries per year.

Labor (KPI #6)

Employee Absenteeism – Represented – The total for the quarter is 4,757 hours and the YTD numbers are 39,108, which is on course to beat the goal of 101,200 hours by 39%.

Turnover – The quarter ended with a 1.73% turnover rate with the YTD number coming to 9% compared to the goal of <8% for the year.

sbX E Street Corridor Project (KPI #7)

The estimated cost at completion is projected to be around \$188 million, which is below the approved budget of \$191.7 million. The projected Revenue Start Date (RSD) is April 28, 2014.

PSG

Omnitrans Performance Indicators

Fiscal Year 2014 - As of April, 2014					
Key Performance Indicators	Goal	Strategy	3rd	YTD	Lead
1. Cost Effectiveness					
Cost per hour - Fixed Route	\$90.00	Efficient use of resources; All Directors to work with departments to ensure cost reductions/budget compliance with top performance	\$87.03	\$86.93	Donald Walker
Cost per hour - Access	\$70.59	Efficient use of resources; Operations to work with Contractor to ensure budget compliance with top performance	\$71.98	\$70.37	Donald Walker
Fare recovery ratio*	23%	Adhere to the operating budget- Build ridership on continuing service- post service adjustments	22.40%	22.31%	Donald Walker Anna Rahtz Wendy Williams
2. Service Performance					
Ridership - Growth	5.30%	Develop Marketing initiatives to attract new and retain existing riders	-3.30%	-2.90%	Wendy Williams
Productivity - Passengers Per Hour - Fixed Route	23	Focus service on most productive service offerings; eliminate unproductive service offerings Consistently assess routes, schedules, headways, etc.	24.5	24.75	Anna Rahtz
Productivity - Passengers Per Hour - Access	3	Monitor service delivery to find efficiencies, implement and expand on the trip repeater program	2.68	2.75	Diane Caldera
Complaints - Per 100,000 boardings Compliments- Fixed Route	10 complaints; (per month) 1 compliment; (per month)	Monitor customer feedback to target improvement efforts Continuous customer service training for Operators; Timely follow up and correction on complaints	(monthly avg for quarter) 11.7/1.7	(monthly avg for YTD) 11.8/2.0	Wendy Williams Diane Caldera
Complaints - Per 100,000 boardings Compliments- Demand Response	15 complaints: (per month) .5 compliment: (per month)	Monitor customer feedback to target contractor improvement efforts; Timely follow up and correction on complaints	(monthly avg for quarter) 18/0	(monthly avg for YTD) 15.5/0	Wendy Williams Diane Caldera
3. Reliability					
Mechanical/MDBF	6,500	Buses are well maintained, on schedule, fueled and cleaned; Operator training	5,647	5,589	Jack Dooley
Loss of Service - Operations	<500 hours per month (measured as monthly average)	Ensure full utilization of manpower options available in MOU to avoid loss of service. Implement improvement programs; Ensure operational procedures are implemented when excess of absences are experienced. Increase part-time recruitment.	(monthly avg for quarter) 50.1	(monthly avg for YTD) 47.1	Diane Caldera
Loss of Service - Maintenance	<35 hours per month	Continue using sources that support the preventive maintenance program, monitor conditions and adjust accordingly. Continue training programs that enhance skills of technicians in order to meet vehicle demands.	(monthly avg for quarter) 42	(monthly avg for YTD) 50.8	Jack Dooley
Equipment Availability	100%	Equipment is well maintained with parts available for repair; Operate the fleet with no more than 20% spares	100%	98%	Jack Dooley

Fiscal Year 2014 - As of April, 2014					
Key Performance Indicators	Goal	Strategy	3rd	YTD	Lead
On-time Performance- Fixed Route	90%	Constant assessment of routes and schedules; Operator training follow up; consistent application of MOU; Standard is zero minutes early departure and up to five minutes early on arrivals	86.60%	86.40%	Diane Caldera Anna Rahtz
On-time Performance- Demand Response	92% - 95% - per contract	Training Contractor Dispatchers to assess routes and schedules and be proactive; utilize software tools available for scheduling trips; Standard is zero minutes early and up to 30 minutes on pickup	91.50%	89.90%	Diane Caldera
Preventable accidents	< 1 per 100,000 miles	Operator training and retraining as necessary; increased use of video surveillance, well maintained equipment and personal accountability	0.7	0.79	Diane Caldera
4. Budget					
Operating Revenue	100%	Ensure all Operating Revenues are recorded and received timely	102.00%	101.00%	Donald Walker
Operating Expenses	<100%	Ensure all Operating Expenses are appropriate and accurately recorded	92.00%	93.00%	Donald Walker
5. Safety & Security					
Injuries - Employee (Fiscal Year)	Reduction of 3-5% OSHA Recordable (84-86 Annually)	Human Resources/Safety Coordination Monthly Meetings, Injury Prevention Module in ATCR, Ergonomic assessments, Operations Quarterly Safety Outreach Campaign	17	44	Marjorie Ewing Ray Lopez
Losses/Claims - Passengers (FY)	80	Passenger education through bus books/on board signage; Operator training and follow up training as needed; ATAP Committee; Safety suggestions	12	41	Diane Caldera
6. Labor					
Passenger Trips/Employee (Annual)	21,870	Ops - Formula Driven; Maintenance - Based on efficiency. Consistently assess and adjust number of personnel/Train and manage workforce.	N/A	23,839	Anna Rahtz Alex Chen
Turnover	<10% exclusive of planned reductions	Continue with the Employer of Choice challenge and increase programs related to satisfaction and retention.	1.73%	9.00%	Marjorie Ewing
Operations Absenteeism - Represented	<101,200 hours	Reduce charged absences by 10% compared to previous year. Develop management strategies to decrease FMLA usage and industrial injury claims.	4,534	120,166	Diane Caldera
Training - Development (Annual)	5,000 hours	Identify training opportunities for all levels of management; from technical skills sets to strategic thinking. Create an environment that brings new ideas and solutions to everyday problems. Toastmasters, tuition reimbursement	1,772	2,692	Marjorie Ewing
ATU Represented (Annual)	4,400 hours	ATCR, safety, customer relations, equipment familiarization, relief dispatch, relief supervisor, leadership, coach operator instructor, Toastmasters, tuition reimbursement	4,333	7,483	Diane Caldera
7. sbX E Street Corridor Project					

Fiscal Year 2014 - As of April, 2014					
Key Performance Indicators	Goal	Strategy	3rd	YTD	Lead
60-foot Buses Receipt	Apr., 2013	Conduct Factory inspections & testing. Ensure compliance with FTA's Buy America requirements.	Jun-13		Jim Deskus
60-foot Bus Testing	Feb., 2014	Complete field testing	Mar-14		Jim Deskus
Revenue Operation Start	Apr. 30, 2014	Complete construction and commissioning	On Schedule		Jim Deskus
Cost - Complete Project within Approved Budget	\$191.7M	Follow plans and specifications, value engineering, negotiations, and monitor costs on monthly basis	188.0 Projected		Jim Deskus

ITEM # E11

DATE: May 7, 2014

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Anna Rahtz, Acting Director of Planning and Development Services

SUBJECT: FUNDING AGREEMENT BETWEEN VALLEY TRANSPORTATION SERVICES AND OMNITRANS

FORM MOTION

Authorize the CEO/General Manager to execute the funding agreement between Omnitrans and Valley Transportation Services for \$100,000 of Section 5316 Job Access Reverse Commute (JARC) federal funds awarded through SANBAG's 2013 Call for Projects.

This item has been reviewed and approved by Omnitrans legal counsel. This item has also been reviewed by the Plans and Programs Committee at its April 15, 2014, meeting, and recommended for approval.

BACKGROUND

On October 2, 2013, SANBAG's Board of Directors awarded Valley Transportation Services (VTrans) a total of \$100,000 in Section 5316 Job Access Reverse Commute (JARC) federal funds to commence their taxi voucher program through the 2013 Call for Projects. VTrans' taxi voucher program will be offered to low-income residents of the San Bernardino Valley for work and work-related trips.

These funds are part of a pass-through of federal funds in grants CA-37-X174. The budget identifies \$100,000 in Federal Transit Administration Section 5316 JARC funding. Local matching funds used by Valley Transportation Services will be Measure I funds. As the FTA grant recipient, Omnitrans will receive approximately \$4,000 for administrative costs and grant oversight.

This will be VTrans' first funding agreement for pass-through FTA funds awarded by SANBAG for this program.

FUNDING SOURCES

Funding for this grant pass through is as follows:

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-37-X174	2012	VTrans Ride	G12L0016F	\$100,000
Total					\$100,000

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

CONCLUSION

Staff recommends the Board of Directors authorize the CEO/General Manager to execute the funding agreement between Valley Transportation Services and Omnitrans as part of SANBAG's 2013 Call for Projects pass-through award.

PSG:AR:JB:BR

SUBGRANTEE FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE GRANT FUNDS

DUNs identification number 03-7102432

This Funding Agreement for Job Access Reverse Commute grant funds (“**Agreement**”) by and between Valley Transportation Services (“**Sub-grantee**”) and Omnitrans, a joint powers authority (“**Omnitrans**”), is entered into this ___ day of _____, 2014. Sub-grantee and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

Recitals

A. This Agreement describes the respective responsibilities of Sub-grantee and Omnitrans for capital and operating expenses in connection with Omnitrans Fiscal Year 2012 Section 5316 Job Access Reverse Commute (JARC) Grant Agreement hereto as the “**JARC Grant Agreement**” and Omnitrans (referred to collectively herein as “**Grant Agreements**”).

B. Omnitrans previously submitted a grant application for Section 5316 JARC funds for Fiscal Year 2012 and to the Federal Transit Administration (“**FTA**”) to obtain funding for the Project. In 2012, the FTA awarded Omnitrans \$100,000 in Section 5316 JARC (CFDA 20.516) funds for Fiscal Year 2012 in the amounts shown in the Grant Agreements (the “**Total FTA Grant Amount**”). The Parties now desire that the JARC funds awarded to Omnitrans be used for the benefit of Sub-grantee, as a sub-grantee under the Grant Agreements.

C. Sub-grantee desires to operate a taxi voucher program that will be offered to low-income residents of the San Bernardino Valley for work and work-related trips (the “**Project**”).

D. As a Sub-grantee receiving JARC funds, Sub-grantee desires to undertake the Project and comply with all provisions of the Grant Agreements and applicable federal, state and local laws and regulations (“**Applicable Law**”).

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

1. Obligations of Omnitrans. Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:
 - a. Reimburse Sub-grantee for the Project, up to \$100,000 in Section 5316 JARC funds (Grant No. CA-37-X174) (the “**Project Funds**”) in conformity with the following procedure:
 - (1) For each disbursement requested, Sub-grantee shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the “**Disbursement Request**”) by no later than the 15th of each month.
 - (2) Each Disbursement Request shall be accompanied by a written certification of Sub-grantee’s Executive Director that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and that Sub-grantee will use the disbursement for the purpose indicated in the Disbursement Request.

- (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Sub-grantee as to what, if any, additional supporting documentation and background information it requires.
 - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Sub-grantee provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Sub-grantee through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
 - (5) To the extent that the FTA advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Sub-grantee certification, Omnitrans may solicit, at Sub-grantee expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law.
 - (6) Omnitrans shall have no liability to Sub-grantee for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Sub-grantee that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
 - b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Sub-grantee.
 - c. Conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to and paid from Section 5316 JARC (Grant No. CA-37-X174) to account for all administration costs associated with managing the Project (the "**Administrative Expenses**"). Omnitrans will deduct an amount equal to 4% of the Project Funds (\$4,000) from the Total FTA Grant Amount as Administrative Expenses. Project Funds shall not be used for the Administrative Expenses.
3. Warranties of Sub-grantee. Sub-grantee warrants to Omnitrans that:
 - a. Sub-grantee has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5316

JARC grant funds (the “**Match Obligation**”). The approximate amount of the Match Obligation for the Project is \$100,000.

- b. To Sub-grantee’s knowledge, Omnitrans’ prior submission of the FTA Section 5316 JARC grant application on behalf of Sub-grantee has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
 - c. Sub-grantee will conduct itself so that all aspects of the Project and any aspect of Sub-grantee’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Sub-grantee will use the disbursements for the purposes indicated in its Disbursement Request.
 - e. Sub-grantee will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
 - f. Sub-grantee will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.
4. Obligations of Sub-grantee. Pursuant to, and to the extent provided in, this Agreement, Sub-grantee shall take the following actions:
- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements.
 - b. Satisfy Sub-grantee’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require. Sub-grantee may utilize its payment of staff salaries, benefits and expenses in administrative support for the Project to satisfy its Match Obligation.
 - c. Notify Omnitrans of any changes in the scope or description of the Project.
 - d. Certify to Omnitrans for each Disbursement Request that, to the best of Sub-grantee’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law and that Sub-grantee will use the disbursement as indicated in the Disbursement Request found in Section 1. Sub-grantee shall provide Omnitrans the required signed Self-Certification Form by July 31 of each year, in accordance with FTA audit requirements.
 - e. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided Sub-grantee with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA.

- f. Ensure that all aspects of the Project and any aspect of Sub-grantee's participation in this Agreement and the actions contemplated of Sub-grantee by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
 - g. Sub-grantee shall provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.
 - h. The Sub-grantee shall comply with all applicable sections of FTA Circular 5010.1d pertaining to the management of federally funded assets. The Sub-grantee will provide all necessary information to Omnitrans so that Omnitrans can coordinate with the FTA related to the requirements in Circular 5010.1d.
- 5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Sub-grantee required under the terms of this Agreement. The Chief Executive Officer of Sub-grantee, or his or her designee, shall exercise the rights of Sub-grantee under this Agreement; however, any certifications of Sub-grantee required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other representative of Sub-grantee as is specified by action of the Sub-grantee's governing body.
- 6. Insurance. Sub-grantee shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.
 - a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
 - (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
 - (2) Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
 - b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.

- d. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Mutual Indemnification. Omnitrans and Sub-grantee shall defend, indemnify and hold the other Party, its officials, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the indemnifying Party, its officials, officers, employees, agents, and consultants related to a breach of this Agreement or any act or omission arising out of the activities governed by this Agreement. The indemnifying Party's obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to the indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of the indemnified Party, its officials, officers, employees, agents, and consultants. This is a comparative negligence provision and each Party shall bear their own costs to the extent to which they are each negligent. The indemnifying Party shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the indemnified Party, its officials, officers, employees, agents, and consultants. The indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified Party, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings. A Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the other Party, its officials, officers, employees, agents, and consultants.
8. Term. This Agreement shall terminate upon the completion of the disbursement of the Project Funds to Sub-grantee and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the Project. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than three (3) years from the date of the Agreement's execution date.
9. Force Majeure.
 - a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Sub-grantee as soon as Omnitrans is reasonably able to do so.
 - b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.
 - c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided

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

- d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.
10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
11. Authorization by Sub-grantee. Sub-grantee represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Sub-grantee's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
13. Additional Documents. Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.
15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.
16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.

17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement.
- a. Equal Construction. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.
- b. Internal Consistency. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:
- | | |
|--|--|
| TO OMNITRANS: | TO SUB-GRANTEE: |
|
Omnitrans
1700 West Fifth Street
San Bernardino, California 92411
Attention: Brenda Ramirez, Planner II |
Valley Transportation Services, Inc.
299 W. Foothill Blvd., Ste. 202
Upland, CA 91786
Attention: Beth Kranda, CEO |
20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE
GRANT AND NEW FREEDOM GRANT FUNDS**

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

OMNITRANS

VALLEY TRANSPORTATION SERVICES, INC.

By: _____
P. Scott Graham, CEO/General Manager

By: _____
Signature

Name

Title

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Legal Counsel

ITEM # E12

DATE: May 7, 2014

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Anna Rahtz, Acting Director of Planning and Development Services

SUBJECT: FUNDING AGREEMENT BETWEEN VALLEY TRANSPORTATION SERVICES AND OMNITRANS

FORM MOTION

Authorize the CEO/General Manager to execute the funding agreement between Omnitrans and Valley Transportation Services for \$312,500 of Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom federal funds awarded through SANBAG's 2013 Call for Projects.

This item has been reviewed and approved by Omnitrans legal counsel. This item has also been reviewed by the Plans and Programs Committee at its April 15, 2014, meeting, and recommended for approval.

BACKGROUND

On October 2, 2013, SANBAG's Board of Directors awarded Valley Transportation Services (VTrans) a total of \$312,500 in Section 5316 Job Access Reverse Commute (JARC) federal funds to commence their volunteer driver program through the 2013 Call for Projects. VTrans' Travel Reimbursement Escort Program (TREP), which is a volunteer driver program that will reimburse eligible seniors, persons with disabilities, and low income individuals for travel mileage.

These funds are part of a pass-through of federal funds in grants CA-37-X174, CA-57-X089 and state local transit funds. The budget identifies \$62,500 in Federal Transit Administration Section 5316 JARC and \$250,000 in Section 5317 NF funding. Local matching funds used by Valley Transportation Services will be Measure I funds. As the FTA grant recipient, Omnitrans will receive approximately \$12,500 for administrative costs and grant oversight.

This will be VTrans' first funding agreement for pass-through FTA funds awarded by SANBAG for the TREP program.

FUNDING SOURCES

Funding for this grant pass through is as follows:

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-37-X174	2012	VTrans TREP	G12L0013F	\$ 62,500
FTA	CA-57-X089	2012	VTrans TREP	G12L0N17F	\$134,020
FTA	TBD	2011	VTrans TREP	G11L0N17F	\$115,980
Total					\$312,500

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

CONCLUSION

Staff recommends the Board of Directors authorize the CEO/General Manager to execute the funding agreement between Valley Transportation Services and Omnitrans as part of SANBAG's 2013 Call for Projects pass-through award.

PSG:AR:JB:BR

**SUBGRANTEE FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE GRANT,
NEW FREEDOM GRANT FUNDS**

DUNs identification number 03-7102432

This Funding Agreement for Job Access Reverse Commute and New Freedom grant funds (“**Agreement**”) by and between Valley Transportation Services (“**Sub-grantee**”) and Omnitrans, a joint powers authority (“**Omnitrans**”), is entered into this ___ day of _____, 2014. Sub-grantee and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

Recitals

A. This Agreement describes the respective responsibilities of Sub-grantee and Omnitrans for capital and operating expenses (“**Project**”) in connection with Omnitrans Fiscal Year 2012 Section 5316 Job Access Reverse Commute (JARC) Grant Agreement hereto as the “**JARC Grant Agreement**” and Omnitrans Fiscal Year 2012 Section 5317 New Freedom (NF) Grant Agreement hereto as the “**NF Grant Agreement**” (referred to collectively herein as “**Grant Agreements**”).

B. Omnitrans previously submitted a grant application for Section 5316 JARC funds for Fiscal Year 2012 and Section 5317 NF funds for Fiscal Year 2012 to the Federal Transit Administration (“**FTA**”). The FTA awarded Omnitrans Section 5316 JARC (CFDA 20.516) funds and Section 5317 NF (CFDA 20.521) funds for Fiscal Year 2012 in the amounts shown in Grant Agreements (the “**Total FTA Grant Amount**”). The Parties now desire that the JARC and NF funds awarded to Omnitrans be used for the benefit of Sub-grantee, as a sub-grantee under the Grant Agreements.

C. Sub-grantee desires to operate a volunteer driver program, TREP, that will reimburse eligible seniors, persons with disabilities, and low income individuals for travel mileage.

D. Sub-grantee desires to undertake the Project and comply with all provisions of the Grant Agreements and applicable federal, state and local laws and regulations (“**Applicable Law**”).

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

1. Obligations of Omnitrans. Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:
 - a. Reimburse Sub-grantee for the Project, up to \$62,500 in Section 5316 JARC funds (Grant No. CA-37-X174), up to \$250,000 in Section 5317 NF funds (CA-57-X089 and grant funds awarded in 2011) (the “**Project Funds**”) in conformity with the following procedure:
 - (1) For each disbursement requested, Sub-grantee shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the “**Disbursement Request**”) by no later than the 15th of each month.
 - (2) Each Disbursement Request shall be accompanied by a written certification of Sub-grantee’s Executive Director that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and that

Sub-grantee will use the disbursement for the purpose indicated in the Disbursement Request.

- (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Sub-grantee as to what, if any, additional supporting documentation and background information it requires.
 - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Sub-grantee provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Sub-grantee through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
 - (5) To the extent that the FTA advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Sub-grantee certification, Omnitrans may solicit, at Sub-grantee expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law.
 - (6) Omnitrans shall have no liability to Sub-grantee for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Sub-grantee that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
 - b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Sub-grantee.
 - c. Conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to and paid from Section 5316 JARC funds (Grant No. CA-37-X174) and Section 5317 NF funds (Grant Nos. CA-57-X089) to account for all administration costs associated with managing the Project (the "**Administrative Expenses**"). Omnitrans will deduct an amount equal to 4% of the Project Funds (\$12,500) from the Total FTA Grant Amount as Administrative Expenses. Project Funds shall not be used for the Administrative Expenses.
3. Warranties of Sub-grantee. Sub-grantee warrants to Omnitrans that:

- a. Sub-grantee has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5316 JARC and Section 5317 NF grant funds (the “**Match Obligation**”). The approximate amount of the Match Obligation for the Project is \$312,500.
 - b. To Sub-grantee’s knowledge, Omnitrans’ prior submission of the FTA Section 5316 JARC and Section 5317 NF grant applications on behalf of Sub-grantee has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
 - c. Sub-grantee will conduct itself so that all aspects of the Project and any aspect of Sub-grantee’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Sub-grantee will use the disbursements for the purposes indicated in its Disbursement Request.
 - e. Sub-grantee will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
 - f. Sub-grantee will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.
4. Obligations of Sub-grantee. Pursuant to, and to the extent provided in, this Agreement, Sub-grantee shall take the following actions:
- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements.
 - b. Satisfy Sub-grantee’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require. Sub-grantee may utilize its payment of staff salaries, benefits and expenses in administrative support for the Project to satisfy its Match Obligation.
 - c. Notify Omnitrans of any changes in the scope or description of the Project.
 - d. Certify to Omnitrans for each Disbursement Request that, to the best of Sub-grantee’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law and that Sub-grantee will use the disbursement as indicated in the Disbursement Request found in Section 1. Sub-grantee shall provide Omnitrans the required signed Self-Certification Form by July 31 of each year, in accordance with FTA audit requirements.
 - e. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided

Sub-grantee with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA.

- f. Ensure that all aspects of the Project and any aspect of Sub-grantee's participation in this Agreement and the actions contemplated of Sub-grantee by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
 - g. Sub-grantee shall provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.
 - h. The Sub-grantee shall comply with all applicable sections of FTA Circular 5010.1d pertaining to the management of federally funded assets. The Sub-grantee will provide all necessary information to Omnitrans so that Omnitrans can coordinate with the FTA related to the requirements in Circular 5010.1d.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Sub-grantee required under the terms of this Agreement. The Chief Executive Officer of Sub-grantee, or his or her designee, shall exercise the rights of Sub-grantee under this Agreement; however, any certifications of Sub-grantee required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other representative of Sub-grantee as is specified by action of the Sub-grantee's governing body.
6. Insurance. Sub-grantee shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.
- a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
 - (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
 - (2) Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
 - b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.
 - d. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Mutual Indemnification. Omnitrans and Sub-grantee shall defend, indemnify and hold the other Party, its officials, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the indemnifying Party, its officials, officers, employees, agents, and consultants related to a breach of this Agreement or any act or omission arising out of the activities governed by this Agreement. The indemnifying Party's obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to the indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of the indemnified Party, its officials, officers, employees, agents, and consultants. This is a comparative negligence provision and each Party shall bear their own costs to the extent to which they are each negligent. The indemnifying Party shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the indemnified Party, its officials, officers, employees, agents, and consultants. The indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified Party, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings. A Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the other Party, its officials, officers, employees, agents, and consultants.
8. Term. This Agreement shall terminate upon the completion of the disbursement of the Project Funds to Sub-grantee and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the Project. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than three (3) years from the date of the Agreement's execution date.
9. Force Majeure.
- a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Sub-grantee as soon as Omnitrans is reasonably able to do so.
 - b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.

- c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.
- d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.
10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
11. Authorization by Sub-grantee. Sub-grantee represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Sub-grantee's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
13. Additional Documents. Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.
15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement.
- a. Equal Construction. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.
- b. Internal Consistency. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:
- | | |
|--|--|
| TO OMNITRANS: | TO SUB-GRANTEE: |
|
Omnitrans
1700 West Fifth Street
San Bernardino, California 92411
Attention: Brenda Ramirez, Planner II |
Valley Transportation Services
299 W. Foothill Blvd., Ste. 202
Upland, CA 91786
Attention: Beth Kranda, CEO |
20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE
GRANT, NEW FREEDOM GRANT FUNDS**

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

OMNITRANS

VALLEY TRANSPORTATION SERVICES,
INC.

By: _____
P. Scott Graham, CEO/General Manager

By: _____
Signature

Name

Title

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Legal Counsel

ITEM # E13

DATE: May 7, 2014

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Anna Rahtz, Acting Director of Planning and Development Services

**SUBJECT: FUNDING AGREEMENT BETWEEN POMONA VALLEY WORKSHOP
AND OMNITRANS**

FORM MOTION

Authorize the CEO/General Manager to execute the funding agreement between Omnitrans and Pomona Valley Workshop for \$442,711 of Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) federal funds awarded through SANBAG's 2013 Call for Projects.

This item has been reviewed and approved by Omnitrans legal counsel. This item has also been reviewed by the Plans and Programs Committee at its April 15, 2014, meeting, and recommended for approval.

BACKGROUND

On October 2, 2013, SANBAG's Board of Directors awarded Pomona Valley Workshop (PVW) a total of \$442,711 in Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) federal funds to continue their transportation program through the 2013 Call for Projects. PVW's transportation program provides round trips to Pomona Valley Workshop clients from home to job sites and/or programs sites.

These funds are part of a pass-through of federal funds in grants CA-37-X146, CA 37-X174 and CA-57-X062. The budget identifies \$318,751 in Federal Transit Administration Section 5316 JARC and \$123,960 in Section 5317 NF funding. Local matching funds are being passed through Valley Transportation Services. As the FTA grant recipient, Omnitrans will receive approximately \$17,708 for administrative costs and grant oversight.

This will be PVW's second funding agreement for pass-through FTA funds awarded by SANBAG. The first funding agreement was executed on January 4, 2012, and covered project costs for fiscal years 2012-2015.

FUNDING SOURCES

Funding for this grant pass through is as follows:

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-37-X146	2010	PVW	G10L0011F	\$ 64,039
FTA	CA-37-X174	2012	PVW	G12L0011F	\$254,712
FTA	CA-57-X062	2010	PVW	GL10L0N11F	\$123,960
Total					\$442,711

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

CONCLUSION

Staff recommends the Board of Directors authorize the CEO/General Manager to execute the second funding agreement between Pomona Valley Workshop and Omnitrans as part of SANBAG's 2013 Call for Projects pass-through award.

PSG:AR:JB:BR

**SUBGRANTEE FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE GRANT
AND NEW FREEDOM GRANT FUNDS**
DUNs identification number 08-4156991

This Funding Agreement for Job Access Reverse Commute and New Freedom grant funds (“**Agreement**”) by and between POMONA VALLEY WORKSHOP (“**Sub-grantee**”) and Omnitrans, a joint powers authority (“**Omnitrans**”), is entered into this ___ day of _____, 2014. Sub-grantee and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

Recitals

A. This Agreement describes the respective responsibilities of Sub-grantee and Omnitrans for capital and operating expenses in connection with Omnitrans Fiscal Year 2010 and 2012 Section 5316 Job Access Reverse Commute (JARC) Grant Agreement attached hereto as **Exhibit A** (the “**JARC Grant Agreement**”) and Omnitrans Fiscal Year 2010 Section 5317 New Freedom (NF) Grant Agreement attached hereto as **Exhibit B** (the “**NF Grant Agreement**”) (referred to collectively herein as “**Grant Agreements**”).

B. Omnitrans previously submitted a grant application for Section 5316 JARC funds for Fiscal Year 2010 & 2012 and Section 5317 NF funds for Fiscal Year 2010 to the Federal Transit Administration (“**FTA**”). The FTA awarded Omnitrans Section 5316 JARC (CFDA 20.516) funds and Section 5317 NF (CFDA 20.521) funds for Fiscal Year 2010 and 2012 in the amounts shown in the Grant Agreements (the “**Total FTA Grant Amount**”). The Parties now desire that the JARC and NF funds awarded to Omnitrans be used for the benefit of Sub-grantee, as a sub-grantee under the Grant Agreements.

C. Sub-grantee desires to continue and expand Pomona Valley Workshop in Motion transportation program that provides round trips to Pomona Valley Workshop clients from home to job sites and/or programs (the “**Project**”).

D. As a Sub-grantee receiving JARC and NF funds, Sub-grantee desires to undertake the Project and comply with all provisions of the Grant Agreements and applicable federal, state and local laws and regulations (“**Applicable Law**”).

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

1. **Obligations of Omnitrans.** Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:
 - a. Reimburse Sub-grantee for the Project, up to \$318,751 in Section 5316 JARC funds (Grant No. CA-37-X146 and CA-37-X174), up to \$123,960 in Section 5317 NF funds (CA-57-X062) (the “**Project Funds**”) in conformity with the following procedure:
 - (1) For each disbursement requested, Sub-grantee shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the “**Disbursement Request**”) by no later than the 15th of each month.

- (2) Each Disbursement Request shall be accompanied by a written certification of Sub-grantee's Executive Director and/or Director of Administration that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and that Sub-grantee will use the disbursement for the purpose indicated in the Disbursement Request.
 - (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Sub-grantee as to what, if any, additional supporting documentation and background information it requires.
 - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Sub-grantee provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Sub-grantee through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
 - (5) To the extent that the FTA advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Sub-grantee certification, Omnitrans may solicit, at Sub-grantee expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law.
 - (6) Omnitrans shall have no liability to Sub-grantee for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Sub-grantee that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
 - b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Sub-grantee.
 - c. Conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to and paid from Section 5316 JARC funds (Grant No. CA-37-X146 and CA-37-X174), and Section 5317 NF funds (Grant Nos. CA-57-X062) to account for all administration costs associated with managing the Project (the "**Administrative Expenses**"). Omnitrans will deduct an amount equal to 4% of the Project Funds (\$17,708) from the Total FTA Grant Amount as Administrative Expenses. Project Funds shall not be used for the Administrative Expenses.

3. Warranties of Sub-grantee. Sub-grantee warrants to Omnitrans that:

- a. Sub-grantee has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5316 JARC and Section 5317 NF grant funds (the “**Match Obligation**”). The approximate amount of the Match Obligation for the Project is \$312,421.
- b. To Sub-grantee’s knowledge, Omnitrans’ prior submission of the FTA Section 5316 JARC and Section 5317 NF grant application on behalf of Sub-grantee has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
- c. Sub-grantee will conduct itself so that all aspects of the Project and any aspect of Sub-grantee’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
- d. Sub-grantee will use the disbursements for the purposes indicated in its Disbursement Request.
- e. Sub-grantee will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
- f. Sub-grantee will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.

4. Obligations of Sub-grantee. Pursuant to, and to the extent provided in, this Agreement, Sub-grantee shall take the following actions:

- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements.
- b. Satisfy Sub-grantee’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require. Sub-grantee may utilize its payment of staff salaries, benefits and expenses in administrative support for the Project to satisfy its Match Obligation.
- c. Notify Omnitrans of any changes in the scope or description of the Project.
- d. Certify to Omnitrans for each Disbursement Request that, to the best of Sub-grantee’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law and that Sub-grantee will use the disbursement as indicated in the Disbursement Request found in Section 1. Sub-grantee shall provide Omnitrans the required signed Self-Certification Form by July 31 of each year, in accordance with FTA audit requirements.
- e. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates.

In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided Sub-grantee with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA.

- f. Ensure that all aspects of the Project and any aspect of Sub-grantee's participation in this Agreement and the actions contemplated of Sub-grantee by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
 - g. Sub-grantee shall provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.
 - h. The Sub-grantee shall comply with all applicable sections of FTA Circular 5010.1d pertaining to the management of federally funded assets. The Sub-grantee will provide all necessary information to Omnitrans so that Omnitrans can coordinate with the FTA related to the requirements in Circular 5010.1d.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Sub-grantee required under the terms of this Agreement. The Chief Executive Officer of Sub-grantee, or his or her designee, shall exercise the rights of Sub-grantee under this Agreement; however, any certifications of Sub-grantee required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other representative of Sub-grantee as is specified by action of the Sub-grantee's governing body.
6. Insurance. Sub-grantee shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.
- a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
 - (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
 - (2) Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
 - b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.
 - d. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
- 7. Mutual Indemnification. Omnitrans and Sub-grantee shall defend, indemnify and hold the other Party, its officials, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the indemnifying Party, its officials, officers, employees, agents, and consultants related to a breach of this Agreement or any act or omission arising out of the activities governed by this Agreement. The indemnifying Party's obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to the indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of the indemnified Party, its officials, officers, employees, agents, and consultants. This is a comparative negligence provision and each Party shall bear their own costs to the extent to which they are each negligent. The indemnifying Party shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the indemnified Party, its officials, officers, employees, agents, and consultants. The indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified Party, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings. A Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the other Party, its officials, officers, employees, agents, and consultants.
- 8. Term. This Agreement shall terminate upon the completion of the disbursement of the Project Funds to Sub-grantee and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the Project. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than three (3) years from the date of the Agreement's execution date.
- 9. Force Majeure.
 - a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Sub-grantee as soon as Omnitrans is reasonably able to do so.
 - b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.

- c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.
 - d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.
- 10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
 - 11. Authorization by Sub-grantee. Sub-grantee represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Sub-grantee's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
 - 12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
 - 13. Additional Documents. Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
 - 14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.
 - 15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement.
- a. Equal Construction. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.
- b. Internal Consistency. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:
- | | |
|---------------------------------------|--|
| TO OMNITRANS: | TO SUB-GRANTEE: |
|
 |
 |
| Omnitrans | POMONA VALLEY WORKSHOP |
| 1700 West Fifth Street | 4650 Brooks Street |
| San Bernardino, California 92411 | Montclair, CA 91763 |
| Attention: Brenda Ramirez, Planner II | Attention: Karen Jones, Executive Director |
20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE
GRANT AND NEW FREEDOM GRANT FUNDS**

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

OMNITRANS

POMONA VALLEY WORKSHOP

By: _____
P. Scott Graham, CEO/General Manager

By: _____
Signature

Name

Title

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Legal Counsel

Exhibit "A"
JARC Grant Agreements

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-18, October 1, 2011)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(18), October 1, 2011, <http://www.fta.dot.gov/documents/18-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-37-X146-00

Grantee: OMNITRANS

Citation of Statute(s) Authorizing Project: 49 USC 5316 - Job Access and Reverse Commute/TEA-21 3037

Estimated Total Eligible Cost (in U.S. Dollars): \$2,760,692

Maximum FTA Amount Awarded (Including All Amendments) (in U.S. Dollars): \$2,208,554

Amount of This FTA Award (in U.S. Dollars): \$2,208,554

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 9/26/2011

Project Description:

FY09-10 Section 5316 JARC Funds

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
12/14/2011

EXECUTION OF GRANT AGREEMENT

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Milo Victoria
CEO/General Manager
OMNITRANS
12/19/2011

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-18, October 1, 2011)

It is the practice of the Federal Transit Administration to enter into a formal agreement with the Designated Recipient for projects that the Designated Recipient does not carry out directly. Under this Grant Agreement, the Grant Recipient is not the Designated Recipient. Therefore, the Designated Recipient hereby agrees to permit the Grant Recipient under this Grant Agreement to receive and dispense the Federal assistance funds described in this Grant Agreement. The Designated Recipient further agrees that the Grant Recipient shall assume all responsibilities set forth in this Grant Agreement.

The Federal Government and the Grant Recipient under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this

Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grant Recipient as described above.

FTA Official:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Designated Recipient:
Rosemary Ayala
Senior Administrative Officer
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Grant Recipient:
Milo Victoria
CEO/General Manager
OMNITRANS
12/19/2011

Exhibit "B"
NF Grant Agreement

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-17, October 1, 2010)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(17), October 1, 2010,
<http://www.fta.dot.gov/documents/17-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-57-X062-00

Grantee: OMNITRANS

Citation of Statute(s) Authorizing Project: 49 USC 5317 - New Freedom

Estimated Total Eligible Cost (in U.S. Dollars): \$1,152,966

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$922,373

Amount of This FTA Award (in U.S. Dollars): \$922,373

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date:

Project Description:

FY09-10 - 5317 New Freedom Funds

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
09/23/2011

EXECUTION OF GRANT AGREEMENT

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Milo Victoria
CEO/General Manager
OMNITRANS
09/28/2011

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-17, October 1, 2010)

It is the practice of the Federal Transit Administration to enter into a formal agreement with the Designated Recipient for projects that the Designated Recipient does not carry out directly. Under this Grant Agreement, the Grant Recipient is not the Designated Recipient. Therefore, the Designated Recipient hereby agrees to permit the Grant Recipient under this Grant Agreement to receive and dispense the Federal assistance funds described in this Grant Agreement. The Designated Recipient further agrees that the Grant Recipient shall assume all responsibilities set forth in this Grant Agreement.

The Federal Government and the Grant Recipient under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this

Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grant Recipient as described above.

FTA Official:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Designated Recipient:
Rosemary Ayala
Senior Administrative Officer
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Grant Recipient:
Milo Victoria
CEO/General Manager
OMNITRANS
09/28/2011

ITEM # E14

DATE: May 7, 2014

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Donald Walker, Director of Finance

**SUBJECT: RECOMMENDATION - FORWARD FUEL PURCHASE PROGRAM
FISCAL YEAR 2015**

FORM MOTION

Approve Omnitrans' recommendation to continue the Forward Fuel Purchase Program in FY2015 for twelve (12) months when the price per gallon is equal to or less than the \$0.92 budgeted per gallon for FY2015.

This item was reviewed by the Administrative & Finance Committee at its April 17, 2014 meeting, and recommended to the Board of Directors for approval.

BACKGROUND

The Forward Fuel Purchase Program was implemented in May 2009 to increase the predictability of Omnitrans Compressed Natural Gas (CNG) costs and reduce operational uncertainty in the event of dramatic fuel price increases in the open market. The current program was established in February 2012, and fixes the price of approximately 150,000 or 45% of Omnitrans' monthly CNG usage through the end June 30, 2014. This recommendation is presented in order to comply with the requirements of the Omnitrans Forward Fuel Purchase Policy and Procedure.

Table I below provides the history of the total price per gallon since the implementation of the current hedge program (February 2012 through April 2014), along with the definitions used in the hedge program. May 2014 and June 2014 are also included based on the projections from Morgan Stanley's monthly statement. The price per gallon ranges from a low of \$0.80 in May 2012 to a high of \$0.98 in March 2014.

The total cost per gallon is determined by the weighted average of the spot market and the hedge price, plus additional costs. Most notable of the additional cost is Clean Energy's fixed cost of \$0.51 cents per gallon. The fixed cost includes liquefaction, delivery, and administrative overhead.

Table I – Hedge History

<i>Hedge Gallons</i>		<i>150,000</i>	<i>43.5%</i>										
<i>Spot Gallons</i>		<i>195,000</i>	<i>56.5%</i>										
<i>Monthly Usage</i>		<i>345,000</i>	<i>100.0%</i>										
	<u>Description</u>	<u>Jul-11</u>	<u>Aug-11</u>	<u>Sep-11</u>	<u>Oct-11</u>	<u>Nov-11</u>	<u>Dec-11</u>	<u>Jan-12</u>	<u>Feb-12</u>	<u>Mar-12</u>	<u>Apr-12</u>	<u>May-12</u>	<u>Jun-12</u>
1.	Spot								\$0.2021	\$0.2213	\$0.1811	\$0.1683	\$0.2007
2.	Hedge								\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768
3.	SoCal Differential								\$0.0120	\$0.0174	\$0.0140	\$0.0116	\$0.0182
4.	Effective Price								\$0.2466	\$0.2628	\$0.2368	\$0.2270	\$0.2520
5.	Hedge Administration								\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007
6.	Clean Energy Fixed Cost								\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140
7.	Sales Tax								\$0.0609	\$0.0622	\$0.0601	\$0.0593	\$0.0613
8.	Total Price								\$0.8222	\$0.8397	\$0.8116	\$0.8011	\$0.8280

Board Chair Alan Wapner and Members of the Omnitrans Board of Directors
May 7, 2014 - Page 3

	Description	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
1.	Spot	\$0.2293	\$0.2488	\$0.2177	\$0.2498	\$0.2869	\$0.3055	\$0.2772	\$0.2666	\$0.2832	\$0.3286	\$0.3431	\$0.3428
2.	Hedge	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768
3.	SoCal Differential	\$0.0081	\$0.0019	\$0.0132	\$0.0103	\$0.0107	\$0.0140	\$0.0136	\$0.0273	\$0.0050	\$0.0126	(\$0.0132)	\$0.0021
4.	Effective Price	\$0.2580	\$0.2628	\$0.2566	\$0.2719	\$0.2931	\$0.3070	\$0.2907	\$0.2983	\$0.2854	\$0.3187	\$0.3011	\$0.3163
5.	Hedge Administration	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007
6.	Clean Energy Fixed Cost	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140
7.	Sales Tax	\$0.0618	\$0.0622	\$0.0617	\$0.0629	\$0.0646	\$0.0657	\$0.0664	\$0.0671	\$0.0660	\$0.0688	\$0.0673	\$0.0686
8.	Total Price	\$0.8345	\$0.8397	\$0.8330	\$0.8495	\$0.8725	\$0.8875	\$0.8718	\$0.8801	\$0.8661	\$0.9022	\$0.8831	\$0.8995

	Description	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
1.	Spot	\$0.3064	\$0.2859	\$0.2948	\$0.2891	\$0.2889	\$0.3155	\$0.3642	\$0.4593	\$0.4012	\$0.3788	\$0.3612	\$0.3640
2.	Hedge	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768	\$0.2768
3.	SoCal Differential	\$0.0019	\$0.0114	\$0.0056	\$0.0031	\$0.0191	\$0.0033	\$0.0140	(\$0.0291)	\$0.0455	(\$0.0025)	0.0072	0.0072
4.	Effective Price	\$0.2954	\$0.2933	\$0.2926	\$0.2869	\$0.3027	\$0.3020	\$0.3403	\$0.3508	\$0.3926	\$0.3320	\$0.3317	\$0.3333
5.	Hedge Administration	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007
6.	Clean Energy Fixed Cost	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140
7.	Sales Tax	\$0.0668	\$0.0667	\$0.0666	\$0.0661	\$0.0674	\$0.0674	\$0.0705	\$0.0714	\$0.0749	\$0.0699	\$0.0698	\$0.0700
8.	Total Price	\$0.8769	\$0.8747	\$0.8739	\$0.8677	\$0.8849	\$0.8841	\$0.9255	\$0.9369	\$0.9821	\$0.9165	\$0.9162	\$0.9179

1. *Spot Price – the price of fuel on the open market.*
2. *Hedge Price – the fixed price of fuel through Morgan Stanley.*
3. *SoCal Differential – the difference between the Henry Hub index price and the SoCal index price.*
4. *Effective Price – the price of fuel calculated as follows: (43.5% x Hedge price) + (56.5% x Spot Price) + SoCal Differential*
5. *Hedge Administration – monthly charge by Morgan Stanley*
6. *Clean Energy Fixed Cost – liquefaction, delivery, and administrative costs per delivery.*
7. *Sales Tax – San Bernardino County current sales tax rate per delivery.*
8. *Total Price – the all-inclusive price per gallon of fuel.*

Below is the most recent quote obtained in March 2014 from the Morgan Stanley's Futures Specialist. The Specialist quoted a hedge price of \$0.3686 for twelve months beginning July 1, 2014, and ending June 30, 2015. If Omnitrans were to hedge at \$0.3686, with the current market at \$0.3851, we would exceed our price per gallon budget by \$0.0579. When multiplied by the usage and a conversion factor of 1.6 for converting LNG to CNG, the resultant \$0.0579 equates to a potential loss of \$35,800 monthly, or \$429,700 for one year. Based on the current market condition of \$0.3851 per gallon, Omnitrans should hedge at or below \$0.2308 as not to exceed the budgeted price of \$0.92 per gallon.

<i>Hedge Gallons</i>	<i>150,000</i>	<i>38.8%</i>
<i>Spot Gallons</i>	<i>236,500</i>	<i>61.2%</i>
<i>Monthly Usage</i>	<i>386,500</i>	<i>100.0%</i>
<u>Description</u>	<u>Current Market</u>	<u>Recommended</u>
Spot Price	\$0.3851	\$0.3851
Hedge Price	\$0.3686	\$0.2308
SoCal Differential	\$0.0100	\$0.0100
<i>Effective Price</i>	<i>\$0.3887</i>	<i>\$0.3352</i>
Hedge Administration	\$0.0007	\$0.0007
Clean Energy Fixed Cost	\$0.5140	\$0.5140
Sales Tax	\$0.0745	\$0.0701
Total Price	\$0.9779	\$0.9200

Given the current market conditions, Table II below, presented for informational purposes, gives the price at which Omnitrans should hedge based on different spot market prices. No one, -not even the experts, -can accurately predict fuel prices. However, a prudent approach to hedging can reduce Omnitrans' exposure to dramatic fuel price increases. Staff will continue to monitor the spot market and hedge price of fuel to continue the hedging program if the budget criteria is met.

Table II – Hedging Levels

<i>Hedge Gallons</i>	<i>150,000</i>	<i>38.8%</i>
<i>Spot Gallons</i>	<i>236,500</i>	<i>61.2%</i>
<i>Monthly Usage</i>	<i>386,500</i>	<i>100.0%</i>

	<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>
1.	Spot Price	\$0.3851	\$0.3751	\$0.3651	\$0.3551	\$0.3451	\$0.3351	\$0.3251	\$0.3151	\$0.3051	\$0.2951	\$0.2851	\$0.2751
2.	Hedge Price	\$0.2308	\$0.2466	\$0.2622	\$0.2779	\$0.2937	\$0.3095	\$0.3253	\$0.3411	\$0.3568	\$0.3725	\$0.3883	\$0.4041
3.	SoCal Differential	\$0.0100	\$0.0100	\$0.0100	\$0.0100	\$0.0100	\$0.0100	\$0.0100	\$0.0100	\$0.0100	\$0.0100	\$0.0100	\$0.0100
4.	<i>Effective Price</i>	<i>\$0.3352</i>	<i>\$0.3352</i>	<i>\$0.3352</i>	<i>\$0.3351</i>	<i>\$0.3352</i>	<i>\$0.3352</i>	<i>\$0.3352</i>	<i>\$0.3352</i>	<i>\$0.3352</i>	<i>\$0.3351</i>	<i>\$0.3352</i>	<i>\$0.3352</i>
5.	Hedge Administration	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007	\$0.0007
6.	Clean Energy Fixed Cost	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140	\$0.5140
7.	Sales Tax	\$0.0701	\$0.0701	\$0.0701	\$0.0701	\$0.0701	\$0.0701	\$0.0701	\$0.0701	\$0.0701	\$0.0701	\$0.0701	\$0.0701
8.	Total Price	\$0.9200	\$0.9200	\$0.9200	\$0.9200	\$0.9200	\$0.9200	\$0.9200	\$0.9200	\$0.9200	\$0.9200	\$0.9200	\$0.9200

CONCLUSION

Approval of this item will establish specific requirements before implementing/continuing Omnitrans' Forward Fuel Purchase Program.

PSG:djw

RESOLUTION NO. 273-14**A RESOLUTION OF THE OMNITRANS BOARD OF DIRECTORS, SAN BERNARDINO COUNTY, CALIFORNIA AUTHORIZING THE FILING OF TRANSPORTATION DEVELOPMENT ACT, ARTICLE 4, REIMBURSEMENT CLAIM TO THE SAN BERNARDINO ASSOCIATED GOVERNMENTS.**

WHEREAS, Omnitrans is providing public transit services within San Bernardino County; and

WHEREAS, a portion of these services are funded through the Transportation Development Act, Article 4, which are subsequently administered and distributed by the San Bernardino Associated Governments, not to exceed the amount approved by the Omnitrans Board of Directors, in the adopted budget for Fiscal Year 2015.

NOW, THEREFORE BE IT RESOLVED BY THE OMNITRANS BOARD OF DIRECTORS, that: the Omnitrans CEO/General Manager is hereby authorized to file an Article 4, transportation development act claim with the San Bernardino Associated Governments not to exceed the amount approved by the Omnitrans Board of Directors, in the adopted budget for Fiscal Year 2015.

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Omnitrans Board of Directors, at their regular meeting held on the 7th day of May, 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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

The foregoing resolution is hereby approved this 7th day of May 2014.

Alan D. Wapner
Board Chair, Omnitrans Board of Directors

Approved as to form:

Carol Greene
Counsel for Omnitrans

RESOLUTION NO. 274-14**A RESOLUTION AUTHORIZING THE FILING OF FISCAL YEAR 2015 APPLICATIONS WITH FEDERAL, STATE AND LOCAL FUNDING SOURCES, PARTICULARLY THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY TITLE 23 U.S.C. AND TITLE 49 U.S.C. CHAPTER 53 AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.**

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for transportation projects;

WHEREAS, a grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

WHEREAS, the Applicant has knowledge now or will gain knowledge in the future of additional funding opportunities through other Federal, State, or local sources;

NOW, THEREFORE, BE IT RESOLVED BY THE OMNITRANS BOARD OF DIRECTORS:

1. That Omnitrans' CEO/General Manager or his/her designee is authorized to execute and file applications for Federal assistance on behalf of Omnitrans with the Federal Transit Administration for Federal assistance authorized by Title 23 U.S.C. and Title 49 U.S.C. Chapter 53, or other Federal statutes authorizing a project administered by the Federal Transit Administration. The Applicant has received authority from the Designated Recipient to apply for Urbanized Area Formula Program assistance and Capital Program assistance. Further, Omnitrans' CEO/General Manager is authorized to file and execute applications for financial assistance from other Federal, State and local funding sources that will enhance or improve the existing transit services it provides.
2. That Omnitrans' CEO/General Manager is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.

3. That Omnitrans' CEO/General Manager is authorized to execute grant and cooperative agreements with the Federal Transit Administration as well as other Federal, State and local funding sources on behalf of Omnitrans.

CERTIFICATION

The undersigned duly qualified CEO/General Manager acting on behalf of Omnitrans certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Omnitrans Board of Directors held on this 7th day of May 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

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

The foregoing resolution is hereby approved this 7th day of May 2014.

Alan D. Wapner
Chair, Omnitrans Board of Directors

Approved as to form:

Carol Greene
Counsel for Omnitrans

Other
Wednesday, March 05, 2014

ITEM #E17

HISPANICLIFESTYLE.COM

Diane Caldera, New Director of Operations at Omnitrans



By admin on March 5, 2014 in Business, Inland Empire, Transportation

Diane Caldera is the new Director of Operations at [Omnitrans](#) after serving eight months as "interim" Director.

Caldera joined Omnitrans in 2005 as a Coach Operator. Within six months she took a position in Human Resources then later returned to Operations to work as a Field Supervisor. Caldera was quickly promoted to Assistant Transportation Manager where she spent seven years managing and mentoring others.

Prior to Omnitrans, Caldera worked as a Code Enforcer for 11 years at the City of San Bernardino and spent four years working at Rim of the World School District as the Executive Director of its High Hopes program. Caldera also has 30-year military career and is currently serving as a Major in the Air Force Reserve.

Caldera oversees more than 400 employees responsible for delivering public bus service across the San Bernardino Valley. Her department also manages transportation contracts to provide demand response services: OmniLink, a general public dial-a-ride; and, Access, transportation for persons with disabilities.

Caldera relishes her role in the launch of Omnitrans' new bus rapid transit line in April. "sbX is a challenge because it's new and unknown, but the extensive training and testing we're doing will have us well prepared," says Caldera. Read more about Diane Caldera at [Omnitrans Blog](#).

Omnitrans currently employs about 640 people directly and has 220 contracted employees. Annual ridership tops 16 million on 32 bus routes and paratransit services combined. The agency fleet includes 177 transit coaches and 105 vans and minibuses for demand response service.

Other
Thursday, March 13, 2014



Transit Projects Promise Greater Convenience and Connectivity

Posted on 03/13/2014 Written by VANESSA FINNEY



Train & sbX bus together

San Bernardino, CA, March 13, 2014 – Ground has broken on a transportation project in San Bernardino that will benefit commuters using the Mountain Area Regional Transit Authority. Formerly known as “MARTA,” the local bus service company now goes by the nickname “Mountain Transit.” Its off-the-mountain service currently drops off patrons at the historic Santa Fe Depot. Once the new San Bernardino Transit Center is constructed at Rialto Avenue and “E” Street downtown, Big Bear bus riders will have more options to travel around the Inland Empire.

The Transit Center will be a multi-modal transportation hub where local bus services like Mountain Transit, Omnitrans bus routes, the sbX Bus Rapid Transit service and Metrolink trains will converge. The public can transfer from one mode of transportation to another at this hub and go in various directions.

The Transit Center will also make life easier for college students, since it’s being built just two blocks from San Bernardino Valley College. Construction is expected to be completed in early 2015.

The Santa Fe depot is currently the end of the line for the Metrolink commuter train service, but service will be extended one mile east to to the new transit center by the summer of 2016, and eventually nine miles further to via the future Redlands Passenger Rail Project.

Patrick Morris, who is both Metrolink Chairman and City of San Bernardino Mayor says that making connections between different modes of transportation like this enhances the benefits to current transit users and makes them more attractive to future users.

Other

Friday, March 14, 2014



FRIDAY, MARCH 14, 2014

The Reality of Omnitrans' Proposed Fare Hikes

Proposed Fares

- Omnitrans has not raised fares since September 2009. Omnitrans must close a funding gap of \$12.8 million between FY2015-2020 and must maintain a farebox recovery ratio of 20%.
- Omnitrans proposes three fare increases in the **OmniCONNECTS** Plan as shown below and proposes implementing the 2014 fare change. Prior to implementation of 2016 or 2018 fare changes, additional public hearings and approvals are required.

Fixed Route Fares: Local, Express, sbX and OmniGo

	Today	Sept 2014	Sept 2016	Sept 2018
Cash/Ticket Fares				
Full-Fare	\$1.50	\$1.75	\$2.00	\$2.25
Senior/Disability	\$0.60	\$0.75	\$0.90	\$1.00
Day Passes (Single)				
Full-Fare	\$4.00	\$5.00	\$6.00	\$6.75
Senior/Disability	\$1.85	\$2.25	\$2.75	\$3.00
7-Day Passes				
Full Fare	\$15.00	\$18.00	\$20.00	\$23.00
Senior/Disability	\$7.00	\$8.00	\$9.00	\$11.00
Youth	\$11.00	\$14.00	\$15.00	\$17.00
31-Day Passes				
Full Fare	\$47.00	\$55.00	\$60.00	\$69.00
Senior/Disability	\$23.50	\$27.50	\$30.00	\$34.50
Youth	\$35.00	\$41.00	\$45.00	\$52.00

OmniliNK Fares¹

	Today	Sept 2014	Sept 2016	Sept 2018
Cash Fares				
Full-Fare	\$3.00	\$3.50	\$4.00	\$4.50
Senior/Disability	\$1.50	\$1.75	\$2.00	\$2.25
Youth	\$2.00	\$2.50	\$3.00	\$3.50
10-Ticket Books				
Full-Fare	\$27.00	\$31.50	\$36.00	\$40.50
Senior/Disability	\$13.50	\$15.75	\$18.00	\$20.25
Youth	\$18.00	\$22.50	\$27.00	\$31.50

¹: OmniliNK fares proposed should OmniliNK service not be eliminated as proposed in OmniCONNECTS.

Access Fares

	Today	Sept 2014	Sept 2016	Sept 2018
1-3 Zone Cash/Ticket	\$2.75	\$3.25	\$3.75	\$4.25
Each Additional Zone Beyond the Boundary	\$1.00	\$1.00	\$1.00	\$1.00
Additional Fee	\$5.00	\$5.00	\$5.00	\$5.00



New Proposed Zone Boundaries: Mountain Ave, Milliken Ave, Sierra Ave, E Street and Ford St.

Proposed Omnitrans Fares

Source: Omnitrans

Omnitrans has [proposed a fare increase and major route changes](#) effective September 2, 2014 as part of a 6 year short range transit plan. The agency is now receiving public comments through April 7. The good news is Omnitrans has proposed no wholesale service cuts with the exception of cancelling the OmniLink general public Dial-A-Ride service in Chino Hills and Yucaipa. In fact, there are some good service improvements being proposed. We'll analyse those next week but first, let's cover the proposed fare hikes.



A Government Budget Shortfall...Yet Again.

Omnitrans has projected a \$12.8 million funding shortfall. We know what you're thinking: Here we go again...

With this troubling news said, here is the outlet to submit comments related to the fare increases and service changes now through April 7:

Mail: Omnitrans Planning Dept., 1700 W. Fifth St., San Bernardino, CA 92411

Email: Tembi.Morales@omnitrans.org

Phone: 909-379-7250

Now before anybody begins ranting anger or dissent toward Omnitrans' Planning Department, here are some facts that concerned bus riders should note:

Generally speaking, situations where a local transit agency is faced with budget problems are likely due to a cause that is no fault of its own. Omnitrans has limited power of what goes on outside of transit-related matters in San Bernardino County. This includes policies and regulations on economic growth; land use decisions; crime, street gangs, and vandalism; and state law that polices how funds are to be spent and how workers and crews are to be hired and paid. That means the agency's financial staff is often forced into a corner in deciding what needs to happen in order to get them out of the red.



Omnitrans Monthly Passes

Source: Omnitrans

The top solution a local entity can do of course is to curb unnecessary internal waste from the top down within the Agency. It has been proven to work. In 2010, then-CEO of Metrolink Jim Fenton instituted a simple shutdown policy that eliminated a whopping \$3-4 million per year of government waste caused by idling locomotives. Omnitrans should review how it spends its money, line by line and cut out any waste it finds.

We are aware that \$12.8 million is a lot of money and internal cost control will only be a fraction of the solution. Once the internal work to curb costs is done, the two options left at the local level are to cut

Monthly Pass: \$83.75

Valley Metro, Phoenix AZ:

Cash Fare: \$2.00

Day Pass: \$6

Monthly Pass: \$64

RTC, Las Vegas NV:

Cash Fare: \$2.00 (Outside the LV Strip)

Day Pass: \$5.00

Monthly Pass: \$65.00



Montclair TransCenter

© Wikimeida/Amerique CC-BY-SA

Getting to the bottom of Omnitrans' \$12.8M deficit problem

Again, we must restate that increasing the fares is much more desirable than tearing apart productive bus transit lines. With that said, fare hikes must be the last resort. That's where elected officials can and should take a leadership role in solving this \$12.8 million deficit from its roots, solutions that go way beyond what Omnitrans planning staff can do or propose. Here are three proven solutions that elected officials should debate and agree upon in order to get a first-rate, crime-free transit system in San Bernardino County that is fully paid for:

1. Cut the Government Waste at the state level:

Get all inflated costs down to the market rates which includes transportation infrastructure. That's going to require some hard-ball debate with labor union leaders.

We should not be paying \$131 million for a mile of high speed rail infrastructure when it cost Japan \$63 million per mile for a similar HSR system. Likewise, taxpayers should not have to pay \$3-4 million for a railroad grade crossing upgrade in Box Springs that would have cost \$250,000 to build in other states. Nor should a 157-space proposed Park & Ride in Temecula be allowed to balloon to \$2.36 million or \$15,000 per space when the market rate to construct a parking lot is about \$2,000-6,000 per space. Where is all that excessive money going? Who is going to be courageous enough to solve this problem by defending the truth and stopping this out-of-control money fountain paid for by us?



2.
Rid the crime and rebuild the family:

Crime and gangs obstruct the transit system simply due to vandalism and lack of economic growth.

Stop kids from joining gangs by spreading a firm message of rebuilding the family unit and impose better discipline at schools. Get troubled or undisciplined youth without caring parents to a positive mentor. Network with the law-abiding citizens, flood the streets of troubled neighborhoods with law enforcement to stop the violence, and lock up the criminals and vandals. Work with those incarcerated who desire to turn away from the criminal culture and offer rehabilitation programs so they can reintegrate back into the community and find good work in the marketplace once their sentences are served.



3.
Support policies that would improve the market economy without harming the environment.

A significant reason why Omnitrans is broke is because the cities in the transit agency's service area are generally not enticing the private sector to invest in good jobs in order to generate the necessary tax revenue to pay for the majority of its bus operations--at most 80% comes from taxes; at least 20% comes from fares.

We know we're generalizing and there are some exceptions: Loma Linda is a powerful medical employment hub and logistics is growing in the Ontario and southeast San Bernardino areas. However, where are the smart growth marketplace investments in places like downtown Fontana, Colton, Grand Terrance and Rialto that would put residents to work? Those regions can be robust job hubs which generates the tax revenue. Productive employees electing to ride the bus also help pay for the system through their fares.

If you want to take an active role in Omnitrans' public hearing on the fare hikes, get your comments to Omnitrans. However, the transit agency alone cannot adopt these three solutions on its own. Elected

officials from all levels must take a leadership role to cut the waste, rid the crime, and get San Bernardino County's economy back into a robust state. If government officials from all levels work on these three areas, Omnitrans will be robust once again with a healthy budget out of the red.

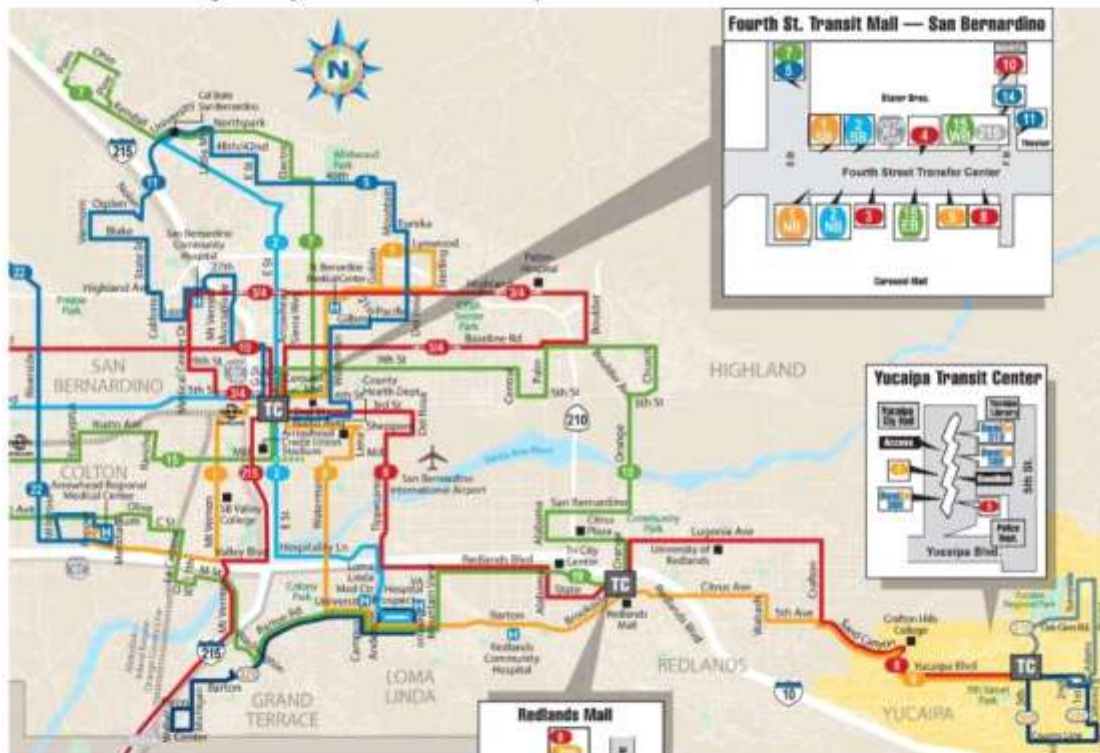
Other

Tuesday, March 18, 2014



TUESDAY, MARCH 18, 2014

Is Omnitrans moving away from Hub-and-Spoke in Downtown San Bernardino?



Current hub-and-spoke Omnitrans Routing System as of March, 2013. Visit Omnitrans.org for updated schedules.

Graphic: Omnitrans

The [proposed Omnitrans route changes](#) generally look promising to bus riders but there are a few exceptions. Before we look at the good proposals which we will cover later this week, we need to get the questionable ones into the public square of debate.

The Omnitrans bus transit system in the East Valley area which includes downtown San Bernardino generally operates under the hub-and-spoke model, meaning the routes connect with each other at a transit hub with timed transfers and serve major corridors before rejoining again at the next hub. RTA also

In contrast, the grid model has routes serving the major streets directly without going to one or more centralized transfer points. Los Angeles Metro and OCTA for example generally operates under the grid system. Buses should generally have a service frequency of 15 minutes or better to operate an efficient grid-based bus system with the roads themselves designed as a grid on flat land; otherwise the hub-and-spoke design would fare better. That is to maintain timed transfers between lower frequency lines which reduces connection wait times at intersections. That is exactly why getting around some parts of LA's San Fernando Valley and South Orange County seems to be difficult by bus given the reduced headways.

Omnitrans' Questionable East Valley Proposed Changes



Omnitrans will continue to have Route 8 serve the Yucaipa-San Bernardino corridor with 30 minute headways between San Bernardino and Redlands and hourly service east to Yucaipa. Unfortunately, Route 8 will no longer connect to the Yucaipa Transit Center and instead terminate at Crafton Hills

College.

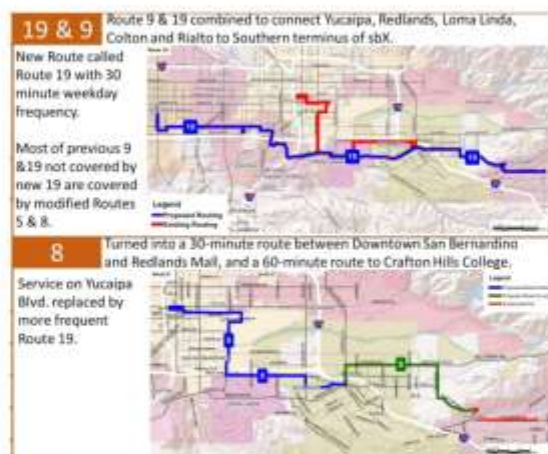
Debate: Are these proposals good?



We're not downright opposing these proposals, but they are very questionable and need to bring them up for debate.

Route 5: If the ridership facts back up an unlikely argument that an insufficient number of riders aboard Route 5 board or alight at downtown and productivity would be better by having the route bypass the hub with a timed connection to Route 3/4 at Baseline Road as an alternative, then the re-routing proposal would be fine. Since there is much activity in the central city area, that notion is highly unlikely, but it is possible.


To be fair the Route 3/4 circulator is proposed for 15 minute headways. Line 5 is also proposed to operate more frequently with 30 minute headways but that is still far short of an interval to have it bypass the transit hub.



Routes 8, 9, 19: The same holds true for the proposed service changes for the Yucaipa-downtown corridor. Citizens living in Yucaipa should have a single-seat ride from its transit hub to the downtown San Bernardino transit center. That would mean maintaining Route 8 service to the Yucaipa Transit Center. If Route 19 operated once every 15 minutes, the grid-like route design from the Yucaipa Transit Center

would function fine given the sbX transfer in Loma Linda, but Route 19 is proposed to operate every 30 minutes. Let's consider keeping the affected routes as hub-and-spoke.



 **HR** One last fact and question: Since officials propose to extend Metrolink to the downtown transit hub that would drive up connecting bus ridership, and the facility has a massive 20+ bus capacity, why is Omnitrans pulling the feeding local routes away from it?

THE SUN

Omnitrans seeking input on proposed rate, route changes

By [Ryan Hagen](#), *The Sun*

POSTED: 03/19/14, 6:28 PM PDT |
[1 COMMENT](#)

Omnitrans wants to know how people would feel about paying more for bus tickets and getting changed routes, so they've scheduled 11 public hearings beginning next week.

The proposed rate increases, the first since 2009, would increase the price of a single ticket from \$1.50 to \$1.75, a one-day pass from \$4 to \$5 and a 31-day pass from \$47 to \$55. Discounts are available for some passengers.

The changes could take effect in September, along with changes to bus routes.

"With the launch of the sbX bus rapid transit line this April, we have the opportunity to streamline several routes and enhance connectivity," said Omnitrans spokeswoman Wendy Williams. "To keep up with demand, we also want to increase weekend frequency on our Route 215 Freeway express service, connecting downtown San Bernardino and Riverside, to every 30 minutes."

PROPOSED RATE CHANGES

One trip

Current: \$1.50

Proposed: \$1.75

Senior/disability: \$0.60

Proposed: \$0.75

31-day pass

Current: \$47

Proposed: \$55

Senior/disability: \$23.50

Proposed: \$27.50

Youth: \$35

Proposed: \$41

7-day pass

Current: \$15

Proposed: \$18

Senior/disability: \$7

Proposed: \$8

Youth: \$11

Proposed: \$14

1-day pass

Current: \$4

Proposed: \$5

Senior/disability: \$1.85

Proposed: \$2.25

1 day 10-pack

Current: \$36

Proposed: \$45

Senior/disability: \$15.50

Proposed: \$20

Access

1-3 zone: \$2.75

Proposed: \$3.25

Additional zones: \$1

Proposed: \$1

Beyond boundary fee: \$5

Proposed: \$5

OmniLink (if not eliminated)

Current: \$3

Proposed: \$3.50

Senior/disability: \$1.50

Proposed: \$1.75

Youth: \$2

Proposed: \$2.50

Several passengers in downtown San Bernardino said they hadn't heard of the proposed changes but were lukewarm.

"It's really hard for a lot of people," said John Howard, 60, of San Bernardino, as he waited for a bus to take him to Feldheym Library. "I'll be able to pay it and maybe it means I might be able to go more places. I don't know about other people, though."

And others hope it won't affect them, like Tony Jones, 34, of San Bernardino.

"I'm saving up for a car, so I don't think I'll be taking the bus anymore by then," Jones said.

As for the idea that more-frequent service or more destinations might encourage him to ride the bus even if he had a car available, he laughed.

"That's why I'm getting a car, so I don't have to ride the bus," he said.

The proposed changes are part of Omnitrans' six-year plan for 2015 to 2020, which includes other changes later.

Officials are also considering eliminating OmniLink general public ride-along options in Chino Hills and Yucaipa. Since the implementation of OmniGo community shuttle routes in those cities in 2010,

use of that service has decreased from more than 45,000 in fiscal year 2009-10 to 18,500 last year, Williams said in a news release.

“Most of our OmniLink customers are within walking distance of an OmniGo route, and those with disabilities who are ADA-eligible can switch to using Access service,” she said.

Omnitrans has more information about its plans at [its website](#).

Comments may also be submitted by phone at 909-379-7250, email tembi.morales@omnitrans.org, or mail to Omnitrans, 1700 West Fifth Street, San Bernardino, CA 92411. The comment period closes April 7.

PUBLIC HEARING SCHEDULE

SAN BERNARDINO

Monday 10 a.m.–2 p.m., Feldheym Library, 555 W. Sixth St. 3:30–6 p.m., San Bernardino Transfer Center, Fourth and F streets

CHINO

Tuesday 9 a.m.–Noon, City Hall, 13220 Central Ave.

2–6 p.m., Chino Transit Center

REDLANDS

Wednesday, March 26 1–3 p.m., Redlands Mall Transfer Center 5–8 p.m., City Hall, 35 Cajon St.

FONTANA

Thursday 7–10 a.m., Metrolink Station, 16777 Orange Way

RANCHO CUCAMONGA

March 27 1–3 p.m., Chaffey College Transit Center, 5885 Haven Ave.

ONTARIO

March 27 5–8 p.m., Senior Center, 225 East B St.

MONTCLAIR

March 31 9 a.m.–Noon, Montclair Transit Center, 5091 Richton Road

YUCAIPA

March 31 2:30 – 6:30 p.m., Yucaipa Transit Center, 34278 Yucaipa Blvd.

Highland Community News

sbX completion and Rail to Redlands update



Highland Community News photo by Hector Hernandez Jr. - Scott Graham (far left), CEO and general manager of Omnitrans, gives the Rail to Redlands Working Group an update and slide show of the now completed San Bernardino Express bus line at a meeting that discussed plans for the San Bernardino Transit Center, the Rail to Redlands and the Redlands Transit Village.

By Hector Hernandez, Jr., Reporter
Highland Community News

Published: Thursday, March 20, 2014 5:57 PM PDT

On March 17, the Rail to Redlands Working Group met at Redlands City Hall to hear updates on the completion of the San Bernardino Express (sbX) and the progress of the construction plans, nearly complete, for the Rail to Redlands project which will extend Metrolink service from the planned San Bernardino Transit Center to Redlands.

Scott Graham, CEO and general manager of Omnitrans, provided the first presentation on the completion of sbX which will hold its opening ceremonies at the stop on Court and E streets on April 22, the bus line will start service on April 28 with the first week free of charge.

According to Graham the bus line has been built with emergency phone stations and cameras for security. Graham explained that when designing the camera system the sbX studied and included features from the City of Redlands' security camera system, particularly the "talk back" system which allows security camera monitors to tell people in the act of criminal activity that they are being watched and the police are being called. Graham feels this system is a good crime deterrent.

During the bus line's final preparations for service emergency drills were held by the San Bernardino Police Department SWAT, the San Bernardino Sheriff's Department and Fire Department.



According to Mitch Alderman, director of transit/rail programs at SANBAG, the San Bernardino Transit Center which will serve sbX, Metrolink and the Rail to Redlands will break ground within the next week, stating that the preliminary engineering has been complete for some time.

"The federal transit administration had to switch gears on the environmental documents from an Environmental Assessment to an Environmental Impact Statement," Alderman said. "That caused us a year delay and \$1 million to retrace some of the things we've done."

According to Alderman, the document has now been completed in its final draft and was sent to the Federal Transit Administration. They are awaiting approval so the 45 day public comment period can be announced.

The remainder of the meeting was spent discussing updates on the plans for the Rail to Redlands planned to extend from San Bernardino Transit Center to Redlands connecting Redlands users to San Bernardino and on to Los Angeles. The project is currently working for vehicle procurement.

The SANBAG board recently approved bond issuance to support the project. According to Alderman much of the bond sales is for Redlands Rail and vehicle procurement. SANBAG will also be applying for a TIGER grant of over \$10 million for the Redlands passenger rail and smaller grant, under \$1 million, for bike trails and other projects. The applications are due at the Department of Transportation at the end of April.

The City of Redlands presented an overview of the Redlands station stops and Transit Village Plan. The plan has five station stops in Redlands including: University of Redlands, esri, downtown Redlands, California Street and Alabama Street. Each stop will support rail, bicycle, bus and pedestrian traffic.

The transit plans propose to increase development density along the stops to help support ridership needs and boost economic growth, said Redlands Development Services Director Oscar Orci.

Redlands City Engineer Fred Mousavipour gave the presentation on the Redlands Transit Village, to be built at Stuart and Third streets. He described the plans as "essentially designed" with 98 percent of the construction documents completed.

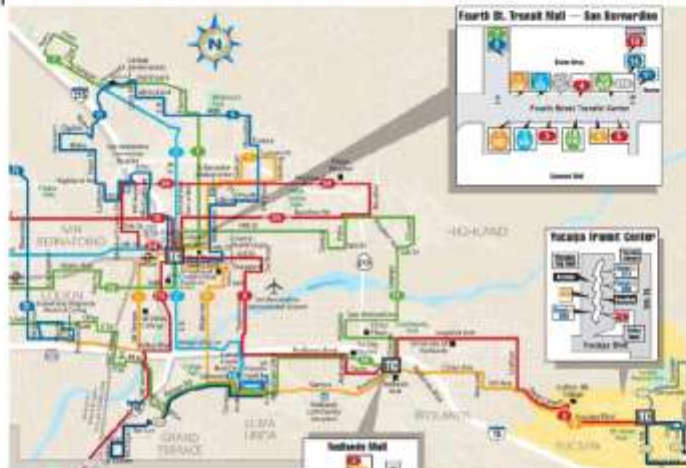
The building will meet LEED Silver environmental standards. It will take up an area of 142,000 sq. ft. with 425 parking spaces and 6,000 sq. ft. for future commercial facilities. Construction of the building is estimated to cost \$10 million when completed in 2018.

Other
Thursday, March 20, 2014



THURSDAY, MARCH 20, 2014

Some Proposed Improvements in store for Omnitrans Bus Riders



While some of Omnitrans' proposals to restructure its bus routes **are questionable** and the reality remains that the agency is going to be flooded in dissenting comments towards its **proposed fare increases**, there are some good proposals planned. Here's a rundown of some of them:

East Valley

SbX BRT & Route 2 (San Bernardino to Loma Linda via E Street): sbX to start April 28. With the added BRT runs, the local Route 2 will operate every 30 minutes. Both routes will also replace the Route 7 segment between the CSU San Bernardino hub and the University Heights area. Route 7 will begin at the transit hub at the university.

Route 5 (Northeast San Bernardino Local): Increase frequency to 30 minutes and reroute to Redlands Blvd via Waterman Ave. While the proposal to bypass Downtown San Bernardino is very questionable, the increased frequency is desirable. Elected officials should lead the way to reduce crime and expand marketplace smart growth along the Highland, Baseline, and downtown areas to ensure Omnitrans has continued funding while maintaining service to the downtown hub.

Route 22 (Colton to North Rialto): Minor streamlining of the southern turnaround loop at the Arrowhead Regional Medical Center transfer hub.

West Valley



Proposed Route 63 Restructure

Route 63, 67, 80, 84: Sorry to put some more troubling news into the list...Omnitrans proposes to restructure Route 63 to serve Mountain Avenue directly with no direct connections to the Montclair TransCenter or the downtown Ontario Civic Center Transfer Station. Also, Routes 67 and 80 are proposed to no longer connect to the Montclair TransCenter. That breaks the following direct connections:

- Euclid & Baseline transfer hub to Montclair TransCenter
- Ontario Civic Center Transit Station to Montclair TransCenter



Conceptual Streamlined Hub-And-Spoke Routing

While the Route 63 streamlining is well-intentioned, the hub-and-spoke design should not be broken and service to the transit centers need to be maintained. A better idea would be to operate the direct service as proposed with branches connecting to the transit centers. Further down the road, Route 63 could be extended from the Euclid & Baseline transfer hub east to the Chaffey College Transit Center via the Alta

Loma area.

Route 67: As mentioned, Route 67 will be rerouted to no longer serve Montclair, but it will connect to the Chaffey College Transit Center. A timed connection with Route 65 will ensure continued seamless connections to the Montclair TransCenter.

Last but not least, Route 215 (Riverside Downtown Terminal to Downtown San Bernardino Express): Increase weekend frequency to 30 minutes. This is certainly desirable.

Tomorrow, we will cover the long-range proposals. When one connects the dots, this will bring a new pool of riders to the sbX BRT. For those still wondering whether or not the E-Street BRT line will have riders, there's good news to predict.

Other

Friday, March 21, 2014



FRIDAY, MARCH 21, 2014

Expanding Omnitrans express and bus rapid transit services

West Valley Connector

A proposed new Rapid line along Holt Boulevard and Foothill Boulevard will provide 10-15% faster travel times (compared to the current routes 61 and 66) by stopping every 1/2 mile to 1 mile and using transit signal priority to bypass traffic congestion. The project will include improved stations/stops and will take 2-3 years to complete pending funding availability.

A map titled 'Omnitrans West Valley Connector BRT Project' showing the proposed route. The route is highlighted in red and blue, starting from Holt Blvd and heading east towards Foothill Blvd. Several station locations are marked with icons and labeled. Small inset images show architectural renderings of the proposed stations. A legend at the bottom identifies various transit features like BRT stations, local bus stops, and transit centers.

Proposed West Valley sbX BRT

Source: Omnitrans

Despite battling a \$12.8 million budget shortfall, Omnitrans has big mid and long-range plans to expand services for commuters and bus riders needing to transverse longer distances. Such services include freeway express, limited stop, and additional sbX bus rapid transit routes. [We've mentioned that acquiring the funding](#) to quickly pay for these services on top of balancing the budget all without waiting for years on in will require leadership beyond what the Omnitrans planning department can execute or propose.

West Valley sbX BRT Introduced

Omnitrans has big plans to upgrade the Route 61 and 66 corridors. The agency plans to bring in an sbX BRT line for the western span of the Route 61 corridor via Holt Blvd between the Pomona TransCenter and the Ontario Mills Mall transfer point, and along Foothill Blvd from the Ontario Mills Mall to Fontana which overlaps the eastern segment of Route 66. Like the E Street sbX route, the line will have improved stations with stops spaced 1/2 to 1 mile apart and will provide a speedy alternative to slower all-local service with speed improvements of up to 15%. More details to come, but the line certainly looks promising on the surface as it is now proposed to connect with the Metrolink San Bernardino Line at the Fontana and Rancho Cucamonga stations. Also at the Pomona TransCenter, the line will connect with both the Metrolink Riverside Line and the Foothill Transit Silver Streak rapid express line.

Foothill Blvd Limited Stop Service



Proposed "Express" or more accurately, limited stop services for Foothill Blvd

Omnitrans also proposes to speed up travel trip times for the entire Foothill Blvd corridor between San Bernardino and Montclair with limited stop runs of Routes 14 and 66. In addition the eastern branch of Route 1 between San Bernardino and Highland is proposed also to have limited stop runs. The official proposal labels the proposals as "express", but "limited stop" is a more accurate term to avoid confusion with longer distance express bus routes that transverse freeways. The expanded service will serve Foothill Blvd with stops spaced about one mile apart from each other. Omnitrans will propose to fund the Route 14 segment first between San Bernardino and Fontana.

The agency had longer-range plans to bring in two sbX BRT routes for Foothill Blvd with Fontana serving as the transfer hub. Under the current economic climate, limited stop runs of the existing routes will have to do. Local officials should designate portions of the Foothill Blvd corridor as specific plans to entice marketplace smart growth and job investments so that Omnitrans has the funds and ridership base to phase in sbX BRT for the corridor later down the road.

Freeway Commuter Express



Proposed: More freeway express routes
Source: Omnitrans

The Riverside Transit Agency brought in peak-hour CommuterLink express routes several years ago. It looks like it's now Omnitrans' turn. Omnitrans has included in its transit master plan a network of commuter express buses which will utilize the I-10 and I-210 freeway corridors built "upon the strength of existing Route 215." The I-210 freeway currently has a 2+ carpool lane as infrastructure. The I-10 has a 2+ carpool lane west of the I-15.



San Bernardino County officials have a key transit opportunity. SANBAG currently is [proposing high occupancy toll lane infrastructure](#) for the I-10 corridor between the Los Angeles County line and Redlands which could provide the high occupancy vehicle transit infrastructure for the expanded bus services. If planned right, the proposed I-10 commuter express services could grow and mature into rapid express routes with an early morning to late night service span with potential overnight night owl departures. Imagine having both rapid express BRT and Metrolink rail service as options to get around quickly in between Redlands and Los Angeles.

Omintrans should work with SANBAG so that direct access ramps and/or intermediate access points between the HOT lanes and adjacent transit stops can be integrated into the proposals.

The transit agency has not yet identified how it will pay for the expanded freeway express services. Under the current economic situation, it may take years to acquire the funding on top of allocating funds for continued operation. That's where the members of Omnitrans' governing board and elected officials need to go back to their jurisdictions and take leadership role in solving this problem by enticing the private sector to improve the Inland Empire job market which would increase tax revenue at the local level, standing up and holding the state accountable with its spending spree of our tax dollars--that includes combating artificially inflated infrastructure costs and excessive spending, and driving out crime at the local level.

Let's get San Bernardino moving. Let's get its people back to work. Let's get the region back to prosperity. The time to act is now.

Yucaipa News-Mirror

Friday, March 21, 2014

Yucaipa / Calimesa News Mirror

Omnitrans proposes service and fare changes

Posted: Friday, March 21, 2014 10:50 am | Updated: 11:29 am, Fri Mar 21, 2014.

Omnitrans is proposing route and service changes along with a fare increase, the first since 2009, to take effect Sept. 2. The proposals are part of a six-year plan which includes additional changes between 2015-2020. To gather public comment, a series of meetings are scheduled between March 24 and 31.

The cost of a one-way bus trip would increase from \$1.50 to \$1.75 while the one-day pass rate would rise from \$4 to \$5.

A 31-day pass would go from \$47 to \$55. Discounted fares apply to persons with disabilities, seniors age 62 and up, and youth 18 and under.

Fare increases also are proposed for Access service which transports persons with disabilities who qualify under Americans with Disability Act.

September service change proposals affect bus routes in the east San Bernardino valley. "With the launch of the sbX bus rapid transit line this April, we have the opportunity to streamline several routes and enhance connectivity," said Omnitrans spokesperson Wendy Williams.

"To keep up with demand, we also want to increase weekend frequency on our Route 215 freeway express service, connecting downtown San Bernardino and Riverside, to every 30 minutes."

Dial-a-ride in Yucaipa may end Elimination of OmniLink general public Dial-a-Ride service operating in Chino Hills and Yucaipa is also up for consideration.

Trips taken on OmniLink have steadily declined since the implementation of OmniGo community shuttle routes in those cities in 2010. In fiscal year 2009-10, OmniLink provided over 45,000 trips compared to only about 18,500 last year.

"Most of our OmniLink customers are within walking distance of an OmniGo route," explained Williams, "and those with disabilities who are ADA-eligible can switch to using Access service."

The "OmniConnects" six-year plan proposes service enhancements in the west San Bernardino valley beginning in September 2015 and two additional fare increases in 2016 and 2018. West Valley long-term proposals include a new rapid transit line to run from Pomona to Fontana along the Holt, Milliken and Foothill corridors as well as options for freeway express routes.

Sun
Saturday, March 29, 2014

THE SUN

Omnitrans drivers authorize strike



0620_NWS_IDB_L-BUSTRANSIT-01-JCM (Jennifer Cappuccio Maher/Staff Photographer) — An Omnitrans bus heads eastbound on Foothill Blvd at Haven Ave Tuesday, June 18, 2013, in Rancho Cucamonga.

By **Ryan Hagen**, *The Sun*

POSTED: 03/29/14, 9:37 PM PDT · UPDATED: 3 DAYS AGO
1 COMMENT

The union representing Omnitrans drivers overwhelmingly authorized a strike and rejected the regional transit agency's "last, best and final" offer at a meeting Saturday evening.

A strike must also be authorized by the Amalgamated Transit Union's international office in Washington, D.C., and by union officials in Riverside, said Jeff Caldwell, president of the ATU local.

"I don't want to leave the public without service," Caldwell said by phone Saturday night. "My hope is that negotiations will continue on Monday and we'll get a better offer."

But Monday morning, he said, he plans to mail letters requesting strike authorization to Riverside and Washington, which he expects to be approved because of the 234-17 vote by local members.

That 93 percent vote rejected a “last, best and final” offer that Omnitrans had given at the end of mediation Feb. 26, which according to labor law comes after an extended impasse in negotiations and the recommendations of a fact-finder, and which the employer can impose if union members don’t agree to it.

But changes to the contract from the one nearly 400 drivers in the union have been operating under — which expired March 31, 2013 — are unacceptable, Caldwell said.

The sticking point for most members, he said, was offering benefits to employees on medical leave for only three months, rather than indefinitely — or for either one or two years depending on circumstances, which Caldwell said was an arbitrator’s decision.

After that, according to a copy of the [proposed contract](#) on the union’s website, “Cobra will be offered under the terms of the Trust agreement.”

COBRA — health coverage offered by the Consolidated Omnibus Budget Reconciliation Act — is insufficient for many, Caldwell said.

“How can I ask a guy and his family to depend on that?” he asked.

A spokeswoman for Omnitrans did not immediately return a call Saturday night seeking reaction. Omnitrans negotiators were emailed the results of the vote shortly after it happened, according to Caldwell.

In January, 166 Omnitrans employees represented by the Teamsters — that is, maintenance and administration — received their first wage increase in six years after the Teamsters approved a contract, Omnitrans officials said then.

It’s also been more than five years since drivers received any salary increase, according to Caldwell.

Sun
Sunday, March 30, 2014

THE SUN

Omnitrans bus drivers threaten strike



Omnitrans bus heads eastbound on Foothill Boulevard at Haven Avenue in Rancho Cucamonga.
Jennifer Cappuccio Maher/Staff Photographer

By [Greg Cappis](#), *Inland Valley Daily Bulletin*
and [Ryan Hagen](#), *The Sun*

POSTED: 03/30/14, 8:12 PM PDT · UPDATED: 2 DAYS AGO
[1 COMMENT](#)

Linda Pough sat on the blue bench of a Route 10 Omnitrans bus stop on Sunday afternoon, reading a Bible as she waited on Base Line for a bus to take her to church.

Today, she'll ride a bus in the opposite direction from her Rialto home, east to San Bernardino Valley College, where she attends class.

Pough said she rides the region's main public bus system nearly daily.

Annual net ridership for Omnitrans is roughly 16 million, [according to statistics listed on the transit agency's website](#).

Saturday night the Omnitrans bus drivers' union [authorized a strike](#), putting the reliability of Pough's main mode of transportation in question.

However, before the bus drivers quit serving residents from Chino Hills to Yucaipa, the strike must be approved by the Amalgamated Transit Union's international office in Washington, and by union officials in Riverside, according to Jeff Caldwell, president of the local ATU.

Caldwell said he thinks the ATU leaders will approve the strike, since local drivers overwhelmingly voted yes, 234-17.

But an Omnitrans spokeswoman doesn't think a strike and subsequent service disruption is imminent, suggesting the strike authorization is a negotiating ploy.

"This is rather typical of the tactics of the ATU at this point in union negotiations," Wendy Williams, director of marketing at Omnitrans, said Sunday by phone.

Even if the company's 400 or so bus drivers go on strike, Williams said service likely will continue, but on a smaller scale.

Field supervisors and other employees in the agency are licensed to drive buses when necessary, like during a strike or after a natural disaster, she said.

Williams expressed hope that her employer and union reps can return to the bargaining table soon for productive negotiations, as did Caldwell, the union president.

"I don't want to leave the public without service," Caldwell said by phone Saturday night. "My hope is that negotiations will continue on Monday and we'll get a better offer."

Caldwell said one of the major contract disputes revolves around health care.

The sticking point for most members, he said, is an arbitrator's decision to offer benefits to employees on medical leave for only three months, rather than indefinitely — or for either one or two years, depending on circumstances.

After that, according to a copy of the proposed contract on the union's website, "COBRA will be offered under the terms of the Trust agreement."

COBRA — health coverage offered by the Consolidated Omnibus Budget Reconciliation Act — is insufficient for many, Caldwell said.

"How can I ask a guy and his family to depend on that?" he asked.

Williams said Caldwell left out an important figure from his argument.

She said that under the current offer Omnitrans would cover the first three months of medical leave and fund another four months of COBRA payments.

"And then, after that, the employee can stay on the same health care plan, but they have to take over COBRA" payments, she said.

All other Omnitrans employees, including herself, are subject to a similar plan, Williams said.

Omnitrans drivers have been working without a contract since March 31, 2013.

While the union representing drivers has voted to authorize a strike in the past, no walkout has happened in the 22 years Williams has been with the agency.

Drivers authorized a strike in 2007, but a deal was signed before routes were disrupted, according to newspaper archives.

If the strike passes through the upper levels of the ATU and drivers quit showing up to work, Pough has faith she'll be able to find another ride, although other forms of public transportation in the area are limited.

"I think the Lord would bless me with someone who can drive me around," she said.

Sun
Monday, March 31, 2014

THE SUN

Omnitrans, drivers in waiting game



Passengers board an Omnitrans bus at the Fourth Street Transfer Station in San Bernardino on Monday. Jennifer Cappuccio — Staff Photographer

By **Ryan Hagen**, *The Sun*

POSTED: 03/31/14, 7:26 PM PDT
0 COMMENTS



Omnitrans driver Todd Hart welcomes passengers onto the bus Monday afternoon at the Pomona Regional Transit Center in Pomona. John Valenzuela — Staff Photographer

On the first business day since Omnitrans bus drivers authorized a strike, the union and transit agency had similar messages: We don't want a strike, we're not backing down, and now we wait.

Jeff Caldwell, president of the Amalgamated Transit Union, said midday Monday that he hadn't spoken to Omnitrans negotiators since ATU [voted](#) 234-17 on Saturday to authorize a strike but remained hopeful.

"I'm waiting for (the Omnitrans negotiator) to call me," Caldwell said. "I imagine they are in conference themselves, so I don't know what's next. If I don't hear from her by the end of the day, I'll call her, but the ball is in their court."

While Caldwell seeks permission to strike from the ATU international and the Central Labor Council for a strike, Omnitrans spokeswoman Wendy Williams said the next step is fact-finding by a panel from outside the organization.

"They've been through negotiations, impasse, mediation and then they took the vote on the last, best and final (offer), so that's next," she said, emphasizing that she doesn't expect a strike and will have time to warn riders if one is coming. "We certainly hope it doesn't come to that, but there would be sufficient time to notify customers."

Williams said Sunday that field supervisors and other employees could step in if Omnitrans' roughly 400 bus drivers went on strike, and she reiterated that Monday.

"We certainly can't replace 400 operators, but we do have contingency plans that we always have prepared in the event of any kind of an emergency — fires, floods, a work action," she said. "We might have to back off frequencies, but we would continue service. It's not like paperwork you can let stack up on a desk, we have to get service."

The strike authorization comes as Omnitrans prepares to launch a bus rapid transit system in San Bernardino at the end of April, which became a high-profile effort in city politics and the minds of residents.

But Williams said she didn't expect any interference with that plan.

"We're pretty confident that we'll be launching sbX as planned on the 28th," she said.

Other
Monday, March 31, 2014



Will Omnitrans' Bus Drivers Strike? MARCH 31, 2014



We have another transit-related dispute that has risen between the government and the powerful public labor union lobby. The latest threat involves yet another potential transit driver strike--this one is against the cash-strapped Omnitrans bus system. So, the question worried bus riders are now wondering: Will Omnitrans bus drivers strike?

Short answer is...We don't know.

We know too little to make an educated prediction on this question. Right now, one of the best things to do is to be prepared. Here are some hard facts on this issue:

- Based on data from the Omnitrans' About Us webpage, approximately 16 million passengers use the bus annually.
- Omnitrans has a \$12.8 million shortfall through 2020 and has already proposed to hike fares.
- Omnitrans bus drivers are part of the Amalgamated Transit Union, the largest labor organization representing transit workers in the United States and Canada, with over 190,000 members in over 240 local unions spread across 46 states and nine provinces.
- *The Sun* reported that drivers from the local unit voted 234-17 to approve the strike, but must muster approval from Riverside union leaders and by the ATU International Headquarters.
- Drivers have been working without a contract since March 31, 2013--a whole year.
- The dispute is over an "arbitrator's decision to offer benefits to employees on medical leave for only three months, rather than indefinitely — or for either one or two years, depending on circumstances" based on a report from *The Sun*.
- Omnitrans has a team of field supervisors and other employees trained to drive buses in the event of a strike, thus service along vital transit corridors will certainly continue should the drivers do strike.
- Drivers have not received any salary raises from the last five years.

Omnitrans predicts the strike authorization is a negotiating ploy, implying that the drivers may not actually strike. Because the discussion sessions and union meetings are confidential, we have no specific data of what solutions are currently being debated nor what ATU plans to do should the discussions continue to lead nowhere. Therefore, Omnitrans' statement is speculation.



But here's what's not speculation: Transit strikes have long proven to be devastating to mobility; they worsen traffic conditions, isolates transit-dependent workers from their employers, and exacerbates the local economy which drives down the tax revenue to pay for the benefits. We certainly do not want a strike to occur.

Also, both the ATU and the Secretary of the U.S. Department of Labor Thomas E. Perez played key roles in holding up federal transit funds last August by exploiting loopholes in the 1964 Urban Mass Transportation Act. That obstructed sound pension reform laws at the state level.

To be absolutely clear, we are in no way dissenting labor unions as a whole nor the hard-working public and contract-operator employees who get up in the morning and provide for the government services that we need. It is vital to ensure that their labor rights are protected. Anybody questioning this notion should check out what happened during the Industrial Revolution. Public workers must have the basic right to assemble and bargain collectively. We want public workers to have a decent means of living. And the facts back up the notion that a robust market economy where jobs are plentiful ensures that such benefits can be paid for fairly.

What the ATU should consider to maintain high wages & benefits: A Robust Market Economy

The powerful public labor union lobby needs to get out of their ideological fantasy that all of this money they want for their workers comes out of the heavens. The fact is that we the people--We the taxpaying public--pay for all of this. And the facts are the Inland Empire's economy is soft, job opportunities are still down, people seeking full time jobs is still high, fuel taxes are through the roof, our public works infrastructure and transit services are overdue for upgrades, the United States functions on a capitalistic economic system, and Omnitrans and LA Metro are millions in the red.

The labor union lobby needs to stop opposing measures that will strengthen the market economy. It's leaders should know that if elected officials institute laws and policies that obstruct marketplace growth in the name of guaranteeing promising wages and benefits for government workers, the problem will only worsen later down the road. If the unions want to maintain high government salaries, a robust market economy is essential. The generous benefits promised would be paid for simply because the salaries will actually be in line with the what is offered in the private sector during a robust economy. That also means our public works infrastructure and services would be fully paid for as well. The money to maintain government employee health benefits has to come from somewhere.

One last stat, [courtesy of CNN](#): According to the Congressional Budget Office, public government jobs where the applicant is a high school graduate, college graduate, or a grad school graduate generally pays more than the equivalent job in the private sector, especially the lower-responsibility positions. Citizens with a doctorate degree were the general exception. Labor groups must realize that a growing number of voters are seeing this troubling pattern, putting together the facts, adding them up, and declaring, "enough!"

FONTANA HERALD NEWS

Omnitrans workers threaten to strike

By ALEJANDRO CANO

Published: Wednesday, April 2, 2014 1:38 PM PDT

The first-ever strike in the history of the local transportation agency Omnitrans could happen in the following days if the company does not reach an agreement with Amalgated Transit Union Local 1704.

Members of the San Bernardino-based ATU Local 1704 voted on March 29 to go on strike after a 234 to 17 vote, representing roughly 93 percent of the voting membership. On April 1, both sides continued to play the waiting game as the more than 400 employees waited for new directions.

A strike would affect thousands of local residents who ride the buses.

In a letter posted on the union's Internet site, Jeff Caldwell said that Omnitrans has negotiated in bad faith.

Wendy Williams, a spokesperson for Omnitrans, said that unions often use the strike threat to pressure companies.

"I have been with the company for 22 years and I have never experienced a strike, and even if that happens, we have a contingency plan that will take effect; service will not be the same but we will have something in place. A strike could always be avoided, there are ways to prevent that from happening," said Williams.

According to the union, one of the issues that is preventing an agreement is related to health insurance. Omnitrans wants to institute a maximum of three months for leave of absence due to medical reasons, while the union wants it to be open with at least two or three years at minimum.

Currently, Omnitrans serves more than 16 million passengers annually and covers a 480-square-mile area that includes 15 cities and portions of unincorporated areas in the San Bernardino County. Among the places Omnitrans takes people are medical center, schools, shopping malls, business centers and community parks.

In October of 2007, the two sides reached a last-minute tentative agreement of \$65 million to avoid a strike by 445 employees. This time, the possible strike could occur days prior to the launching of sbX, a rapid bus system that has been seen as a regional achievement. Williams assured residents that sbX will not be affected and hopes the issue will be resolved soon.

TRANSPORTATION

Rapid and ready to roll



JOHN VALENZUELA — STAFF PHOTOGRAPHER

Omnitrans Community Outreach Specialist Nicole Ramos demonstrates how to use the ticket vending machine for the new sbX rapid-transit line Wednesday during station ambassador training in San Bernardino. The Omnitrans sbX Green Line will span a 15.7-mile corridor.

16-mile route links Cal State S.B., Loma Linda U.

By Neil Nisperos

neil.nisperos@langnews.com
@ReporterNeil on Twitter

After more than a year of construction and a decade of planning, Omnitrans is about ready to roll out its \$197.1-million rapid transit bus line later this month.

The near 16-mile sbX Green Line is the first bus rapid transit service in the Inland Empire.

It opens to the public on April 28, allowing bus riders to travel north and south from Cal State San Bernardino to Loma Linda University.

Officials will hold a completion celebration at 9 a.m. Tuesday at Court Street Square in San Bernardino.

Bus rapid transit, officials said, is faster and

SBX » PAGE 6

A DEDICATED LINE ...

OMNITRANS' SBX BUS

What is it: A 15.7-mile rapid transit bus line from Cal State San Bernardino to Loma Linda University.

Stops: 16 stations

Cost to build: \$197.1 million.

Opening day: Monday, April 28

Cost to ride: www.omnitrans.org/fares-passes/

More information: www.omnitrans.org/services/sbx



JOHN VALENZUELA — STAFF

Omnitrans tests new sbX buses on the new rapid transit line north and south on E Street in San Bernardino.

THE SAN BERNARDINO SUN

April 20, 2014

SBX

FROM PAGE 1

has fewer stops. The buses will also have traffic signal priority capability, allowing them to change stoplights to green for speedier travel. The system includes 5.4 miles of dedicated lanes, 16 station locations, with stops at major points of activity, such as colleges, hospitals, government centers, job centers, and retail.

"One of the reasons this particular corridor was selected and garnered support at the federal level at \$75 million is because it was already a high-use corridor, and it has many key destinations along the line, which includes two universities, hospitals, the San Bernardino city and county centers, downtown San Bernardino, high schools, and several job centers," said Omnitrans spokeswoman Wendy Williams. "It's just a robust corridor in terms of locations that would benefit from the service."

The rapid transit bus fleet is comprised of 14 natural-gas powered vehicles that can seat about 40, and 80 with passengers standing.

Transportation officials said their goals include reducing traffic on the region's freeways, improving air quality, increasing bus ridership, fostering transit-oriented development in the West End of San Bernardino County, and providing better transit connections between the Omnitrans system, Metrolink, the Gold Line, and L.A./Ontario International Airport.

"We do know that having bus rapid transit stations that are permanent looking, similar to light rail, helps to spur economic development, as we've seen in other cities that this has been done, like Cleveland, Ohio," said Anna Rahtz, acting planning director for Omnitrans. "Also, the idea is to provide transit options competitive with the private automobile, because it's faster, more direct and more efficient. We're hoping to increase transit ridership throughout the valley, and hopefully alleviate traffic congestion and air quality."

Not everyone has been on board for the sbX line. San Bernardino Area Chamber of Commerce President Judi Penman said the project has actually hurt business in the area.

"I sincerely hope that the value of the bus ridership makes up for the hardship it has cost the businesses," Penman said. "Those hardships have included the loss of storefront parking, and the left-hand turns that were promised to the businesses. And some businesses just gave up and left."

Vassileios Douvikas, owner of Burger Mania restaurant on E Street, just south of Mill Street, said his business had declined by 10 percent during construction of the Green Line. With construction complete, Douvikas said business has returned and he's hoping ridership could translate to customers.

"If people really are going to use that bus, yeah it's going to help me, but I don't see a lot of people using the bus," Douvikas said. "I hope people use the bus. They've done what they've done. The business will make money if it works, and people start eating. I would benefit because the bus stop is in front of the restaurant."

The Green Line is the first of a planned network of sbX corridors in the western Inland Empire.

The West Valley Connector Corridor is a proposed

rapid bus line from Fontana to Pomona to serve many significant activity centers in the western portion of Omnitrans' area, according to plans. The overall vision for the sbX system was approved by San Bernardino Associated Governments, the county's transportation planning agency also known as SanBAG, in 2004.

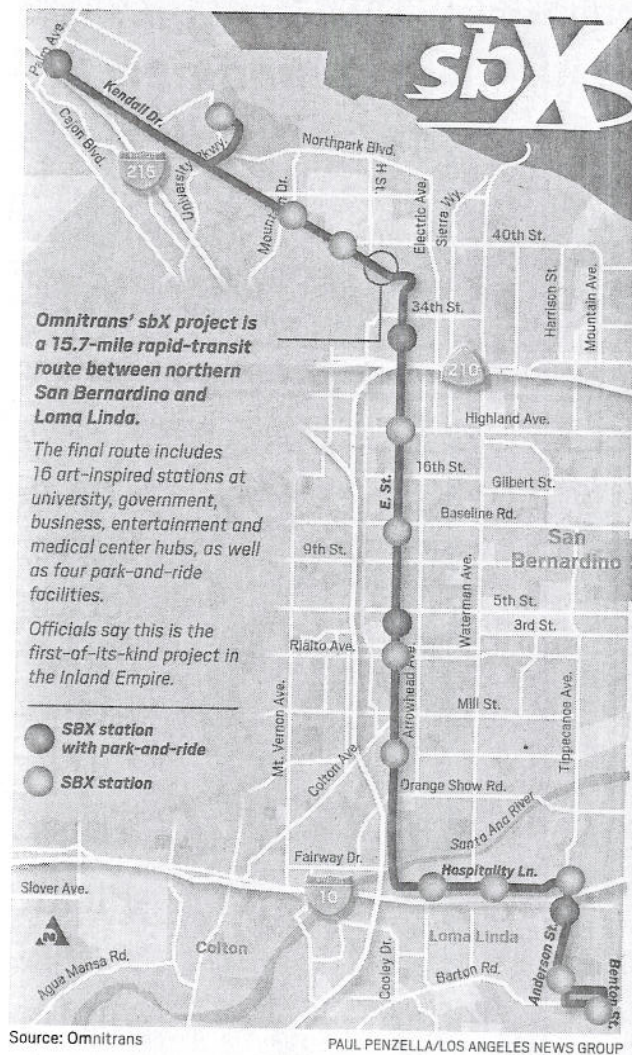
Of the \$191.7 million cost of the project, 96 percent comes from federal, state and county funds designated for transit projects.

Funding sources include \$75 million from the FTA Small Starts Program; \$45.62 million from the FTA Urbanized Area Formula Program; \$21 million from the Federal Highway Flexible Funds for Congestion Mitigation and Air Quality Program; \$14.34 million from Proposition 1B Bonds; and \$5.48 million from San Bernardino County Measure I, the voter-approved half-cent sales tax, from funds dedicated to express bus and bus rapid transit.

Construction for other rapid transit corridors depends on funding. Omnitrans officials hope success with the Green Line will help to bring money for the rest of the system.

THE SAN BERNARDINO SUN

April 20, 2014



THE SAN BERNARDINO SUN
April 23, 2014

SAN BERNARDINO

New bus route draws praise, protests

By Beau Yarbrough and Ryan Carter
Staff Writers

SAN BERNARDINO » After a year of construction, a decade of planning and \$197.1 million, Omnitrans rolled out its 16-mile rapid transit bus line on Tuesday.

Although the line officially opens to the public on Monday, dignitaries and transit officials celebrated the grand opening of sbX, a new dedicated bus line that runs from north San Bernardino to Loma Linda, Tuesday morning in downtown San Bernardino.

The celebrants rode the line from Cal State San Bernardino, through downtown San Bernardino to Loma Linda University.

The route is a first-of-its-kind project that transportation officials tout as a model for future projects across San Bernardino County.

"For Omnitrans, it was a great day for us to celebrate a project that has been 10 years in the making," Omnitrans spokeswoman Wendy Williams said. "I think what was important for many of us there today, who were there 10 years ago, is that it was very fulfilling to see things talked about around a table

10 years ago actually come to life."

Although the project has been cited as a potential boon for the regional economy, critics say its implementation has hurt some businesses. The sbX line has led to the loss of some storefront parking and eliminated left-hand turns in front of some businesses and strip malls.

Some businesses just gave up and left, according to business leaders.

And other critics say the line's fuel storage facility poses a danger to residents of down-

ROUTE » PAGE 5

THE SAN BERNARDINO SUN

April 23, 2014



PHOTO BY RYAN CARTER

Officers observe a protest on Tuesday during the opening of the sbX bus line in downtown San Bernardino. The protesters say the liquefied natural gas in the buses and at a refueling station pose a hazard.

Route

FROM PAGE 1

town San Bernardino.

"It's a great project, but the company didn't think about the community," said Kingman Street resident Susane Negrete, one of about two dozen protestors ringing cowbells and chanting beside the sbX kickoff event.

"We're here to oppose the 60,000 gallons of liquefied natural gas right here in our community," said Teresa Flores-Lopez, a Fourth Street resident and the president of the Center for Community Action and Environmental Justice, a local activist group. "It's a potential bomb."

Downtown residents have been fighting Omnitrans' refueling station on the 1700 block of West Fifth Street, through which 500,000 gallons of natural gas passes through each month, the group says, for more than 10 years.

"We have been fighting this for a long time, but they keep ignoring us," Negrete said. "Explosions can han-

The proximity to Alessandro Elementary School, the Ruben Campos Community Center and Nunez Park across the street is "ridiculous," she said.

"This is not right," Negrete said. "It's not right."

In March, the concerns raised about the two 30,000-gallon liquefied natural gas tanks, and smaller quantities of compressed gas, prompted Omnitrans to hire a consultant to study the danger the tanks pose to residents.

In a statement issued Tuesday, the agency said the tanks are housed in a steel-reinforced cement block vault equipped with methane sensors and foam fire suppression system and has passed review of several agencies, including the Cali-

fornia Department of Health Services and the San Bernardino City Fire Department.

Omnitrans staffers reportedly visually inspect the tanks for leaks every day.

The agency has previously said the storage facility complies with all applicable codes, and that none of its 100 natural gas tanks at various facilities have ever had an accident.

So, for now, the fueling station remains where it is: in the midst of a residential neighborhood.

"It's like they're laughing at us," Negrete said. "What's wrong with them?"

And sbx officials went on with their day, celebrating the grand opening of the new sbX rapid transit line, a 15.7-mile route.

April 25, 2014

PUBLIC SAFETY



RICK SFORZA — STAFF PHOTOGRAPHER

San Bernardino police and firefighters, along with Omnitrans, take part in a training exercise on an sbX bus at South D Street and West Rialto Avenue. The training involved a hostage scenario and simulated bomb.

Police, fire, Omnitrans conduct training for hostage situation

By Doug Saunders
doug.saunders@langnews.com
@crimeshutterbug on Twitter

SAN BERNARDINO » SWAT team members of the San Bernardino Police Department took over a small section of downtown Thursday during a training scenario for the final phase of a Federal Transit Administration safety requirement before the nearly \$200 million sbX dedicated bus line can begin operations Monday.

The training scenario began with a man riding one of the new sbX buses, filled with passengers, claiming to have a bomb in a backpack.

Police cordoned off the area while SWAT began to prepare for a hostage situation.

For nearly two hours, the area around the Rialto Avenue and E Street intersection were closed to vehicles and pedestrians so the agencies could complete the required exercise.

During negotiations with the suspect, officers could see what was happening through a live feed from security cameras on the bus, Omnitrans officials said in a written statement.

A SWAT vehicle advanced to the rear of the bus and passengers were released a few at a time and trans-

ported to a nearby triage area by paramedics.

The suspect, who was played by a police employee, was eventually apprehended, ending the training exercise.

"Drills like these help our police and sheriff departments become familiar with our equipment. We put Omnitrans systems and procedures to the test," Omnitrans security supervisor Mark Crosby said.

"In the process, everyone learns something from the experience so we are better prepared to work together in the unlikely event that a similar situation arises."

"Drills like these help our police and sheriff departments become familiar with our equipment. We put Omnitrans systems and procedures to the test."

— Omnitrans security supervisor Mark Crosby

THE SAN BERNARDINO SUN
April 28, 2014

TRANSPORTATION



JOHN VALENZUELA — FILE PHOTO

Omnitrans' new sbX bus rapid-transit line between Cal State San Bernardino and Loma Linda University gets off the ground today. Operating hours are 6 a.m. to 8:45 p.m. weekdays, and the ride is free until Friday.

sbX rapid-transit service starts today

By Ryan Hagen
ryan.hagen@langnews.com
[@sbcitynow](https://twitter.com/sbcitynow) on Twitter

SAN BERNARDINO » It's been debated, celebrated and ridden by dignitaries calling it a model for future projects

across the county, but starting today anyone can get on the sbX bus rapid-transit line.

Operating hours are 6 a.m. to 8:45 p.m. weekdays, and the ride is free until Friday.

The 15.7-mile route from Cal

State San Bernardino to Loma Linda University includes 16 stations, including four park-and-ride lots.

Buses will come every 10 minutes during peak hours, and every 15 minutes off-peak.

Omnitrans offers a map and other trip-planning information at omnitrans.org.

And to help answer any questions and guide passengers, "ambassadors" will be at every station during the first 10 days of service.

ITEM # F1

DATE: May 7, 2014

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: CEO/GENERAL MANAGER'S REPORT

A very successful and well attended sbX Completion Ceremony was held April 22, 2014. In addition to Region IX's Federal Transit Administrator Leslie Rogers, Board Chair Alan Wapner and Board Members Ron Dailey and Carey Davis spoke at the event. Omnitrans was presented with two Certificates of Achievement from the City of San Bernardino and City of Rancho Cucamonga. Thanks to all those who were able to come out and support the start of the new sbX line!

The first week of service was welcomed by both the riders and the coach operators. Marketing, with the assistance of West Bound Communications, trained and coordinated volunteers to assist the public at the 23 stations along the corridor. A very positive transit experience was enjoyed by all.

As a result of the public comments received at recent Board Meetings regarding the safety of Omnitrans' Liquefied Natural Gas (LNG) station as an explosive risk potential to their community, the Operations and Safety Committee recommended Omnitrans conduct a "risk assessment". In addition, at the April Board Meeting, the Board asked to have a cost analysis conducted that would address relocating the fueling station to a remote site, As the CEO/General Manager can release a Request for Proposals (RFP) below \$100,000, and to expedite the procurement, it is Omnitrans intent to issue two separate and distinct solicitations, that include:

- A Risk Assessment to assess the probability of an explosive atmosphere and identification of potential ignition sources at the East Valley storage and fueling site. The independent consultant, through a quantitative analysis, will provide a detailed study of accidental scenarios due to small releases of the gases from the facility, and the probability/consequences of the explosion as compared to other types of fuels. In addition, the study will include whether a hazardous or non-hazardous area exists at the fueling site.
- A cost analysis to remotely locate the East Valley fueling facility. The consultant will use the cost of the land, construction costs, a temporary fueling system at the site until the remote station could be made operational, operating costs, and deadhead miles to determine total costs of each alternative site selected.

MONTHLY STATISTICS

Ridership for March 2014 was 1,304,901 compared to 1,364,160 in March 2013. This is a 4.3 percent decrease from March of last year.

Year-to-date ridership through March 2014 was 11,847,818, which is a decrease of 2.9% percent from last year-to-date. Fixed route ridership decreased by 350,211 passengers year-to-date. Ridership on Access increased by 2,758 passengers, and OmniLink decreased by 709 passengers. OmniGo ridership was 115,914 year-to-date, which is up 15.7 percent.

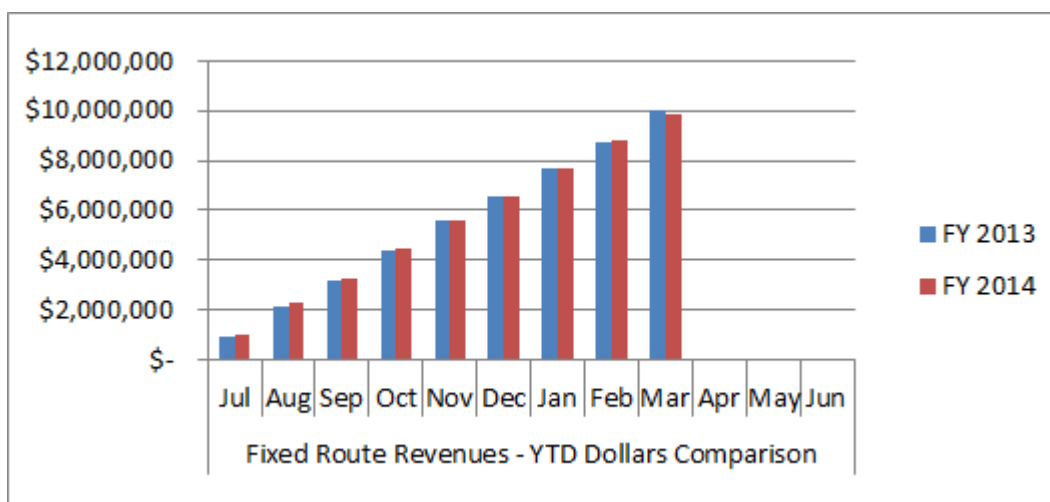
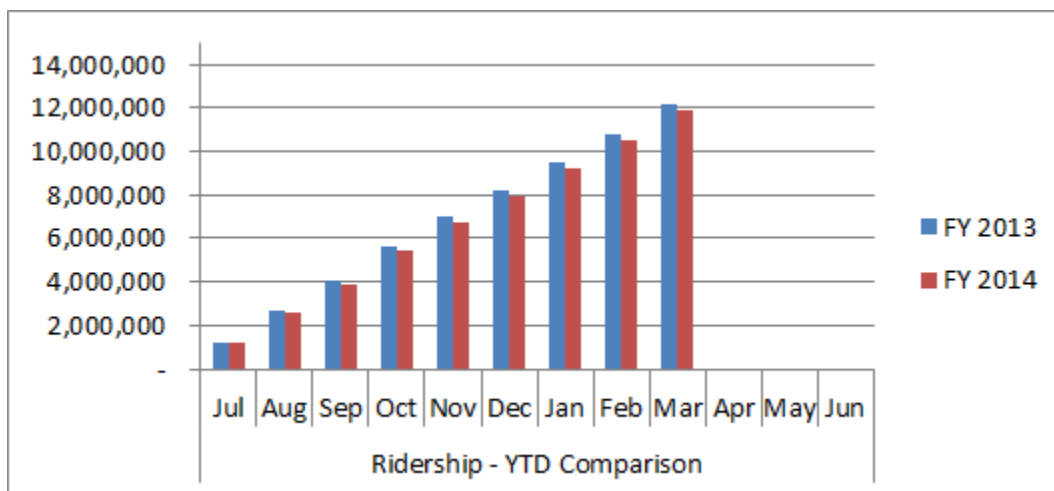
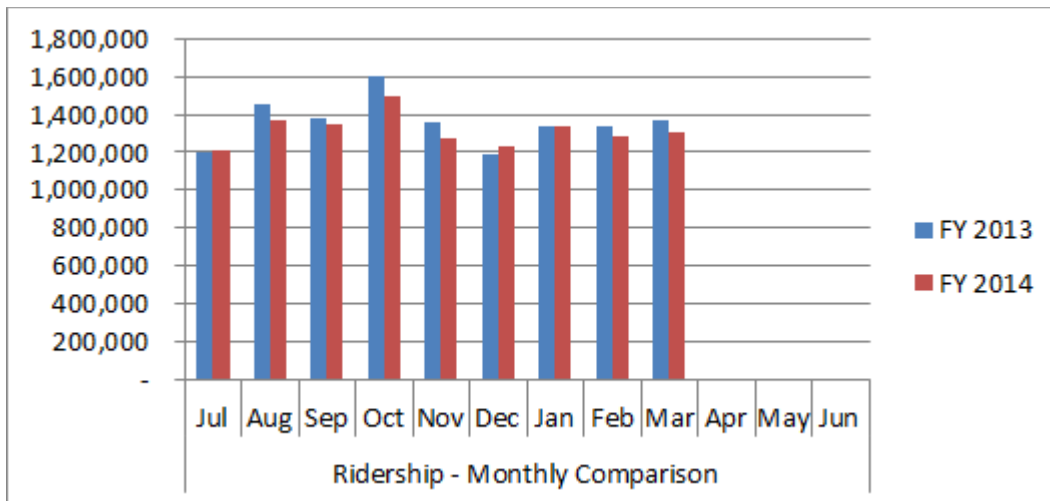
Year-to-date fixed route revenue through March 2014 was \$9,895,454 compared to \$10,016,134 last year, which is a decrease of 1.2 percent.

On-time performance for March 2014 was 86.68 percent.

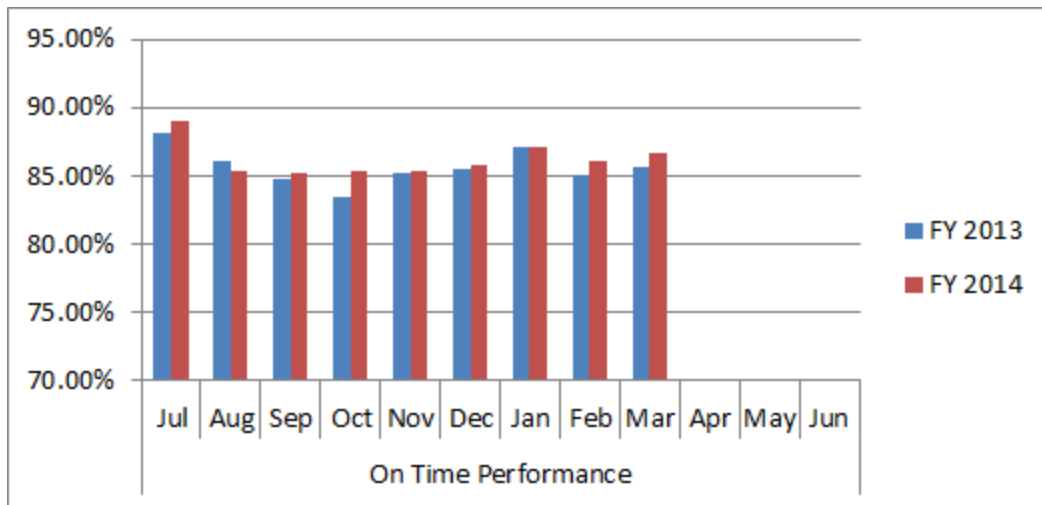
Outreach events in March included: Two Ontario Reign games, San Bernardino County Superintendent of Schools Sustainability Fair and Fontana Town Hall Meeting.

PSG:VD

CEO/General Manager Report – March 2014



CEO/General Manager Report – March 2014



ITEM # F2

DATE: May 7, 2014

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Anna Rahtz, Acting Director of Planning and Development Services

SUBJECT: **OMNICONNECTS SHORT-RANGE TRANSIT PLAN AND FY2015 SERVICE ELEMENT**

FORM MOTION

Adopt the OmniConnects FY2015-2020 Short Range Transit Plan;

Adopt the OmniConnects FY2015 Constrained Plan as the FY2015 Service Element; and,

Authorize the CEO/General Manager to sign the American Public Transportation Association's (APTA's) Sustainability Commitment.

This item was reviewed by the Plans and Programs Committee at its April 15, 2014 meeting, and was recommended to the Board of Directors for approval contingent upon a follow-up meeting with Board Member Riddell regarding OmniGo/OmniLink Service, which was held on April 22, 2014. See last paragraph under Background for outcome of meeting.

BACKGROUND

OmniConnects is the name of Omnitrans' proposed FY2015-2020 Short-Range Transit Plan (SRTP). A SRTP is a transit-specific business plan that proposes service levels, fares, service policies and priority projects. A transit operator must have a current SRTP as a requirement to receive federal transit funding. Omnitrans' current SRTP was for FY2008-2013, and was extended for FY2014.

In OmniConnects, Omnitrans presents a six-year plan with a balanced budget that is able to maintain Omnitrans' overall service level through FY2020, thus closing the \$12.8 million shortfall identified for FY2014-2020 at the completion of the Comprehensive Operational Analysis (COA) of Omnitrans. The balanced budget is reached through cost controls in the areas of organizational structure, risk management and health insurance, and in revenue enhancements tied to three proposed fare changes.

OmniConnects service delivery plan strives to improve travel time and travel directness by straightening and streamlining routes to better feed high-frequency, high-quality, and high-usage transit corridors. The plan makes improvements by proposing the elimination of service duplications in large areas or along the same street.

The high level details of the plan and a description of the Plans and Programs Committee involvement in developing the plan are detailed in the four sections below, as well as the Executive Summary of the OmniConnects plan.

OmniConnects is presented as a draft plan for approval. A final, formatted, printed and bound version will be made available once adopted by the Board of Directors.

On April 22, 2014, Omnitrans staff met with Board Member Riddell, Yucaipa City Manager Casey and Yucaipa city staff as directed by the Plans and Programs Committee. The meeting focused on the reasons for the proposed elimination of OmniLink along with the logic for why additional OmniGo services were not proposed. At the conclusion of the meeting, the OmniConnects proposal remained as presented to the Plans and Programs Committee on April 15, 2014. Omnitrans agreed to arrange a follow-up meeting with the City of Yucaipa and Valley Transportation Services (VTrans) to discuss VTrans programs that may serve current OmniLink riders.

PLANS AND PROGRAMS COMMITTEE INVOLVEMENT

The Plans and Programs Committee has held four meetings including two workshops dedicated to the development of Omnitrans' OmniConnects Plan. The OmniConnects Plan is the name of the Fiscal Year (FY) 2015-2020 Short Range Transit Plan (S RTP).

In December 2013, the Committee discussed and gave direction on the OmniConnects name, timeline and high level goals. At this meeting the Committee recommended holding a series of workshops to develop the plan.

The first Committee workshop was held in January 2014 and included: discussion on high level goals; the desire to reaffirm the commitment to delivering a 65/35 split between productive- and coverage-oriented services; a change in service performance monitoring to a stop-light approach with specific route tiers; and, the ability to proceed with developing an Unconstrained and Constrained Plan.

The second Committee workshop was held in February 2014. The key items discussed were detailed performance standards and metrics; fare policy; the Unconstrained Plan including the West Valley Connector and Foothill Corridor; the Constrained Plan including the proposed elimination of OmniLink service; and, APTA's Sustainability Commitment.

In order to finalize the plan, the Committee authorized staff to seek public input on the OmniConnects proposals. A public hearing was called in late February with a comment period open until April 7, 2014. Omnitrans staff held 11 meetings including four formal meetings and seven meetings at high-volume transit centers. Omnitrans staff personally interacted with over 450 individuals at these meetings.

At these meetings and through phone calls, emails, letters and social media, Omnitrans received 191 comments, which are summarized in the OmniConnects Plan. Generally, the public discussion was supportive of the plan as proposed.

The written comments focused on: dissatisfaction with proposed fare increases; resistance to service proposals primarily due to walking distances; dissatisfaction with the proposed elimination of OmniLink; and, requests for more service. Once informed of how the new service worked, the public became more supportive of the plan.

One particular comment impacting the Route 65 and 68 proposals came up repeatedly related to the Chaffey College Learning Disability Center. While the proposed change remains in the OmniConnects Plan, the FY2016 implementation plan will be adjusted based on the public feedback received.

Omnitrans also met with representatives from cities, SANBAG, neighboring transit agencies, VTrans and disability advocacy groups to gather input on the plan.

OMNICONNECTS

The OmniConnects plan delivers a sustainable financial plan with a balanced budget in each year from FY2015-2020. This balanced budget was achieved while maintaining the overall service level. Staff from across Omnitrans, in collaboration with the Board of Directors, came up with many ways to balance the budget. Some of the largest impacts were in the areas of risk management, organizational structure and fares.

A detailed Executive Summary can be found in Chapter 1 of the OmniConnects plan. Key components of the plan include:

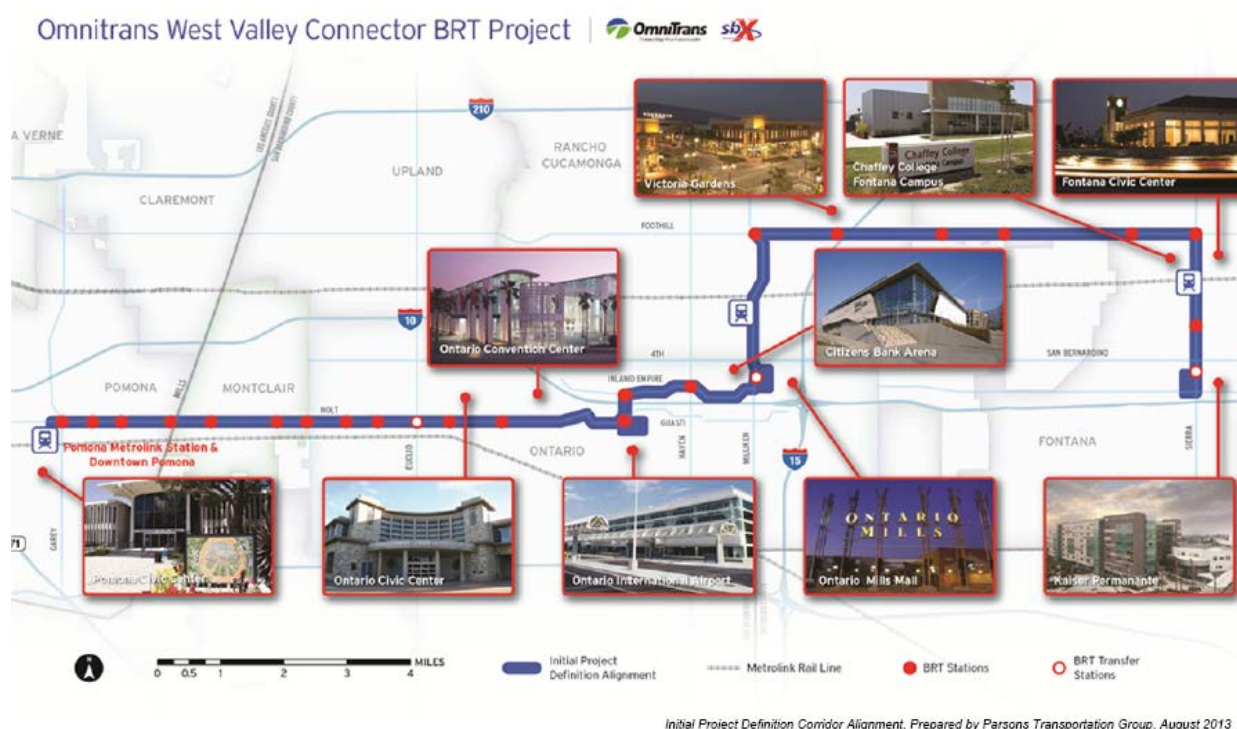
- An evaluation of Omnitrans' community, riders, services and partners.
- A balanced financial plan that balances each year from FY2015 through FY2020.
- A detailed performance monitoring program that attaches quantifiable metrics to many high level goals, while also developing a more detailed route performance metric system than previous SRTPs.
- A dedication to moving towards having 65% of Omnitrans' service working as productivity-oriented service through the gradual reallocation of resources rather than waiting for additional funding to add service to reach the 65% goal.
- A commitment to sustainability and a recommendation to join APTA's Sustainability Commitment.
- An Unconstrained Plan that seeks to streamline Omnitrans' service by improving the directness of travel, improving travel speed, simplifying Omnitrans' routes so that they more closely matched the way someone planning their own trip would travel, reducing routing redundancies and focusing travel onto key high-frequency, high-performance corridors like sbX and routes 14, 66 and 61. The

Unconstrained Plan provides Omnitrans with the ability to seek funding opportunities (internal and external) for the West Valley Connector, the Foothill Corridor Rapid Service and/or Freeway Express Service. Details of the Unconstrained Plan can be found in Chapter 10 or in the Executive Summary of the OmniConnects Plan.

- A Constrained Plan with a proposed implementation plan for each year.
 - In FY2015, the Constrained Plan proposes a series of changes in East Valley designed to eliminate redundancy and use those savings to develop stronger east-west connections that feed into sbX. This plan helps extend the travel time savings that sbX brings to residents traveling from Yucaipa, Redlands, Highland, Colton, Rialto and Fontana by delivering better connections to sbX.
 - The FY2015 Constrained Plan also proposes the elimination of OmniLink due to duplication of OmniGo Service.
 - Lastly, the FY2015 Constrained Plan proposes implementation of Omnitrans' first fare increase in five years. The fare increase is proposed as a \$0.25 increase on the \$1.50 base cash fare and a \$0.15 increase on the \$0.60 senior/disability cash fare.
 - In FY2016, the Constrained Plan proposes improving the directness of travel in West Valley by delivering more refined north-south routes to feed into the key high-frequency east-west corridors on Foothill Boulevard and Holt Boulevard. This will improve travel directness and should help improve the service statistics on the key trunk routes making them more competitive for grant funding.
 - In FY2017-2020, the Constrained Plan proposes a number of questions that should be asked and analyzed in developing each year's plan. These questions relate to the success of early changes and also progress checks on proposed developments that may alter Omnitrans service strategies.
- A fare policy update with proposed fare increases every other year. The proposed base fare is scheduled to increase \$0.25 every other year starting at a FY2014 base of \$1.50 moving to \$1.75 in FY2015, \$2.00 in FY2017 and \$2.25 in FY2019.
- A Title VI analysis to ensure compliance with Federal regulations and a summary of the Outreach efforts.

Even as the OmniConnects Plan is proposed for approval, staff will continue to move items from the Unconstrained Plan to reality when financially feasible. One of the next steps toward that end is to gather additional input on the West Valley Connector.

The Alternatives Analysis process for the West Valley Connector is currently underway and is expected to be completed in December 2014. The Project Development Team made up of staff representatives of all cities along the corridor (Fontana, Montclair, Ontario, Pomona, and Rancho Cucamonga), SANBAG, SCAG, Metrolink, Ontario Airport, Ontario Mills Mall, Foothill Transit, and LA Metro, is in agreement with the initial project scope (shown in the project map below), which includes two phases. Phase I, about a \$25 million project, includes Rapid, limited stop service on short headways, with stops spaced at ½ mile to 1 mile apart, improved stations, transit signal priority, and other robust intelligent transportation systems throughout the corridor. Phase II will add 3.5 miles of dedicated, center-running BRT lanes in the City of Ontario and additional station enhancements. More detail on the project is available in Chapter 10 of the OmniConnects Plan.



Outside grant funding sources are being sought for funding for the project. A TIGER grant application was submitted to meet the deadline of April 28, 2014. A California Active Transportation grant application will be submitted by the deadline of May 21, 2014. These funding sources will supplement the funding that is anticipated to be available from the sale of Omnitrans-owned property in Rancho Cucamonga (FTA approval for the sale of the property is pending).

The project team will use stakeholder/public input to help finalize the scope of the project, alignment, and station locations. Public outreach meetings are being scheduled for June 3rd, 4-7pm at the Ontario Senior Center, and June 4th, 4-7pm at North Hills Community Church in Rancho Cucamonga. More information will be provided prior to the public meetings.

The Alternatives Analysis contract with Parsons Transportation Group is anticipated to be completed in December 2014. Staff plans to release a Request for Proposals for Architectural & Engineering Services so that design can begin after the Alternatives Analysis phase is completed.

FY2015 SERVICE ELEMENT

The OmniConnects Constrained Plan for FY2015 details all of the elements of a typical annual service element. Omnitrans recommends that the FY2015 Constrained Plan serve as the implementation plan normally developed in the annual service element.

The key developments for FY2015 include: 1) proposed improvements to better deliver east-west connections to sbX; 2) the proposed elimination of OmniLink; and, 3) the proposed \$0.25 base fare increase.

The details of this can be found in sections 11.2 and 11.3 for service and 12.4, 12.5 and 12.6 for fares.

The proposed Systemwide service statistics can be found in the table below.

System Total (All Services, Fixed Route, OmniGo, OmniLink, sbX, and Contracted Weekend)								
System Total (in Thousands except vehicles and ratios)		Actuals				Estimated	Projection	Change
		FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2015
Financial	Fare Revenue	\$ 14,527	\$ 15,053	\$ 14,930	\$ 14,738	\$ 14,857	\$ 17,418	17.2%
Operating Data	Revenue Miles	10,810	10,598	10,851	10,866	10,786	11,173	3.6%
	Total Miles	12,155	11,817	12,019	12,073	11,967	12,311	2.9%
	Revenue Hours	807	783	796	797	793	812	2.4%
	Total Hours	884	857	868	870	865	881	1.8%
	Passengers	14,751	14,891	16,152	16,146	15,951	16,413	2.9%
Fleet Data	Peak Revenue Fleet	237	236	241	241	252	247	-2.0%
Key Stats	Passengers per Hour	18.3	19.0	20.3	20.3	20.1	20.2	0.5%

Note: Fare Revenue includes the Measure I Fare Subsidy for Senior and Disabled Riders.

APTA'S SUSTAINABILITY COMMITMENT

Transit agencies across the country have signed on to the APTA Sustainability Commitment, making a commitment to initiate projects, programs, or changes within their agency that will result in cost savings, reducing consumption, or reducing carbon footprint. The APTA Sustainability Commitment program is an opportunity for resource-sharing with transit agencies that are implementing cost-saving, cutting-edge sustainability measures throughout the country. There is no financial commitment involved with signing the APTA Sustainability Commitment.

The commitment form that will be signed is included as Exhibit A with this agenda item. By signing the commitment, the agency commits to the following:

- Make sustainability part of the agency's strategic objectives;
- Identify a sustainability champion within the agency who tracks key sustainability indicators and targets, reports annually to APTA, engages with the agency and

community, and recommends and implements short and long term goals and programs;

- Establish an outreach program on sustainability for staff; and
- Establish a baseline measurement for key indicators.

The key sustainability indicators and targets are identified in Chapter 9 of the OmniConnects Plan.

Omnitrans staff has an existing Green Team, which has led many initiatives throughout the agency over the past decade, including recycling, reduced paper usage, reduced water usage, etc. A member of the Green Team will be identified as Omnitrans' Sustainability Champion, who will work with APTA on reporting. After signing, Omnitrans will work toward Bronze level recognition. More detail is provided in Chapter 9 of the OmniConnects Plan.

CONCLUSION

Staff recommends the adoption of the OmniConnects FY2015-2020 SRTP because it presents a balanced budget through 2020 that closed an identified shortfall while maintaining the overall level of service yet working to improve travel time and travel directness;

Staff recommends the adoption of the OmniConnects FY2015 Constrained Plan as the FY2015 Service Element in order to implement the first year of the OmniConnects SRTP; and

Staff recommends that Omnitrans sign the American Public Transportation Association's (APTA's) Sustainability Commitment to formalize Omnitrans' long-standing commitment to sustainability.

PSG:AR:JB



Exhibit A
APTA Sustainability Commitment Form
SIGNATORY APPLICATION
The APTA Sustainability Commitment



My organization, _____

a member of the American Public Transportation Association (APTA), agrees to adhere to the core principles of the APTA Sustainability Commitment, as follows:

1. making sustainability a part of my organization's strategic objectives
2. identifying a sustainability champion within my organization coupled with the proper human and/or financial resources and mandates
3. establishing an outreach program (awareness-raising and education) on sustainability for all staff of my organization
4. establishing a base-line measurement for my organization of the following indicators:
 - water usage
 - criteria air pollutants*
 - GHG emissions and GHG savings*
 - energy use (electricity, fuel)
 - recycling levels/waste
 - operating expense* per unlinked passenger trip and vehicle revenue mile
 - unlinked passenger trips* per capita in service area of operation
 - VMT* per capita in service area of operation

** applicable to transit agencies only*

Within one year of signing, my organization will give a progress report of steps made to achieve the core principles.

Name and position of person empowered to sign on behalf of organization:

Signature and date: _____

Key contact person (if different from above): _____



FY2015-2020 SHORT RANGE TRANSIT PLAN

May 7, 2014



OmniCONNECTS



Background

- **OmniConnects** is the name of Omnitrans' proposed FY2015-2020 Short-Range Transit Plan.
- It's called **OmniConnects** to focus the plan on Omnitrans' core mission of Connecting People, Businesses and the Community with safe, clean, frequent and reliable public transportation.

OmniCONNECTS Plan Action Items

1. Adopt **OmniConnects** as the FY2015-2020 SRTP
2. Adopt the **OmniConnects**' FY2015 Constrained plan as the FY2015 Service Element
3. Authorize Omnitrans to sign APTA's Sustainability Commitment

OmniCONNECTS Main Components

1. Overview: Omnitrans, Community, Riders & Partners
2. Goals, Standards & Metrics
3. Financial Plan
4. Fare Policy
5. Unconstrained Service Plan
6. Constrained Service Plan by Year
7. Title VI Analysis
8. Public Outreach Results

OmniConnects Plan

- OmniConnects delivers a plan with a balanced budget through 2020
 - Proposed Fare Increases
 - Organizational Restructuring
 - Management Staff Health Care Contribution
 - Risk Management
- Maintains overall service level
- Found service enhancements by eliminating service duplication

OmniConnects Funding Projections

- Funding consistent with COA funding agreements

	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020
Operating Revenue	\$71.56	\$75.47	\$77.31	\$79.59	\$81.56	\$84.01	\$86.09
Operating Costs	\$71.56	\$75.47	\$77.31	\$79.59	\$81.56	\$84.01	\$86.09
Surplus (Shortage)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

OmniCONNECTS: Fare Proposal

- Three fare increases proposed.
- Small transactable fare increases every other year.
 - 2015: 16% or +\$0.25 to base fare +\$0.15 to S/D cash fare
 - 2017: 14% or +\$0.25 to base fare +\$0.15 to S/D cash fare
 - 2019: 12% or +\$0.25 to base fare +\$0.10 to S/D cash fare
- Generates \$3 million in additional revenue to close \$12 million gap.
- Each 10% increase in fares, causes a 3.6% reduction in ridership.

Fare Proposal: Fixed Route

	FY2014	FY2015	Δ	FY2017	Δ	FY2019	Δ
Cash/Ticket Fares							
Full-Fare	\$1.50	\$1.75	\$0.25	\$2.00	\$0.25	\$2.25	\$0.25
Senior/Disability	\$0.60	\$0.75	\$0.15	\$0.90	\$0.15	\$1.00	\$0.10
Day Passes (Single)							
Full-Fare	\$4.00	\$5.00	\$1.00	\$6.00	\$1.00	\$6.75	\$0.75
Senior/Disability	\$1.85	\$2.25	\$0.40	\$2.75	\$0.50	\$3.00	\$0.25
7-Day Passes							
Full-Fare	\$15.00	\$18.00	\$3.00	\$20.00	\$2.00	\$23.00	\$3.00
Senior/Disability	\$7.00	\$8.00	\$1.00	\$9.00	\$1.00	\$11.00	\$2.00
Youth	\$11.00	\$14.00	\$3.00	\$15.00	\$2.00	\$17.00	\$2.00
31-Day Passes							
Full-Fare	\$47.00	\$55.00	\$8.00	\$60.00	\$5.00	\$69.00	\$9.00
Senior	\$23.50	\$27.50	\$4.00	\$30.00	\$2.50	\$34.50	\$4.50
Youth	\$35.00	\$41.00	\$6.00	\$45.00	\$4.00	\$52.00	\$7.00

Fare: Proposal Access

Access fares are 2x Fixed Route Base Fare minus Measure I Subsidy

	FY2014	FY2015	Δ	FY2017	Δ	FY2019	Δ
Access Fares							
1-3 Zone Cash/Ticket	\$2.75	\$3.25	\$0.50	\$3.75	\$0.50	\$4.25	\$0.50
Each Additional Zone	\$1.00	\$1.00	\$0.00	\$1.00	\$0.00	\$1.00	\$0.00
Beyond the Boundary additional fee	\$5.00	\$5.00	\$0.00	\$5.00	\$0.00	\$5.00	\$0.00

Productivity-Oriented & Coverage Oriented Service Goal

- Reaffirms: 65% Productivity-Oriented & 35% Coverage-Oriented Service Delivery
 - Modify service to reach this goal

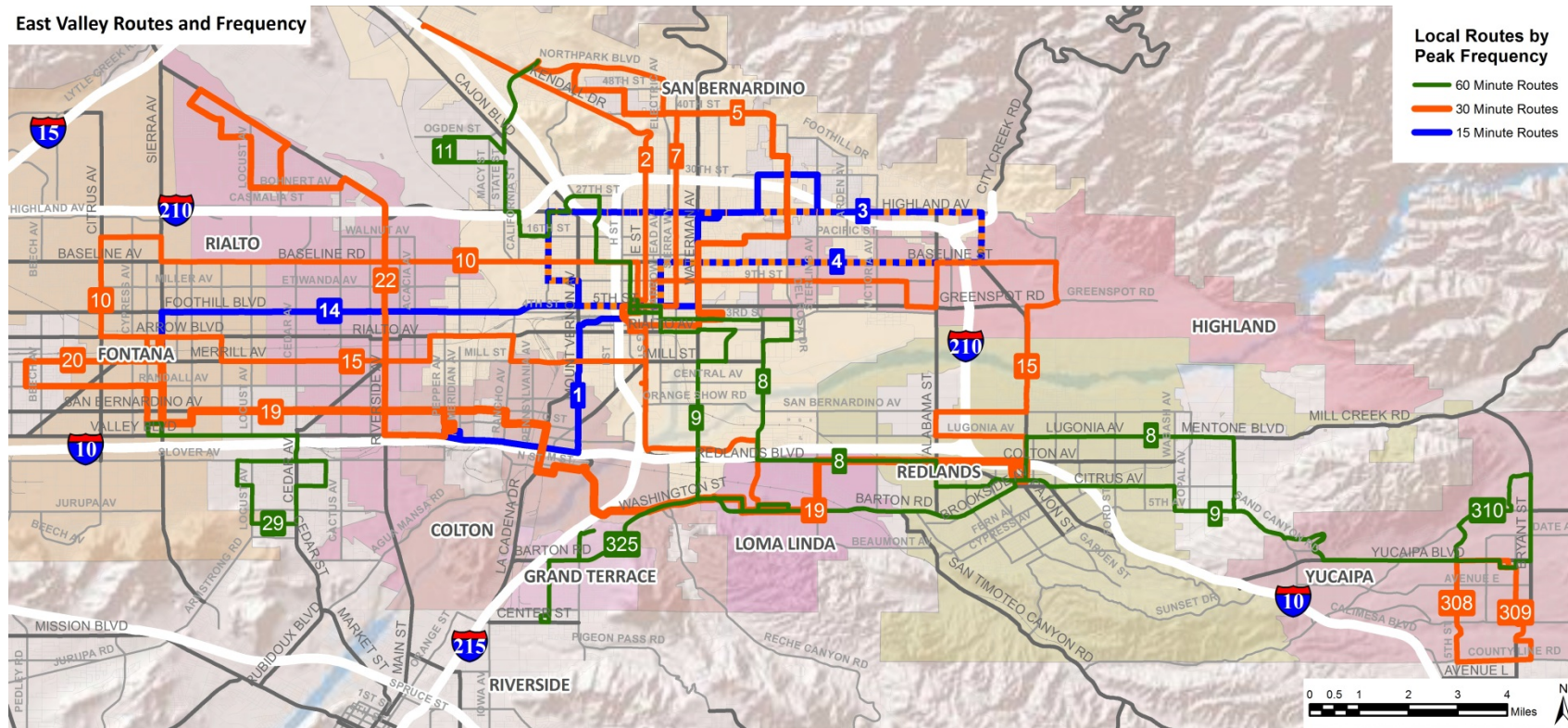
Service Type	Revenue #	Hours %	Ridership #	%	Passengers per Hour	Subsidy per Passenger
Productive (Tier 1 & Part of 2)	292,608	48%	8,878,550	57%	30.3	\$2.15
Coverage (Tier 2, 3 & OmniGo)	319,803	52%	6,795,209	43%	21.2	\$3.43
Total	612,411		15,673,759		25.6	\$2.70

OmniCONNECTS Unconstrained Plan

- Eliminate Service Duplication
- Utilize Savings to add Productivity-Oriented Services
- Restructure Routes
 - Ease of Travel and Directness in West Valley
 - Extend Reach of sbX by developing strong East-West Transfer
- New Services
 - Rapid or BRT-Lite
 - Freeway Express

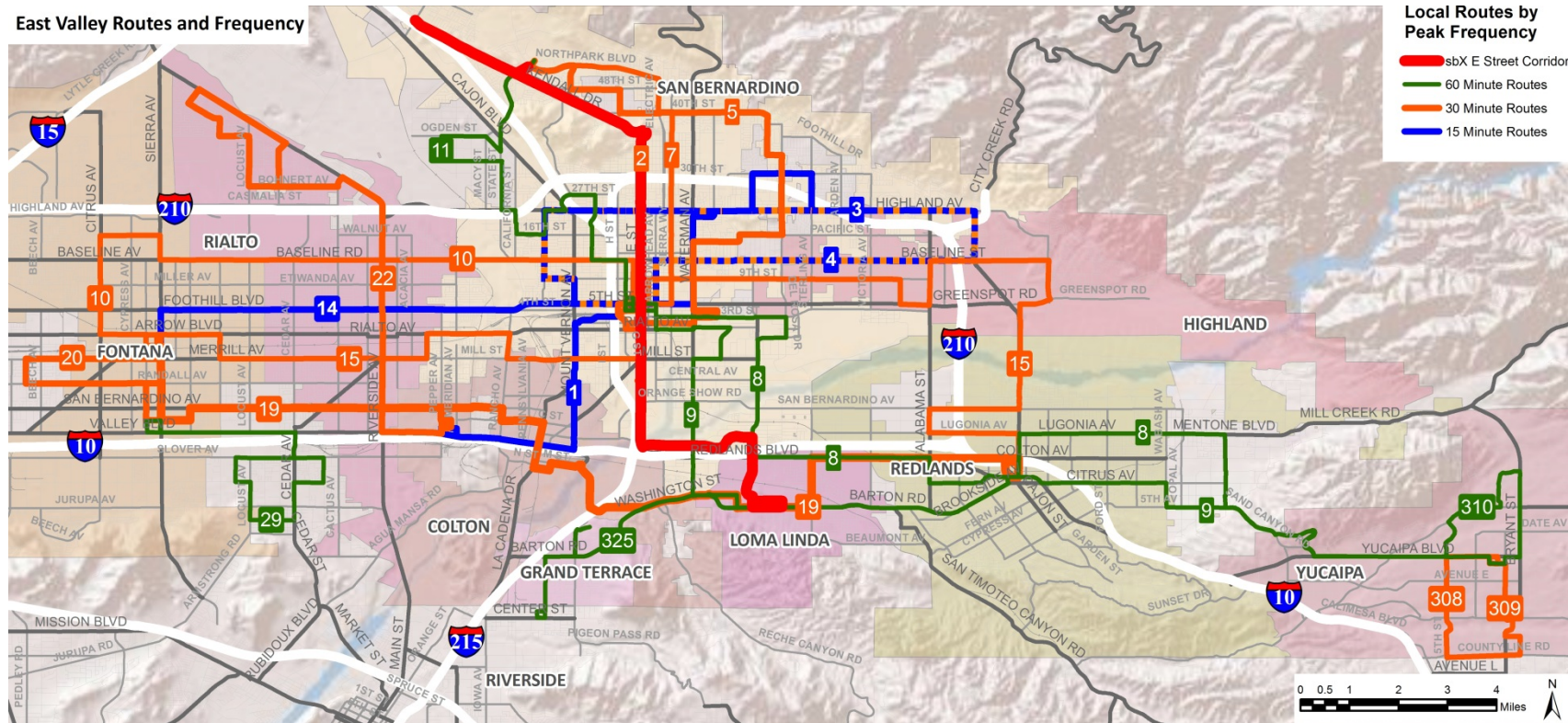
East Valley Before

East Valley Routes and Frequency



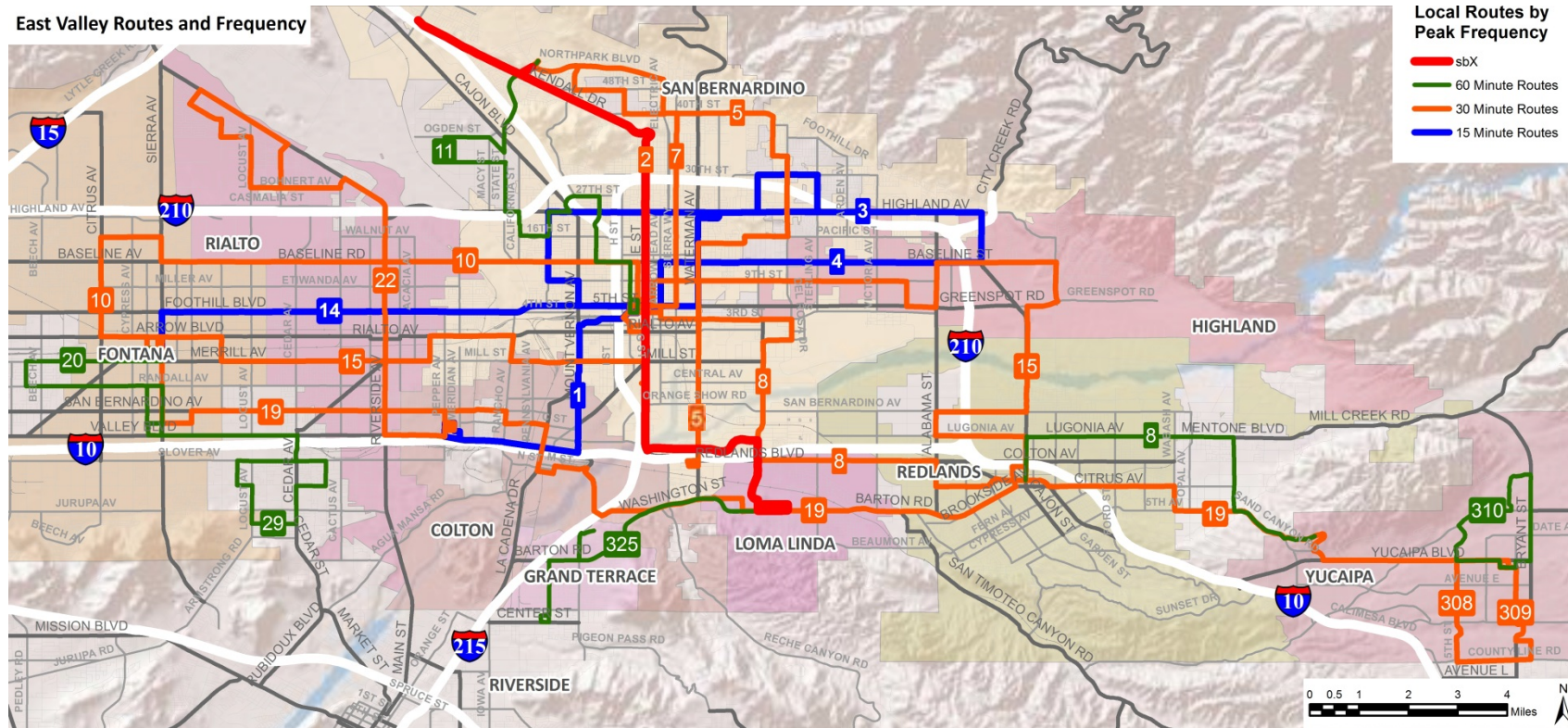
East Valley Before

East Valley Routes and Frequency



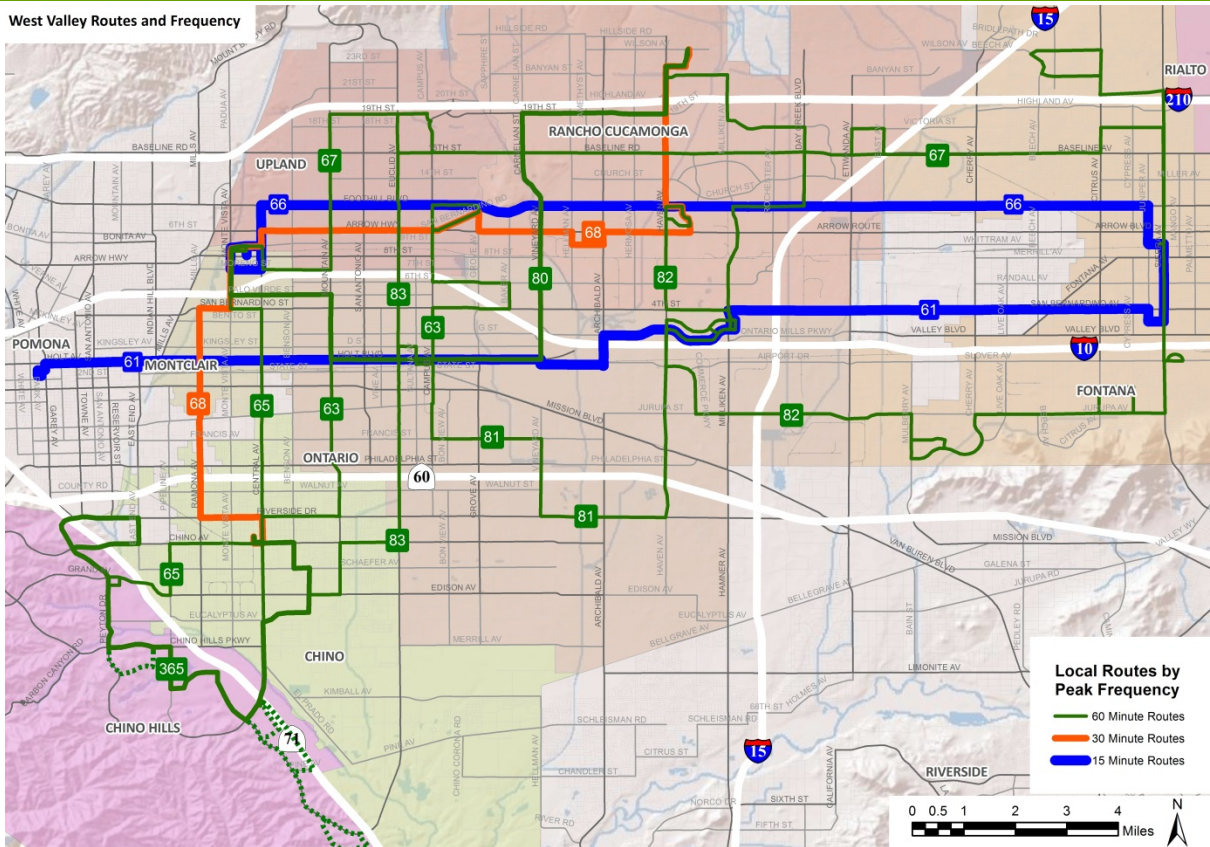
East Valley After

East Valley Routes and Frequency



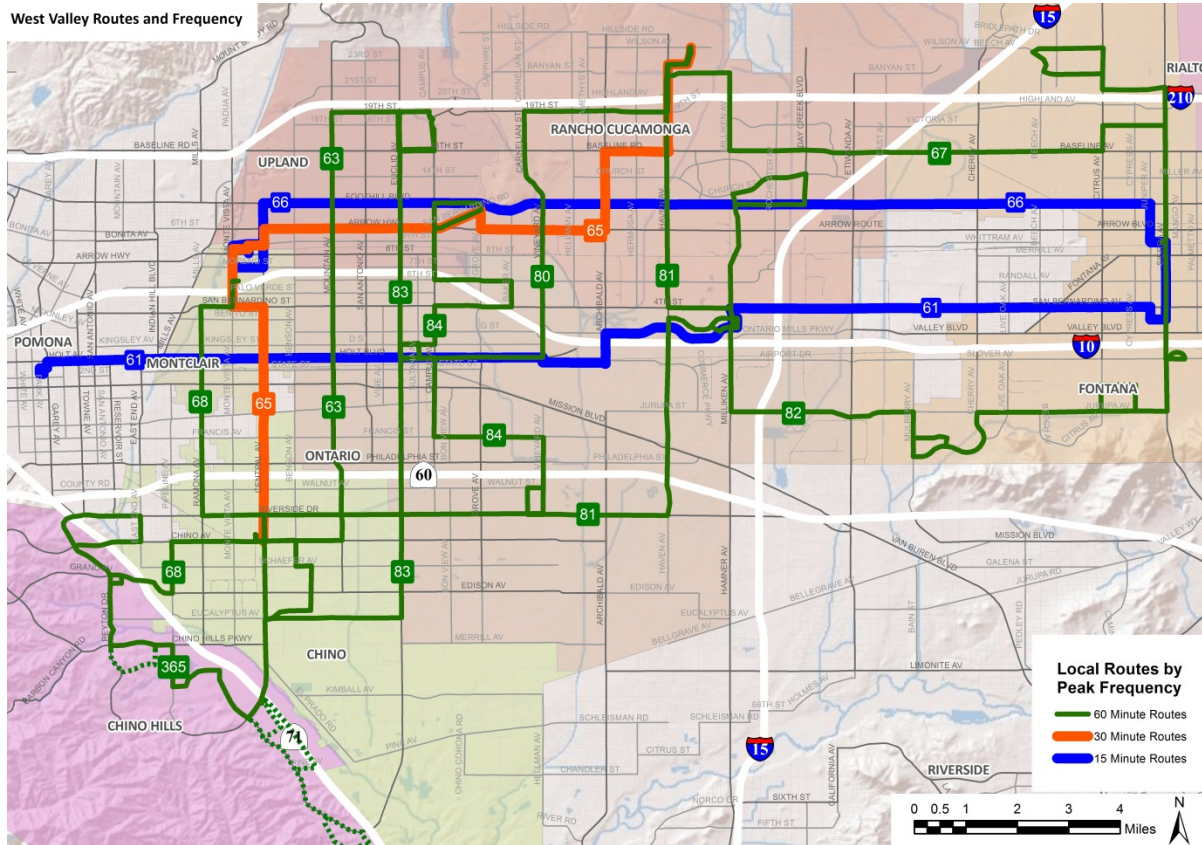
West Valley Before

West Valley Routes and Frequency



West Valley After

West Valley Routes and Frequency

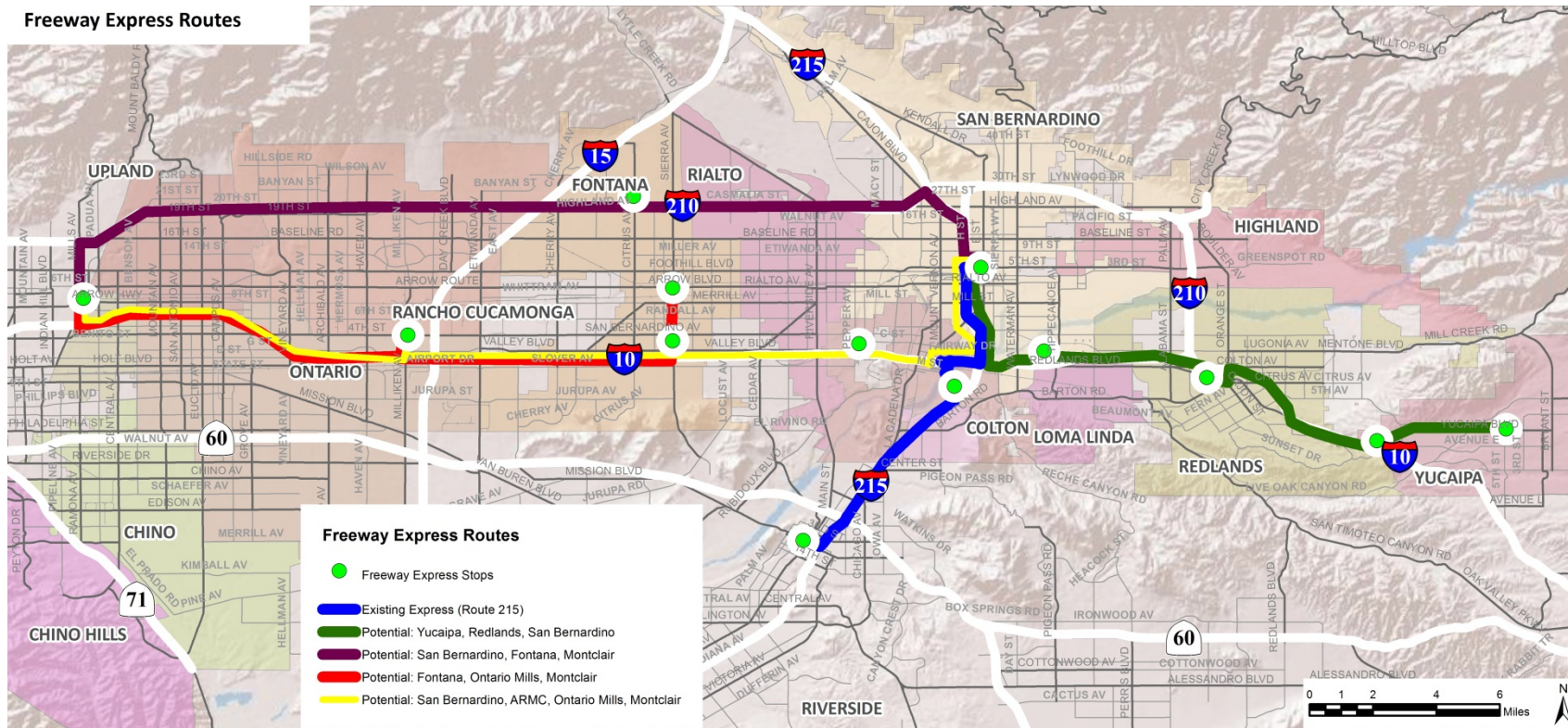


OmniGo & OmniLink: Duplicate Services

- OmniLink Service is a General-Public Dial-a-Ride in Yucaipa and Chino Hills
- OmniGo began in FY2011. Designed to capture most OmniLink Riders. Currently provides three times as many trips as OmniLink did at its peak.
- Propose elimination of OmniLink Service due to duplication and success of OmniGo.
- Omnlink cost of \$420,000 per year

Freeway Express Routes

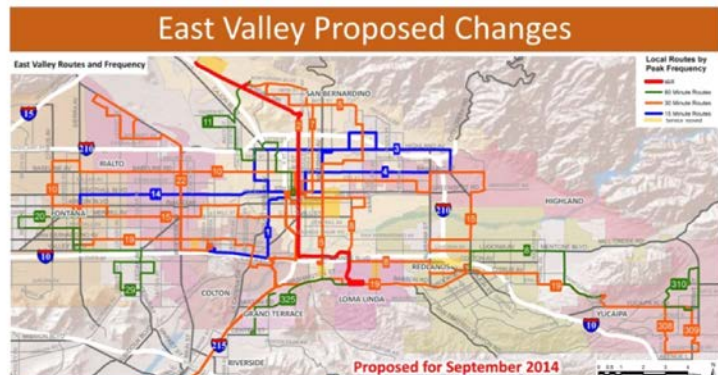
Freeway Express Routes



Constrained Plan

- FY2015 (September 2014):
 - Implement East Valley changes
 - Eliminate OmniLink
 - Determine savings from OmniLink and use for one freeway express peak service
- FY2016 (September 2015)
 - Implement Valley changes
- Subsequent Years
 - Monitor developments, seek savings/grants to expand Rapid, Express and BRT-lite programs

Public Input: March & April 2014



Route	Map Change	Frequency Change	Details
1	No	No	No Service Change
2	Yes	Yes	No Service Change with OmniConnects. When sbX starts in April, Route 2 will be extended north to Kendall and Palm. Weekday frequency will be reduced to every 30 minutes.
3/4	No	Yes	Improve frequency to 15 minutes on weekdays.
5	Yes	Yes	No Service Change with OmniConnects.
7	Yes	Yes	When sbX starts in April, Route 7's northern terminus will change to Cal State. Route 2 and sbX will continue to Kendall and Palm.
10	No	No	No Service Change
11	No	No	No Service Change
14	No	No	No Service Change
15	No	No	No Service Change
19	Yes	Yes	Frequency reduced to one bus per hour
20	No	Yes	No Service Change
22	Yes	No	Weekend Frequency improvement to 30 minute service
29	No	No	No Service Change
215	No	Yes	No Service Change
308	No	No	No Service Change
309	No	No	No Service Change
310	No	No	No Service Change
325	No	No	No Service Change
sbX	New		New Service starts April 28 th

- 11 Public Meetings held
 - 4 Formal Meetings
 - 7 at high volume transit centers
 - Spoke with over 450 individuals at meetings
 - Received over 191 comments; 102 at meetings
- City, Partner Agency, Employee meetings, SANBAG, Advocacy Groups

Public Input: Comment Summary

- **55% Service Changes**

- Greatest number of comments related to Chaffey College LDC;
- Need to walk or make transfers; Once informed of “new way,” many saw improvements.

- **8% Related to Fares**

- Many comments against raising fares;
- Generally individuals understood need.

- **19% Related to OmniLink:**

- Concerns primarily from Seniors in Yucaipa; loss of service would leave no option.
- Many appeared to be Access eligible or live on an OmniGo Route. Afraid of using new service, or unaware of service alternatives.

- **18% Other:**

- Just Want More: Hours, Frequency, Amenities

Projected Systemwide Outcome

System Total (All Services, Fixed Route, OmniGo, OmniLink, sbX, and Contracted Weekend)

System Total (in Thousands except vehicles and ratios)		Actuals		Estimated	Projection					
		FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020
Financial Data	Fare Revenue	\$14,930	\$14,738	\$14,857	\$17,418	\$17,841	\$18,774	\$19,249	\$20,174	\$20,675
Operating Data	Rev. Miles	10,851	10,866	10,786	11,173	11,212	11,178	11,246	11,241	11,319
	Total Miles	12,019	12,073	11,967	12,311	12,352	12,314	12,396	12,389	12,480
	Rev. Hours	796	797	793	812	815	812	817	816	821
	Total Hours	868	870	865	881	884	881	886	886	892
	Passengers	16,152	16,146	15,951	16,413	16,508	15,954	16,050	15,548	15,651
Fleet Data	Peak Rev. Fleet	241	241	252	247	244	244	244	244	244
Key Stats	Passengers per Hour	20.3	20.3	20.1	20.2	20.3	19.6	19.7	19.0	19.1



FY2015 Summary Service Statistics

- Increased ridership due to sbX.
- Systemwide ridership growth is reduced due to fare increases.

System Total (All Services, Fixed Route, OmniGo, OmniLink, sbX, and Contracted Weekend)

System Total (in Thousands except vehicles and ratios)		Actuals		Estimated	Projection	% Change
		FY2012	FY2013	FY2014	FY2015	FY2015
Financial Data	Fare Revenue	\$14,930	\$14,738	\$14,857	\$17,418	17.2%
Operating Data	Rev. Miles	10,851	10,866	10,786	11,173	3.6%
	Total Miles	12,019	12,073	11,967	12,311	2.9%
	Rev. Hours	796	797	793	812	2.4%
	Total Hours	868	870	865	881	1.8%
	Passengers	16,152	16,146	15,951	16,413	2.9%
Fleet Data	Peak Rev. Fleet	241	241	252	247	-2.0%
Key Stats	Passengers per Hour	20.3	20.3	20.1	20.2	0.5%

Sustainability

Seek Authorization to Sign APTA's Sustainability Commitment

- Commit to make sustainability a strategic goal
- Designate a Sustainability Champion
- Set target goals and action items
- No cost



ITEM # F3

DATE: May 7, 2014

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Marjorie Ewing, Director of Human Resources

SUBJECT: **SALARY RANGES – PERSONNEL POLICY #402**
MANAGEMENT CONFIDENTIAL CLASSIFICATIONS

FORM MOTION

Adopt revisions to Personnel Policy 402 – Salary Ranges, Management Confidential Classifications for non-represented employees:

1. The revisions under Classifications - Two (2) new positions, three (3) re-evaluated positions to be effective July 1, 2014. Elimination of seven (7) staff positions.
2. Under Salary Ranges - adjust the compa ratio of levels VI (6) thru IX (9) to 2014 market with a financial impact of \$85,048.00 for Fiscal Year 2015.

This item was reviewed by the Administrative & Finance Committee at its April 17, 2014, meeting, and recommended for adoption by the Board of Directors.

BACKGROUND

Background for Motion 1: Omnitrans Personnel Policy 402 – Salary Ranges, Management Confidential Classifications for non-represented employees was last updated in July 10, 2013, for title changes.

A contract agreement between Capital Partnerships, Inc., and Omnitrans was created in September 2013 to conduct a structural assessment and comparison of Omnitrans to mid-sized transit agencies using the same modes. The structural assessment was to analyze the current senior management organization structure, functions, and reporting relationships. The next step was to conduct an analysis of other mid-sized transit agencies nationwide. The final report provided recommendations, alternatives to structures not under a constrained service plan. This report was presented to the Executive Board in January 2014. The Agency is under a constrained service plan and is implementing the best practices recommended, where possible. Staff is proposing the blending of four departments into two, and has reduced the direct reports for the CEO/GM by two

directors. The creation of two (2) new positions and the re-evaluation of three (3) existing positions will facilitate opportunities for succession planning of middle managers and supervisors, and facilitate opportunities to offset personnel expense by sharing Agency personnel resources with other transit agencies in the San Bernardino Valley.

The two (2) new positions are Customer Services Manager, Level V and Materials Manager, Level IV. These new positions need to be recruited. The three (3) re-evaluated positions have increased in supervisory, planning, and accountability. The positions are Development Planning Manager, Level III (previously Planning Project Manager, Level V); Safety & Regulatory Compliance Manager, Level III (previously Director of Safety and Regulatory Compliance Level II) is vacant. The third re-evaluated position of Department Senior Secretary, level VII (previously level VIII) is market driven. The Position Information Questionnaires and Job Descriptions are attached detailing the changes.

Background for Motion 2: The last market adjustment for the compa ratio was in 2012. Omnitrans policy requires surveying every two years. Every year the transit industry and third party survey look at the market to address the salary ranges. This year, Fox Lawson completed their study for Riverside Transit Agency (RTA), and other Southern California Agencies for which Omnitrans has been an active participant. As a participant, Fox Lawson offered survey results tailored to Omnitrans positions utilizing the transit database. Upon thorough review, evaluation and comparison to the market, staff proposes adjustments to the level ranges VI through IX that are the highest percentage below market, proposing a three percent (3%) increase to the ranges narrowing the below market percentages. As a whole, the non-represented employees, after this adjustment to levels VI thru IX, are 4.11% below market.

FUNDING SOURCE

Motion 1: Savings of eliminated staff positions \$809,075; added or re-evaluated positions cost \$300,305; Net savings \$508,770.

Motion 2: The impact to Fiscal Year 2015 is \$85,048.00 and will be included in the proposed budget scheduled for adoption in May 2014.

Note: Overall impact of Policy 402 on the budget for FY15 is a savings of \$423,722.

Department: All
Account: Salaries and Benefits

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

CONCLUSION

Adoption of the proposed revisions to Personnel Policy 402 – Salary Ranges, Management Confidential Classifications for non-represented employees will facilitate opportunities for succession planning of middle managers and supervisors and opportunities to offset personnel expense by sharing agency personnel resources with other transit in the San Bernardino Valley.

PSG:ME



PERSONNEL POLICY MANUAL

POLICY 402 PAGE 1 OF 4

SUBJECT

Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed: July 1, 2014

DATE: July 10, 2013

I. Purpose

To state Omnitrans' policy on salary ranges for Management and Confidential classifications.

II. Scope

All Departments

III. Procedure

A. The Director of Human Resources is responsible for compensation administration and will modify and issue, from time to time, pay ranges and guidelines for salary adjustments as approved by the Board of Directors.

B. The CEO may increase the range to accommodate salary in lieu of providing an agency vehicle when necessary.

Classification	Minimum	Mid-Point	Maximum
<u>Level I</u>	8497	10549	12600
<u>Level II</u>	7400	9188	10977
Director of Finance			
Director of HR and Safety & Regulatory Compliance			
Director of Information Technology			
Director of Internal Audit			
Director of Maintenance			
Director of Marketing & Planning			
Director of Planning (Position combined with Director of Marketing)			
Director of Operations			
Director of Procurement			
Director of Safety & Regulatory Compliance (Position combined with Director of HR)			
<u>Level III</u>	6162	7635	9108
Accounting Manager			
Contracts Manager			
Development Planning Manager (Reclassified from Planning Project Manager)			
Employee Relations Manager			
Facility Manager			
Maintenance Manager			
Service Planning & Scheduling Manager (Technical title change)			
Transportation Manager			
Treasury Manager			



PERSONNEL POLICY MANUAL

POLICY 402 PAGE 2 OF 4

SUBJECT

Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed: July 1, 2014

DATE: July 10, 2013

Level IV 5667 6678 7690

Database Administrator

Materials Manager (Replaces Materials Supervisor)

Network Administrator (Archived position reinstated)

Technical Services Manager

Safety & Regulatory Compliance Manager (Archived position reinstated)

System Coordinator

Level V 4824 5825 6711

Application Developer

Application Specialist

Assistant to the CEO/GM

Assistant Transportation Manager

~~Community Outreach Specialist~~ (Title change to Marketing Manager)

Contract Administrator

Customer Service Manager (Replaces Customer Service Supervisor)

Dispatch Supervisor

Facility Supervisor

Fleet Safety & Training Supervisor

HR Leave Administrator

Marketing Manager (Title change from Community Outreach Specialist)

Planner II (Technical title change – position moves to Finance Dept.)

~~Planning Project Manager~~ (position reclass to Development Planning Mgr)

Safety & Regulatory Compliance Specialist

Senior Financial Analyst

Shift Supervisor

Systems Engineer (Archived position reinstated)

Web Designer

Level VI 4125 4943 5760

Accountant

4249

5091

5933

~~Customer Service Supervisor~~ (Replaced by Customer Service Manager)

Field Supervisor

Fleet Safety & Training Instructor

Human Resources Analyst

Human Resources Specialist

Loss Prevention & Security Supervisor

~~Materials Supervisor~~ (Replaced by Materials Manager)

Operations Analyst

Operations Services Supervisor

Sales Supervisor

Stops and Stations Supervisor



PERSONNEL POLICY MANUAL

POLICY 402 PAGE 3 OF 4

SUBJECT

Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed: July 1, 2014

DATE: July 10, 2013

<u>Level VII</u>	3838	4600	5362
Contract Review Analyst	3953	4738	5523
Department Senior Secretary (market-based level change from Level VIII)			
Dispatcher			
Marketing Specialist			
Planner I			

<u>Level VIII</u>	3284	3825	4367
Administrative Secretary	3383	3940	4498
Department Senior Secretary (moved to level VII)			
Fleet Analyst			
Human Resources Assistant			
Payroll Technician			
Warranty Coordinator			

<u>Level IX</u>	2758	3221	3685
Human Resources Clerk	2841	3318	3796

When range changes occur every two years, Management & Confidential employees will maintain the same placement (compa ratio) in the new range.

The following classifications are for Capital Projects and are mandated by the FTA:

<u>Level I</u>	8497	10549	12600
Program Manager			

<u>Level II</u>	7400	9188	10977
Construction Manager			

<u>Level III</u>	6162	7635	9108
Design Manager			
Engineering Services Manager			
Project Control Manager			
Public Relations Manager			
Quality Assurance Manager			

<u>Level IV</u>	5667	6678	7690
Construction Safety Manager			
Construction Safety & QA Specialist			
Public Relations Specialist			
Right-of-Way & Utilities Manager			
Senior Contract Administrator			



PERSONNEL POLICY MANUAL

POLICY 402 PAGE 4 OF 4

SUBJECT

Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS
BOARD OF DIRECTORS

Proposed: July 1, 2014

DATE: July 10, 2013

<u>Level VI</u>	4125	4943	5760
Project Analyst	4249	5091	5933
<u>Level VII</u>	3838	4600	5362
Document Control Analyst			
<u>Level VIII</u>	3284	3825	4367
Administrative Secretary-Capital Projects	3383	3940	4498

Omnitrans Management Confidential

Current Ranges				Proposed				%
	Min	Mid	Max	Adjust Levels 6 - 9 Only			Incr.	below market
				Min	Mid	Max		
Level 1	\$ 101,964	\$ 126,588	\$ 151,200	\$ 101,964	\$ 126,588	\$ 151,200	0%	5.62%
Level 2	\$ 88,800	\$ 110,256	\$ 131,724	\$ 88,800	\$ 110,256	\$ 131,724	0%	4.62%
Level 3	\$ 73,944	\$ 91,620	\$ 109,296	\$ 73,944	\$ 91,620	\$ 109,296	0%	2.96%
Level 4	\$ 68,004	\$ 80,136	\$ 92,280	\$ 68,004	\$ 80,136	\$ 92,280	0%	2.15%
Level 5	\$ 57,888	\$ 69,900	\$ 80,532	\$ 57,888	\$ 69,900	\$ 80,532	0%	3.52%
Level 6	\$ 49,500	\$ 59,316	\$ 69,120	\$ 49,500	\$ 59,316	\$ 69,120	3%	4.42%
Level 7	\$ 46,056	\$ 55,200	\$ 64,344	\$ 46,056	\$ 55,200	\$ 64,344	3%	0.82%
Level 8	\$ 39,408	\$ 45,900	\$ 52,404	\$ 39,408	\$ 45,900	\$ 52,404	3%	6.99%
Level 9	\$ 33,096	\$ 38,652	\$ 44,220	\$ 33,096	\$ 38,652	\$ 44,220	3%	5.88%
			Average	\$ 34,089	\$ 39,812	\$ 45,547	Average	4.11%
Advantages of keeping these ranges:								
No going to Board with Policy 402								
No issues with Unions								
No increase in cost								
Disadvantages of keeping these ranges:								
May lose MC ee's leaving for other jobs								
Ranges will fall further behind market								
Won't re-visit ranges until 2016								
Problems recruiting for open positions								
Advantages of this scenario:								
No adjustments to highest level positions								
Least costly scenario								
Adjustment given only to levels that are furthest from the market								
Annual increased cost: \$ 85,048								
Disadvantages of this scenario:								
Morale for Levels 2 through 5								
Pay compression issues?								

OMNITRANS
Job Description – New Position

Job Title: Customer Service ~~Supervisor~~ **Manager**
Department: Marketing
Reports to: Director of Marketing
FSLA Status: Exempt, Level V
Approved By: Board of Directors
Approved Date: ~~June 1, 1999~~ July 1, 2014

SUMMARY

~~Supervises and coordinates activities of marketing department clerk(s) engaged in handling telephone complaints or supplying information to customers~~ Responsible for the oversight and operation of Agency call center and supervision of information clerks and Sales Supervisor. Tracks, measures, and responds to customer concerns.

DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Monitors information calls to observe employee's demeanor, technical accuracy, and conformity to company policies.

Recommends corrective actions to address customer complaints. Answers questions about service.

Manages the computer database to compile contact information and responses to customer service requests and complaints.

~~Oversees application process for certification in compliance with Americans with Disability Act (ADA).~~ Oversees pass sales programs, providing guidance and input.

Recognizes sensitive issues and consults with other marketing staff regarding the appropriate action.

Monitors customer contact productivity to ensure compliance with Agency policy. Prepares customer contact reports.

Determines work procedures, prepares work schedules, and expedites workflow.

Issues written and oral instructions.

Studies and standardizes procedures to improve efficiency of subordinates.

Maintains harmony among workers and resolves grievances.

Assists with special Marketing projects.

Job Title: Customer Service Manager
Department: Marketing
Page 2

Enforces and rates on a scale the safety performance including rules and regulations compliance and implements corrective action.

SUPERVISORY RESPONSIBILITIES

Directly supervises Customer Service employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

~~Associate's degree (A.A. or A.S.)~~ Bachelor's degree (B.A.) from a ~~two~~ four-year college or university ~~technical school~~; and ~~two~~ three to five years of related experience and/or training; or an equivalent combination of education and supervisory experience. Demonstrated skills in: conflict management, leadership, business writing, call management; public speaking, bilingual (Spanish).

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write ~~routine~~ reports and business correspondences, and procedure manuals. Ability to ~~speak~~ effectively to present information and respond to questions from groups of managers, clients, customers, and the general public ~~or employees of the organization~~.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Must be familiar with current business operating systems, software and programs.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Job Title: Customer Service Manager
Department: Marketing
Page 3

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is ~~regularly~~ frequently required to sit, use hands to finger, handle or feel, and talk or hear. The employee is regularly required to reach with hands and arms. ~~The employee is occasionally required to stand, walk, use hands to finger, handle, or feel, and reach with hands and arms.~~ The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

OMNITRANS

POSITION INFORMATION QUESTIONNAIRE

EMPLOYEE NAME: _____ DATE: _____

POSITION TITLE: _____

OTHER TITLES COMMONLY USED (If no other titles are used, indicate by writing "N/A" in the space below)

PURPOSE

This questionnaire is designed to gather relevant information about the nature of each job performed in the Company. It is not an evaluation of you or your performance. It gives you the opportunity to explain the significant features of your job by responding to a series of questions. The information you provide will be used to develop a position description and to establish an appropriate and competitive pay range for your job.

We are asking you for this information because you are in the best position to know exactly what you do, how you do it, and what you need to know to perform the work properly.

INSTRUCTIONS

Please read through the entire questionnaire to understand its scope before answering any of the questions. Then, complete each section; please be specific and precise, describing the position as it currently exists according to your duties and responsibilities. Since this questionnaire is used for all types of jobs, some questions will not apply to your position and the work you do. Please read and answer all questions, marking those that do not apply with "N/A" (not applicable). If you need additional space to answer any of the questions, please continue your answers on the back of the appropriate page.

When you have completed the questionnaire, please sign your name in the space provided below. Please forward the completed questionnaire to your supervisor for review.

Completed by _____ Date _____

Reviewed by _____ Date _____

SECTION 1: -- WORK HISTORY

Please answer each of the following questions.

1. WHAT IS THE NAME OF THE DEPARTMENT IN WHICH YOU WORK?

2. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN WITH THE ORGANIZATION?

YEARS: _____ MONTHS: _____

3. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN IN YOUR PRESENT POSITION?

YEARS: _____ MONTHS: _____

4. WHAT TWO PREVIOUS POSITIONS HAVE YOU HELD WITHIN THE ORGANIZATION, IF ANY, AND WHAT WAS THE LENGTH OF TIME YOU HELD EACH (please list the last/most recent position first)?

TITLE: _____ YEARS: _____

TITLE: _____ YEARS: _____

5. WHAT IS YOUR SUPERVISOR'S NAME: _____

6. WHAT IS YOUR SUPERVISOR'S TITLE: _____

SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES

1. STATE BRIEFLY (in one or two sentences) THE PRIMARY PURPOSE OF YOUR JOB AS IT HAS BEEN DESCRIBED TO YOU, OR AS YOU UNDERSTAND IT.

2. ON THE NEXT PAGE STATE BRIEFLY, CLEARLY, AND CONCISELY THE THINGS THAT YOU DO ON YOUR JOB. BEGIN WITH THOSE REGULAR DUTIES THAT NORMALLY TAKE MOST OF YOUR TIME AND/OR THAT YOU CONSIDER TO BE MOST IMPORTANT. IN THE COLUMN ON THE RIGHT, INDICATE THE APPROXIMATE PERCENT OF YOUR TOTAL WEEKLY TIME SPENT PERFORMING EACH DUTY.

Use simple, non-technical words to describe your work. You should find it helpful to begin each statement of your duties with a verb descriptive of the kind of action you are required to take. Some of the verbs commonly used are listed below:

administer	arrange	check
advise	allocate	assemble
operate	originate	post
review	transfer	distribute
analyze	audit	coordinate
approve	calculate	control
compile	formulate	promote
compute	initiate	purchase
counsel	payout	recommend
design	maintain	regulate
develop	make	schedule
direct	meet	set up
establish	negotiate	specify
examine	organize	supervise
expedite	plan	type
file	prepare	verify
write	tabulate	monitor

Select the proper verb carefully. Be sure that the words you use mean exactly what you intend them to mean - for example: "type a report," "write a report," "add figures," "negotiate contracts," "approve contracts," "meet with vendors," etc.

SECTION 2: - JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)

	Responsibilities	Percent of Time Per Week
a.	<hr/> <hr/>	<hr/> <hr/>
b.	<hr/> <hr/>	<hr/> <hr/>
c.	<hr/> <hr/>	<hr/> <hr/>
d.	<hr/> <hr/>	<hr/> <hr/>
e.	<hr/> <hr/>	<hr/> <hr/>
f.	<hr/> <hr/>	<hr/> <hr/>
g.	<hr/> <hr/>	<hr/> <hr/>
h.	<hr/> <hr/>	<hr/> <hr/>
i.	<hr/> <hr/>	<hr/> <hr/>
j.	Other (not to exceed 15% of your time) <hr/>	<hr/> <hr/>

FULL TIME TOTAL PERCENT 100%

SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)

3. BRIEFLY GIVE TWO (2) EXAMPLES OF THE MOST DIFFICULT TYPES OF PROBLEMS YOU FACE IN YOUR WORK:

4. LIST THE ASPECTS OF YOUR JOB, IF ANY, THAT ARE CONSIDERED CONFIDENTIAL OR SENSITIVE IN NATURE:

SECTION 3: - EDUCATION AND EXPERIENCE

1. WHAT IS THE MINIMUM LEVEL OF EDUCATION REQUIRED BY SOMEONE TO PERFORM YOUR JOB SATISFACTORILY. PLEASE CHECK ONLY ONE ITEM.

_____ No formal education is necessary

_____ High school diploma

_____ Training beyond high school in a special trade or field

_____ A two-year college degree (AA or AS) in _____

_____ Professional level of knowledge in a field (usually equivalent to a four-year college degree) in: _____

_____ Post-graduate training or an advanced degree field: _____ degree

2. PLEASE LIST ANY SPECIALIZED SKILLS, TRAINING, COURSE WORK, SEMINARS OR CERTIFICATE PROGRAMS REQUIRED TO PERFORM THIS JOB:

SECTION 3: - EDUCATION AND EXPERIENCE (continued)

3. WHAT TYPES OF EQUIPMENT, MACHINERY, OR TOOLS, IF ANY, MUST YOU USE IN THE PERFORMANCE OF YOUR JOB DUTIES?

4. EXPERIENCE REQUIREMENTS:

- A. PLEASE LIST THE MINIMUM TYPES AND LENGTH OF WORK EXPERIENCE REQUIRED BEFORE A PERSON CAN PERFORM YOUR JOB:

Type of Experience	Length of Time
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Total Work Experience:

- B. WHAT IS THE LENGTH OF THE TRAINING PERIOD REQUIRED FOR A NEW EMPLOYEE ON YOUR JOB TO BECOME FULLY FUNCTIONAL IF HE/SHE POSSESSES THE QUALIFICATIONS YOU HAVE LISTED ABOVE?

- C. IF RECRUITING FOR THIS POSITION, IN WHAT INDUSTRIES WOULD YOU LOOK?

- D. IF RECRUITING FOR THIS POSITION, WHAT MIGHT BE THE CANDIDATE'S CURRENT JOB TITLE?

SECTION 4: - SUPERVISORY RESPONSIBILITIES

1. THE FOLLOWING THREE STATEMENTS DESCRIBE LEVELS OF SUPERVISORY RESPONSIBILITY. CHECK THE ONE THAT BEST DESCRIBES YOUR JOB.

- ☐ I do not manage the work of others.
- ☐ I provide work direction to others, but do not have direct performance appraisal responsibility for them.
- ☐ I have full supervisory responsibility for others, including performance appraisal and delegated authority to hire, fire, and approve salary actions.

I have this responsibility for:

- ☐ non-management employees only,
- ☐ management or professional employees only, or
- ☐ both non-management and management employees.

2. IF YOU DIRECTLY SUPERVISE OTHER EMPLOYEES, INDICATE THE TITLE(S) OF THE POSITION(S) SUPERVISED AND, FOLLOWING THE TITLE, THE NUMBER OF EMPLOYEES ASSIGNED TO THE POSITION(S). IF YOU DO NOT SUPERVISE ANYONE DIRECTLY, PLEASE MARK "N/A".

TITLES(S)	NUMBER OF PEOPLE
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

3. IF YOU INDIRECTLY SUPERVISE OTHERS (that is, if you have people report to you through someone else who then reports to you directly), INDICATE THE TITLE(S) OF THE POSITION(S) INDIRECTLY SUPERVISED AND, FOLLOWING THE TITLE(S), THE NUMBER OF EMPLOYEES ASSIGNED TO EACH POSITION.

TITLE (S)	NUMBER OF PEOPLE
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

SECTION 5: - ORGANIZATIONAL CONTACTS

1. LIST THE TITLES OF PEOPLE WITHIN THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB. IN ADDITION, PLEASE LIST THE REASON FOR THESE CONTACTS AND THE FREQUENCY OF THESE CONTACTS (FOR EXAMPLE, YOU MAY SPEAK WITH A PAYROLL CLERK ONCE PER WEEK TO RELAY INFORMATION ABOUT NEW HIRES).

Title	Reason for Contact	How Often?
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. LIST THE TITLES OF PEOPLE OUTSIDE THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB (e.g., vendors, bankers, service companies, etc.). ALSO LIST THE NAME OF THE ORGANIZATION THEY WORK FOR, THE REASON YOU HAVE CONTACT WITH THEM, AND THE FREQUENCY WITH WHICH YOU INTERACT WITH THEM.

Title	Organization	Reason for Contact	How Often?
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 5: - ORGANIZATIONAL CONTACTS (continued)

THIS ITEM ALSO PERTAINS TO THE INTERPERSONAL CONTACTS WHICH YOU MUST MAINTAIN WITH OTHER EMPLOYEES, VENDORS, EXECUTIVES OF THE COMPANY AND/OR OUTSIDE INDIVIDUALS OF VARIOUS TYPES IN YOUR NORMAL DAILY WORK. CHECK THE STATEMENT THAT MOST ACCURATELY REFLECTS THE TYPE OF CONTACTS YOU NORMALLY HAVE.

- _____ The personal contacts I have during a normal workday are with my immediate associates in my section and generally deal with matters of a routine nature. My contacts require ordinary courtesy to avoid friction in relationships.
- _____ The personal contacts I have are generally of a routine nature in one or several other sections, departments, or divisions, or they require close collaboration with other members of the same section, department, or division.
- _____ The personal contacts I have involve telephone or written communication with individuals primarily inside, but occasionally outside, the Company and may involve answering routine inquiries or discussion of non-controversial matters.
- _____ The personal contacts I have involve frequent telephone or written communication with individuals outside the Company in administrative positions and may involve answering routine inquiries or discussion of non-controversial matters.
- _____ The personal contacts I have involve frequent personal contact with individuals in management or executive positions, wherein I present information and recommendations. I (may) also answer outsiders' requests for nonroutine information requiring tact in presentation.
- _____ My personal contacts are of considerable importance inside and outside the Company wherein failure to exercise judgment or diplomacy may result in losses to the Company.
- _____ I have regular contact with the Board of Directors of the Company.

SECTION 6: - PLANNING

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF OPTIONS CONCERNING THE SCOPE OF THE PLANNING ACTIVITIES THAT A PERSON DOES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES YOUR PLANNING RESPONSIBILITIES.

_____ I do not do any planning.

_____ I plan my own work load.

_____ I plan my own work load and the work of one or more people in my work group.

_____ I plan the work for the entire department.

_____ I plan the work for two or more departments.

_____ I plan the work for the entire region.

_____ I plan the work for the entire organization.

SECTION 6: - PLANNING (CONTINUED)

If you do some form of planning, please identify the timespan of your planning activities.

- _____ I only plan my work on a day to day basis.
- _____ I plan on a weekly basis.
- _____ I plan on a monthly basis.
- _____ I plan projects with a month to six month timespan.
- _____ I plan projects with a six month to one year timespan.
- _____ I plan for annual budgets and up to 2 years in advance.
- _____ I am involved in strategic planning for the organization and plan on a 3 to 5 year basis.

SECTION 7: - -SKILLS AND ABILITIES

Please check the statement that most closely matches the skills and abilities required for the position.

LANGUAGE SKILLS

- _____ Ability to read a limited number of two- and three-syllable words and to recognize similarities and differences between words and between series of numbers. Ability to print and speak simple sentences.
- _____ Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.
- _____ Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the organization.
- _____ Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- _____ Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.
- _____ Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

SECTION 7: - -SKILIS AND ABILITIES (continued)

MATHEMATICAL ABILITY

- _____ Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.
- _____ Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- _____ Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.
- _____ Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

- _____ Ability to apply common sense understanding to carry out simple one- or two-step instructions. Ability to deal with standardized situations with only occasional or no variables.
- _____ Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.
- _____ Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- _____ Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- _____ Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

SECTION 8: - ACCOUNTABILITY

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF POSSIBILITIES CONCERNING THE TYPE OF SUPERVISION AND GUIDANCE A PERSON RECEIVES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES THE KIND OF SUPERVISION YOU RECEIVE.

- _____ I am constantly supervised; I make no decisions independently and work according to procedure.
- _____ I am closely supervised; I have very little flexibility in the methods I use or in assigning priorities to my tasks.
- _____ I am frequently supervised; My activities are governed by well established rules and procedures and are periodically monitored; some flexibility to determine method or scheduling.
- _____ I am generally managed; My activities are governed by general department and of company rules and procedures or schedules and are sometimes monitored; moderate flexibility to determine method, high flexibility to determine scheduling.
- _____ I have occasional oversight; My activities are governed by general organizational roles and procedures, I have considerable autonomy within established timeframes.
- _____ I work independently on a major function, guided by company policies. I exercise a high degree of initiative involving major programs and commitment. My work is monitored by exception and management information reports. I am almost autonomous in my work.
- _____ My work is entirely self-directed; I answer only to the Board of Directors.

SECTION 9: - DECISION-MAKING, COMPLEXITY AND PROBLEM-SOLVING

1. EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE POSITION IN A RANGE OF POSITIONS CONCERNING THE VARIETY OF WORK DONE WITHIN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE VARIETY OF TASKS THAT ARE NORMALLY A PART OF YOUR JOB.

- _____ I perform routine and generally repetitive duties involving little or no variety. I follow simple and easily understood procedures that do not require independent judgment and analysis.
- _____ I work on a limited variety of routine tasks which are relatively simple tasks of a clerical or manual nature; I may make minor decisions involving accuracy, quality, method of operation or set-ups.
- _____ I work on a wide variety of routine tasks that involve some choice of action within limits.
- _____ I work on diversified tasks that involve a wide range of complex but standardized procedures, semi-routine duties may involve solving frequent problems. I work according to assigned objectives and may work independently on special projects.
- _____ I work on non-routine tasks within general procedures or guidelines, and that involve the analysis and solution of complex problems based on facts, within broad policies and objective guidelines.
- _____ I do specialized or technical work with unclear guidelines. My work is analytical and involved, and requires judgment where policies and methods are not well established, problem solving requires innovation, ingenuity, planning, and coordination of effort.
- _____ I do creative work of a research or development nature with few precedents or examples.

SECTION 9:- DECISION-MAKING, COMPLEXITY, AND PROBLEM-SOLVING
(Continued)

2. EACH OF THE FOLLOWING STATEMENTS CONCERNS THE VARIETY OF DECISION-MAKING LATITUDE A PERSON CAN HAVE IN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE DECISION-MAKING LATITUDE THAT IS NORMALLY A PART OF YOUR JOB.

- _____ Position duties involve little or no decision making activities.
- _____ Position duties involve providing counsel and information used in the decision making process, but do not involve making decisions or recommendations.
- _____ Position duties involve providing counsel and information, and also involve making some recommendations.
- _____ Position duties involve making some decisions and making many recommendations.
- _____ Position duties involve making frequent decisions and frequent recommendations. I make decisions and take actions that are later subject to review.
- _____ Position duties involve making constant decisions and providing the authorization of recommended courses of action.
- _____ Position duties involve decision making having international impact on the Company. I make decisions and take actions independently without anyone's review.

SECTION 10: - IMPACT OF ERRORS

CHECK THE ONE STATEMENT THAT MOST ACCURATELY DESCRIBES THE POTENTIAL CONSEQUENCES OF THE ERRORS THAT MAY OCCUR IN THE COURSE OF YOUR NORMAL WORK.

- _____ My errors cause little difficulty or loss of time to correct. Most of my errors are detected through routine checking procedures.
- _____ My errors do not result in overall embarrassment to the Company or in monetary losses but (may) waste supplies and require expenditure of time to track and correct.
- _____ My errors may cause the Company to incur a modest financial loss or may cause modest embarrassment.
- _____ My errors may result in considerable financial loss and/or embarrassment to the Company and may adversely affect some aspect of our business.
- _____ My errors have serious financial impact and/or may seriously impair achievement of Company goals and commitments.

SECTION 11: - WORKING CONDITIONS

How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Wet, humid conditions (non -weather)				
Work near moving mechanical parts				
Work in high, precarious place				
Fumes or airborne particles				
Toxic or caustic chemicals				
Outdoor weather conditions				
Extreme cold (non weather)				
Extreme heat (non weather)				
Risk of electrical shock				
Work with explosive				
Risk of radiation				
Vibration				

How much noise is typical for the work environment of this job? Check the appropriate level below.

- _____ Very Quiet (Examples: forest trail, isolation booth for hearing test)
- _____ Quiet (Examples: library, private office)
- _____ Moderate Noise (Examples: business office with typewriters and/or computer printers, light traffic)
- _____ Loud Noise (Examples: metal can manufacturing, department, large earth-moving equipment)
- _____ Very Loud Noise (Examples: jack hammer work, front row at rock concert)

SECTION 12: - PROBABILITY OF INJURY OR ACCIDENT

Which of the following statements most closely describes the probability of injury or accident in your working environment? Please cite one or two examples if appropriate.

- _____ While performing my normal work activities, there is generally little or no probability of injury or health impairment.
- _____ While performing my normal work activities, accidents are improbable outside of temporary minor injuries such as cuts, bruises or sprains.
- _____ While performing my normal work activities, I have relatively high exposure to hazards which are likely to produce temporary cuts, bruises or sprains.
- _____ While performing my normal work activities, I have occasional exposure to serious potential injury or health hazard such as severe burns, fractures or similar disablements.
- _____ While performing my normal work activities, I am frequently exposed to serious potential injury or health hazard such as severe burns, fractures or similar disablements.

Examples

SECTION 13: - PHYSICAL DEMAND

Please check the box that most accurately describes the amount of time you spend on the following activities.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Stand				
Walks				
Sit				
Talk or hear				
Use hands to finger, handle or feel				
Climb or balance				
Stoop, kneel, crouch or crawl				
Reach with hands and arms				
Taste or smell				

Does this job require that weight be lifted or force be exerted? If so, how much and how often?
Check the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Up to 10 pounds				
Up to 25 pounds				
Up to 50 pounds				
Up to 100 pounds				
More than 100 pounds				

EXAMPLES

SECTION 14: - VISION REQUIREMENTS

Does this job have any special vision requirements. Check all that apply.

- _____ My job requires close vision (clear vision at 20 inches or less).
- _____ My job requires distance vision (clear vision at 20 feet or more).
- _____ My job requires color vision (ability to identify and distinguish colors).
- _____ My job requires peripheral vision (ability to observe an area that can seem up or down or to the left and right while eyes are fixed on a given point).
- _____ My job requires depth perception (3- dimensional vision, ability to judge distances and spatial relationships).
- _____ My job requires ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).
- _____ My job requires no special vision requirements.

SECTION 15: - ADDITIONAL COMMENTS

Please add any additional comments that you feel are appropriate.

[illegible]

THANK YOU

OMNITRANS
Position Description - New Position

Job Title: Materials Manager
Department: Procurement
Reports To: Director of Procurement
FLSA Status: Exempt, Level IV
Approved By: Board of Directors
Approved Date: July 1, 2014

SUMMARY

Directs material management and inventory controls; manages the inventorying, ordering, receiving, storing and issuing of parts, supplies and equipment, and accomplishes special projects by performing the following duties.

DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Manages, maintains and operates the storerooms in the Procurement Department.

Drafts and coordinates schedules, vacation bids, and division bids; Assists in creating standard operating instructions.

Maintains appropriate inventory levels to support Maintenance & Operations with minimal impact on the inventory valuation.

Creates, receives, examines and processes Purchase Requisitions to procure parts, supplies and materials for receipt into inventory and non-stock items (Maintenance, Repair & Operations (MRO)) in accordance with Agency requirements and delegation of authority.

Reviews SAP-MRP generated requisitions and adjusts them according to inventory cycles and trends; Adjusts reorder points/safety stock levels based on economic order quantities, carrying costs, space constraints, and lead times.

Consults with appropriate vendors; analyze quotations for relative prices and consistency with specifications.

Works with the Procurement and Finance teams, and vendor representatives to resolve invoice discrepancies; coordinates return material authorizations and credits.

Maintains records and prepares a variety of reports.

Oversees the cycle-count program and physical inventory activities; reconciles variances and investigates breakdowns to prevent recurrence.

Job Title: Materials Manager

Department: Procurement

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Conducts organized follow up and expediting for materials that are future, currently due, and past due.

Supervises daily, monthly, annual and special inventories of stock, MRO, and fuel levels.

Develop and maintain data on vendors for the installation, repair, or replacement of equipment and services.

Assists in the planning and preparation of the department's annual capital and operating budget.

Assists Contract Administrator(s) in drafting bids and proposals for the development of capital and operating purchases of professional services, supplies or equipment as needed.

Provides vacation and temporary relief as required.

SUPERVISORY RESPONSIBILITIES

Directly supervises Parts Clerks. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Bachelor's degree (B.A.) in Business or Public Administration with approximately three to six years of material or supply chain management, preferable in the public sector, including at least two years of supervisory experience or any equivalent combination of education and experience.

LICENSE/CERTIFICATE

Possession of a valid Class C California driver's license; Possession of or the ability to obtain, within three (3) months of date of hire, a forklift operator certificate.

LANGUAGE SKILLS

Ability to read, and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of employees of the organization.

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MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

COMPUTER SKILLS

Must be familiar with or have the ability to learn the current business operating systems, software, and programs.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER SKILLS AND ABILITIES

Knowledge of transit operations (desirable). Ability to gather and analyze facts and arrive at sound conclusions. Ability to establish and maintain effective working relationships with others. Ability to write clear and concise reports. Ability to communicate effectively both orally and in writing. Requires the ability to use spreadsheet, database, scheduling and word-processing software.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to walk and sit. The employee is occasionally required to stand; use hands to finger, handle, or feel; and reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

OMNITRANS

POSITION INFORMATION QUESTIONNAIRE

EMPLOYEE NAME: New Position DATE: October 8, 2013

POSITION TITLE: ~~Materials Supervisor~~—Materials Manager

OTHER TITLES COMMONLY USED (If no other titles are used, indicate by writing "N/A" in the space below)

Materials Manager, Supply Chain Manager, Sourcing Manager, Inventory & Distribution Manager, Inventory & Logistics Manager, Strategic Sourcing Manager

PURPOSE

This questionnaire is designed to gather relevant information about the nature of each job performed in the Company. It is not an evaluation of you or your performance. It gives you the opportunity to explain the significant features of your job by responding to a series of questions. The information you provide will be used to develop a position description and to establish an appropriate and competitive pay range for your job.

We are asking you for this information because you are in the best position to know exactly what you do, how you do it, and what you need to know to perform the work properly.

INSTRUCTIONS

Please read through the entire questionnaire to understand its scope before answering any of the questions. Then, complete each section; please be specific and precise, describing the position as it currently exists according to your duties and responsibilities. Since this questionnaire is used for all types of jobs, some questions will not apply to your position and the work you do. Please read and answer all questions, marking those that do not apply with "N/A" (not applicable). If you need additional space to answer any of the questions, please continue your answers on the back of the appropriate page.

When you have completed the questionnaire, please sign your name in the space provided below. Please forward the completed questionnaire to your supervisor for review.

Completed by: Frank Flores

Date: 10/8/2013

Reviewed by Jennifer M. Sims

Date 10/8/2013

SECTION 1: -- WORK HISTORY

Please answer each of the following questions.

1. WHAT IS THE NAME OF THE DEPARTMENT IN WHICH YOU WORK?

PROCUREMENT

2. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN WITH THE ORGANIZATION?

YEARS: 6 MONTHS: 4

3. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN IN YOUR PRESENT POSITION?

YEARS: _____ MONTHS: *3
*Frank is Interim

4. WHAT TWO PREVIOUS POSITIONS HAVE YOU HELD WITHIN THE ORGANIZATION, IF ANY, AND WHAT WAS THE LENGTH OF TIME YOU HELD EACH (please list the last/most recent position first)?

TITLE: Warranty Coordinator YEARS: 1

TITLE: Parts Clerk YEARS: 5 years 2 months

5. WHAT IS YOUR SUPERVISOR'S NAME: Jennifer M. Sims

6. WHAT IS YOUR SUPERVISOR'S TITLE: Director of Procurement

SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES

1. STATE BRIEFLY (in one or two sentences) THE PRIMARY PURPOSE OF YOUR JOB AS IT HAS BEEN DESCRIBED TO YOU, OR AS YOU UNDERSTAND IT.

Manages, maintains and operates the storerooms in the Procurement Department.
Supervise and direct the activities of 11 Parts Clerks.

Analyze inventory and supply operations; select the right product mix and inventory levels to meet demands; develop plans, procedures, and effect changes to implement effective space utilization; maximize stock turn over and minimize stock-outs.

2. ON THE NEXT PAGE STATE BRIEFLY, CLEARLY, AND CONCISELY THE THINGS THAT YOU DO ON YOUR JOB. BEGIN WITH THOSE REGULAR DUTIES THAT NORMALLY TAKE MOST OF YOUR TIME AND/OR THAT YOU CONSIDER TO BE MOST IMPORTANT. IN THE COLUMN ON THE RIGHT, INDICATE THE APPROXIMATE PERCENT OF YOUR TOTAL WEEKLY TIME SPENT PERFORMING EACH DUTY.

Use simple, non-technical words to describe your work. You should find it helpful to begin each statement of your duties with a verb descriptive of the kind of action you are required to take. Some of the verbs commonly used are listed below:

administer	arrange	check
advise	allocate	assemble
operate	originate	post
review	transfer	distribute
analyze	audit	coordinate
approve	calculate	control
compile	formulate	promote
compute	initiate	purchase
counsel	payout	recommend
design	maintain	regulate
develop	make	schedule
direct	meet	set up
establish	negotiate	specify
examine	organize	supervise
expedite	plan	type
file	prepare	verify
write	tabulate	monitor

Select the proper verb carefully. Be sure that the words you use mean exactly what you intend them to mean - for example: "type a report," "write a report," "add figures," "negotiate contracts," "approve contracts," "meet with vendors," etc.

SECTION 2: - JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)

Responsibilities	Percent of Time Per Week
a. Analyze MRP data and makes incremental changes to material management software system to operate efficiently; calculates carrying costs and inventory cycles to set inventory levels to meet demands (develop plans, procedures, and effect changes to implement effective space utilization and security requirements; maximize stock turn over and minimize stock-outs).	60%
b. Coordinate with Procurement on the preparation of bids, requests for proposals and evaluation of bids and proposals; Prepare Independent Cost Estimates and collaborate with the Maintenance Supervisors, Managers, and Director to develop scopes of work to develop standardization of supplies and materials to avoid duplication.	20%
c. Directs through subordinates, the inventorying, ordering, receiving, storing, issuing of supplies and materials; carries out supervisory responsibly in accordance with the Agency policies and applicable laws and collective bargaining agreements. Corrective action.	15%
d. Responsibilities include interviewing, hiring and training employees; planning, Assigning, and directing work; appraising performance; rewarding and disciplining employees; address complaints and resolving problems.	5%
FULL TIME TOTAL PERCENT	100%

SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)

3. BRIEFLY GIVE TWO (2) EXAMPLES OF THE MOST DIFFICULT TYPES OF PROBLEMS YOU FACE IN YOUR WORK:

Maintaining effective inventory levels to support Maintenance & Operations with minimal impact to the inventory valuations.

Direct part clerks' daily work in the most efficient manner.

4. LIST THE ASPECTS OF YOUR JOB, IF ANY, THAT ARE CONSIDERED CONFIDENTIAL OR SENSITIVE IN NATURE:

Managing personnel matters. Balancing the needs of departments with policy and procedure requirements.

SECTION 3: - EDUCATION AND EXPERIENCE

1. WHAT IS THE MINIMUM LEVEL OF EDUCATION REQUIRED BY SOMEONE TO PERFORM YOUR JOB SATISFACTORILY. PLEASE CHECK ONLY ONE ITEM.

_____ No formal education is necessary

_____ High school diploma

_____ Training beyond high school in a special trade or field

_____ A two-year college degree (AA or AS) in Business Administration

_____ BA or BS from a regionally accredited university, preferred

 X Professional level of knowledge in a field (usually equivalent to a four-year college degree) in: Materials Management, Contracts Management, Business Administration or related fields.

_____ Post-graduate training or an advanced degree field: _____ degree

2. PLEASE LIST ANY SPECIALIZED SKILLS, TRAINING, COURSE WORK, SEMINARS OR CERTIFICATE PROGRAMS REQUIRED TO PERFORM THIS JOB:

Seminars, membership in APICS, or continuing professional education related to inventory management, public transit experience, or course work related to inventory management or related professional certification.

Desired:

CPSM - Certified Professional in Supply Management, Institute for Supply Management

CPIM - Certified in Production and Inventory Management, American Production and Inventory Control Society (APICS)

CSCP - Certified Supply Chain Professional (APICS)

SECTION 3: - EDUCATION AND EXPERIENCE (continued)

3. WHAT TYPES OF EQUIPMENT, MACHINERY, OR TOOLS, IF ANY, MUST YOU USE IN THE PERFORMANCE OF YOUR JOB DUTIES?

Computer, Microsoft Office (Word, Excel, Outlook, PowerPoint), SAP, copy machine, ten-key, fax machine, printer, telephone. Forklift Operator, certified.

4. EXPERIENCE REQUIREMENTS:

A. PLEASE LIST THE MINIMUM TYPES AND LENGTH OF WORK EXPERIENCE REQUIRED BEFORE A PERSON CAN PERFORM YOUR JOB:

Type of Experience	Length of Time
Stock or storekeeping work in large warehouse operation, which included computerized inventory management and order systems, preferably in a public agency. At least three years of this experience must have been in a supervisory capacity.	5
Auto/Bus/Transit Parts	3

Total Work Experience: 7

B. WHAT IS THE LENGTH OF THE TRAINING PERIOD REQUIRED FOR A NEW EMPLOYEE ON YOUR JOB TO BECOME FULLY FUNCTIONAL IF HE/SHE POSSESSES THE QUALIFICATIONS YOU HAVE LISTED ABOVE?

Since this is a management level position, the only training they should require is institutional knowledge (policies, procedures, etc.). If they lack public agency or transit experience the training could be one to two years.

C. IF RECRUITING FOR THIS POSITION, IN WHAT INDUSTRIES WOULD YOU LOOK?

Transit, Auto Parts, Public Sector,

D. IF RECRUITING FOR THIS POSITION, WHAT MIGHT BE THE CANDIDATE'S CURRENT JOB TITLE?

Warehouse Manager, Auto Parts Store Manager, Materials Manager, Supply Chain Manager, Sourcing Manager, Inventory & Distribution Manager, Inventory & Logistics Manager, Strategic Sourcing Manager

SECTION 4: - SUPERVISORY RESPONSIBILITIES

1. THE FOLLOWING THREE STATEMENTS DESCRIBE LEVELS OF SUPERVISORY RESPONSIBILITY. CHECK THE ONE THAT BEST DESCRIBES YOUR JOB.

- ☐ I do not manage the work of others.
☐ I provide work direction to others, but do not have direct performance appraisal responsibility for them.
☒ I have full supervisory responsibility for others, including performance appraisal and delegated authority to hire, fire, and approve salary actions.

I have this responsibility for:

- ☒ non-management employees only,
☐ management or professional employees only, or
☐ both non-management and management employees.

2. IF YOU DIRECTLY SUPERVISE OTHER EMPLOYEES, INDICATE THE TITLE(S) OF THE POSITION(S) SUPERVISED AND, FOLLOWING THE TITLE, THE NUMBER OF EMPLOYEES ASSIGNED TO THE POSITION(S). IF YOU DO NOT SUPERVISE ANYONE DIRECTLY, PLEASE MARK "N/A".

TITLES(S)	NUMBER OF PEOPLE
Parts Clerks	11

3. IF YOU INDIRECTLY SUPERVISE OTHERS (that is, if you have people report to you through someone else who then reports to you directly), INDICATE THE TITLE(S) OF THE POSITION(S) INDIRECTLY SUPERVISED AND, FOLLOWING THE TITLE(S), THE NUMBER OF EMPLOYEES ASSIGNED TO EACH POSITION.

TITLE (S)	NUMBER OF PEOPLE
Warranty Coordinator	1

SECTION 5: - ORGANIZATIONAL CONTACTS

1. LIST THE TITLES OF PEOPLE WITHIN THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB. IN ADDITION, PLEASE LIST THE REASON FOR THESE CONTACTS AND THE FREQUENCY OF THESE CONTACTS (FOR EXAMPLE, YOU MAY SPEAK WITH A PAYROLL CLERK ONCE PER WEEK TO RELAY INFORMATION ABOUT NEW HIRES).

Title	Reason for Contact	How Often?
Contracts Manager	Discuss various solicitations and/or contracts	Daily

Director of Procurement	Discuss work assignments	Weekly
Maintenance Supervisors	Discuss parts requirements	Daily
Contracts Review Analyst	Discuss parts solicitations/awards	Daily
Procurement Clerk	Status of POs/ETA	Daily
Warranty Coordinator	Discuss warranty, repair, rebuild, Quality Control	Daily
Safety & Security Personnel	Compliance Issues/regulatory requirements	Daily
Information Technology	Develop reports/tools for spend analysis	Monthly

2. LIST THE TITLES OF PEOPLE OUTSIDE THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB (e.g., vendors, bankers, service companies, etc.). ALSO LIST THE NAME OF THE ORGANIZATION THEY WORK FOR, THE REASON YOU HAVE CONTACT WITH THEM, AND THE FREQUENCY WITH WHICH YOU INTERACT WITH THEM.

Title	Organization	Reason for Contact	How Often?
Vendors	Bus Manufacturers	Obtaining status of parts, performance, order fulfillment, returns, new technology, industry trends	Daily
Vendors		Prospective Bidders	Daily
Other Transit Properties	RTA, Metro, San Diego, OCTA	Assistance in securing parts, vendors, references, SOWs, benchmarking	Daily
Delivery Personnel	Common Carriers	Delivery, returns, damages	Daily

SECTION 5: - ORGANIZATIONAL CONTACTS (continued)

THIS ITEM ALSO PERTAINS TO THE INTERPERSONAL CONTACTS WHICH YOU MUST MAINTAIN WITH OTHER EMPLOYEES, VENDORS, EXECUTIVES OF THE COMPANY AND/OR OUTSIDE INDIVIDUALS OF VARIOUS TYPES IN YOUR NORMAL DAILY WORK. CHECK THE STATEMENT THAT MOST ACCURATELY REFLECTS THE TYPE OF CONTACTS YOU NORMALLY HAVE.

- _____ The personal contacts I have during a normal workday are with my immediate associates in my section and generally deal with matters of a routine nature. My contacts require ordinary courtesy to avoid friction in relationships.
- _____ The personal contacts I have are generally of a routine nature in one or several other sections, departments, or divisions, or they require close collaboration with other members of the same section, department, or division.
- _____ The personal contacts I have involve telephone or written communication with individuals primarily inside, but occasionally outside, the Company and may involve answering routine inquiries or discussion of non-controversial matters.
- X _____ The personal contacts I have involve frequent telephone or written communication with individuals outside the Company in administrative positions and may involve answering routine inquiries or discussion of non-controversial matters.
- _____ The personal contacts I have involve frequent personal contact with individuals in management or executive positions, wherein I present information and recommendations. I (may) also answer outsiders' requests for nonroutine information requiring tact in presentation.
- _____ My personal contacts are of considerable importance inside and outside the Company wherein failure to exercise judgment or diplomacy may result in losses to the Company.
- _____ I have regular contact with the Board of Directors of the Company.

SECTION 6: - PLANNING

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF OPTIONS CONCERNING THE SCOPE OF THE PLANNING ACTIVITIES THAT A PERSON DOES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES YOUR PLANNING RESPONSIBILITIES.

_____ I do not do any planning.

_____ I plan my own work load.

___X___ I plan my own work load and the work of one or more people in my work group.

_____ I plan the work for the entire department.

_____ I plan the work for two or more departments.

_____ I plan the work for the entire region.

_____ I plan the work for the entire organization.

SECTION 6: - PLANNING (CONTINUED)

If you do some form of planning, please identify the timespan of your planning activities.

- _____ I only plan my work on a day to day basis.
- _____ I plan on a weekly basis.
- _____ I plan on a monthly basis.
- _____ I plan projects with a month to six month timespan.
- X I plan projects with a six month to one year timespan.
- _____ I plan for annual budgets and up to 2 years in advance.
- _____ I am involved in strategic planning for the organization and plan on a 3 to 5 year basis.

SECTION 7: - -SKILLS AND ABILITIES

Please check the statement that most closely matches the skills and abilities required for the position.

LANGUAGE SKILLS

- _____ Ability to read a limited number of two- and three-syllable words and to recognize similarities and differences between words and between series of numbers. Ability to print and speak simple sentences.
- _____ Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.
- _____ Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the organization.
- ___ X _____ Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- _____ Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.
- _____ Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

SECTION 7: - -SKILIS AND ABILITIES (continued)

MATHEMATICAL ABILITY

- _____ Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.
- _____ Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- X _____ Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.
- _____ Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

- _____ Ability to apply common sense understanding to carry out simple one- or two-step instructions. Ability to deal with standardized situations with only occasional or no variables.
- _____ Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.
- _____ Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- _____ Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- X _____ Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

SECTION 8: - ACCOUNTABILITY

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF POSSIBILITIES CONCERNING THE TYPE OF SUPERVISION AND GUIDANCE A PERSON RECEIVES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES THE KIND OF SUPERVISION YOU RECEIVE.

- _____ I am constantly supervised; I make no decisions independently and work according to procedure.
- _____ I am closely supervised; I have very little flexibility in the methods I use or in assigning priorities to my tasks.
- _____ I am frequently supervised; My activities are governed by well established rules and procedures and are periodically monitored; some flexibility to determine method or scheduling.
- _____ I am generally managed; My activities are governed by general department and of company rules and procedures or schedules and are sometimes monitored; moderate flexibility to determine method, high flexibility to determine scheduling.
- X _____ I have occasional oversight; My activities are governed by general organizational roles and procedures, I have considerable autonomy within established timeframes.
- _____ I work independently on a major function, guided by company policies. I exercise a high degree of initiative involving major programs and commitment. My work is monitored by exception and management information reports. I am almost autonomous in my work.
- _____ My work is entirely self-directed; I answer only to the Board of Directors.

SECTION 9: - DECISION-MAKING, COMPLEXITY AND PROBLEM-SOLVING

1. EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE POSITION IN A RANGE OF POSITIONS CONCERNING THE VARIETY OF WORK DONE WITHIN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE VARIETY OF TASKS THAT ARE NORMALLY A PART OF YOUR JOB.

- _____ I perform routine and generally repetitive duties involving little or no variety. I follow simple and easily understood procedures that do not require independent judgment and analysis.
- _____ I work on a limited variety of routine tasks which are relatively simple tasks of a clerical or manual nature; I may make minor decisions involving accuracy, quality, method of operation or set-ups.
- _____ I work on a wide variety of routine tasks that involve some choice of action within limits.
- _____ I work on diversified tasks that involve a wide range of complex but standardized procedures, semi-routine duties may involve solving frequent problems. I work according to assigned objectives and may work independently on special projects.
- _____ I work on non-routine tasks within general procedures or guidelines, and that involve the analysis and solution of complex problems based on facts, within broad policies and objective guidelines.
- X I do specialized or technical work with unclear guidelines. My work is analytical and involved, and requires judgment where policies and methods are not well established, problem solving requires innovation, ingenuity, planning, and coordination of effort.
- _____ I do creative work of a research or development nature with few precedents or examples.

SECTION 9:- DECISION-MAKING, COMPLEXITY, AND PROBLEM-SOLVING
(Continued)

2. EACH OF THE FOLLOWING STATEMENTS CONCERNS THE VARIETY OF DECISION-MAKING LATITUDE A PERSON CAN HAVE IN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE DECISION-MAKING LATITUDE THAT IS NORMALLY A PART OF YOUR JOB.

_____ Position duties involve little or no decision making activities.

_____ Position duties involve providing counsel and information used in the decision making process, but do not involve making decisions or recommendations.

_____ Position duties involve providing counsel and information, and also involve making some recommendations.

_____ Position duties involve making some decisions and making many recommendations.

___X___ Position duties involve making frequent decisions and frequent recommendations. I make decisions and take actions that are later subject to review.

_____ Position duties involve making constant decisions and providing the authorization of recommended courses of action.

_____ Position duties involve decision making having international impact on the Company. I make decisions and take actions independently without anyone's review.

SECTION 10: - IMPACT OF ERRORS

CHECK THE ONE STATEMENT THAT MOST ACCURATELY DESCRIBES THE POTENTIAL CONSEQUENCES OF THE ERRORS THAT MAY OCCUR IN THE COURSE OF YOUR NORMAL WORK.

- _____ My errors cause little difficulty or loss of time to correct. Most of my errors are detected through routine checking procedures.
- _____ My errors do not result in overall embarrassment to the Company or in monetary losses but (may) waste supplies and require expenditure of time to track and correct.
- ___X___ My errors may cause the Company to incur a modest financial loss or may cause modest embarrassment.
- _____ My errors may result in considerable financial loss and/or embarrassment to the Company and may adversely affect some aspect of our business.
- _____ My errors have serious financial impact and/or may seriously impair achievement of Company goals and commitments.

SECTION 11: - WORKING CONDITIONS

How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Wet, humid conditions (non -weather)	X			
Work near moving mechanical parts		X		
Work in high, precarious place	X			
Fumes or airborne particles		X		
Toxic or caustic chemicals	X			
Outdoor weather conditions		X		
Extreme cold (non weather)	X			
Extreme heat (non weather)	X			
Risk of electrical shock	X			
Work with explosive	X			
Risk of radiation	X			
Vibration	X			

How much noise is typical for the work environment of this job? Check the appropriate level below.

- _____ Very Quiet (Examples: forest trail, isolation booth for hearing test)
- _____ Quiet (Examples: library, private office)
- ___X___ Moderate Noise (Examples: business office with typewriters and/or computer printers, light traffic)
- _____ Loud Noise (Examples: metal can manufacturing, department, large earth-moving equipment)
- _____ Very Loud Noise (Examples: jack hammer work, front row at rock concert)

SECTION 12: - PROBABILITY OF INJURY OR ACCIDENT

Which of the following statements most closely describes the probability of injury or accident in your working environment? Please cite one or two examples if appropriate.

- ☒ While performing my normal work activities, there is generally little or no probability of injury or health impairment.
- ☐ While performing my normal work activities, accidents are improbable outside of temporary minor injuries such as cuts, bruises or sprains.
- ☐ While performing my normal work activities, I have relatively high exposure to hazards which are likely to produce temporary cuts, bruises or sprains.
- ☐ While performing my normal work activities, I have occasional exposure to serious potential injury or health hazard such as severe burns, fractures or similar disablements.
- ☐ While performing my normal work activities, I am frequently exposed to serious potential injury or health hazard such as severe burns, fractures or similar disablements.

Examples

SECTION 13: - PHYSICAL DEMAND

Please check the box that most accurately describes the amount of time you spend on the following activities.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Stand		X		
Walks		X		
Sit				X
Talk or hear				X
Use hands to finger, handle or feel				X
Climb or balance				X
Stoop, kneel, crouch or crawl		X		
Reach with hands and arms		X		
Taste or smell	X			

Does this job require that weight be lifted or force be exerted? If so, how much and how often?
Check the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Up to 10 pounds		X		
Up to 25 pounds		X		
Up to 50 pounds		X		
Up to 100 pounds	X			
More than 100 pounds	X			

EXAMPLES

Assist parts clerks when the item is too heavy for 1 person to move the item safely.

SECTION 14: - VISION REQUIREMENTS

Does this job have any special vision requirements. Check all that apply.

X_____ My job requires close vision (clear vision at 20 inches or less).

X_____ My job requires distance vision (clear vision at 20 feet or more).

X_____ My job requires color vision (ability to identify and distinguish colors).

X_____ My job requires peripheral vision (ability to observe an area that can seem up or down or to the left and right while eyes are fixed on a given point).

X_____ My job requires depth perception (3- dimensional vision, ability to judge distances and spatial relationships).

_____ My job requires ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

_____ My job requires no special vision requirements.

SECTION 15: - ADDITIONAL COMMENTS

Please add any additional comments that you feel are appropriate.

It is vital in this position to have good communication skills and organization. These skills are necessary because there are times you need to act very quickly to locate parts to minimize the time a bus is out of service. You must build good relationships with the departments you interact with and with vendors whom supply parts or supplies.

This position requires extensive knowledge of principles related to Inventory Management and Materials Management. Omnitrans' inventory asset has been arbitrarily setup to run on a 25% safety stock. This only works for a very few number of items. This position requires someone who knows how to calculate carrying costs and inventory turns and capture industry/market trends; they need to capture pertinent data and analyze it to determine economic order quantities to eliminate risk of stockouts without arbitrarily inflating inventory valuation.

THANK YOU.

OMNITRANS
Position Description Re-evaluated & Title Change

Job Title: ~~Planning Project Manager~~ Development Planning Manager
Department: Planning
Reports To: Director of Marketing & Planning & Development Services
FLSA Status: Exempt, Level III
Approved By: B.O.D.
Approved Date: March 27, 2008
Revised: July 1, 2014

SUMMARY

Under the direction of the Director of Marketing & Planning ~~Planning & Development Services~~, responsible for managing all non-service planning aspects of planning for the agency, including managing design or capital projects. Serves as a liaison to member cities, regional planning agencies, and other partners in order to improve the built environment to better serve current and potential public transit riders. ~~aspects of transportation infrastructure design, development and construction, environmental clearance, capital projects, tracking of budgets and schedules, regulatory compliance, progress reports and ensuring timely communication of project status and issues.~~

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following: (Other duties may be assigned)

Develops concepts for new projects based on need and on industry best practices; integrates new project concepts into the Short Range Transit Plan (SRTP).

Researches and applies for new grant funds for projects.

Manages all project planning activities including the design and implementation of project plans. Responsible for project planning and formulation, including developing project objectives, budgets, resource requirements, time estimates and deliverables.

Oversees the solicitation, evaluation and selection of external consultants and contractors relating to assigned projects.

Participates in negotiations and establishes contract agreements with contractors/consultants and other external entities (e.g. municipalities, developers, etc.) relating to the project.

Works with teams of technical experts in engineering design, land use and transportation planning, and environmental disciplines. Reviews architectural and engineering plans and specifications for transit centers, transfer centers, bus stop improvement projects, and provides comments.

Job Title: Development Planning Manager

Page 2

Reviews external plans and projects from external agencies and provides comments. Communicates with developers and member cities and conveys Omnitrans' needs such as stops, bus turnarounds, etc.

Monitors project budgets and takes action to correct variances. Engages in regular project budget and schedule reviews.

Gives presentations about projects to Board of Directors, Board committees, Agency staff and external groups to garner support and obtain input on projects.

Facilitates project committees for major projects, including internal staff and external stakeholders.

Provides support for interns such as mentoring, assisting with professional development, performance evaluations, and other supervisory responsibilities.

Monitors daily activities of project teams. Oversees all external contractor and consultant activity and administers contracts and agreements.

Researches best practices in the industry by attending webinars and conferences, and by reading industry research reports.

Acts as liaison between Omnitrans and public/private agencies, regional governments, other external organizations, funding agencies and the general public on projects.

~~Develops and implements cost and schedule control procedures and provides quality assurance.~~

Develops agreements with cities, developers, and external organizations and monitors plans and construction.

Answers questions and provides information to cities, consultants, and developers regarding Omnitrans' Transit Design Guidelines for the design of bus turnouts and requirements for bus stops.

~~Monitors new developments and participates in planning for future transit service with external entities. Fosters and promotes transit-oriented developments (TOD).~~

~~Makes formal presentations to staff, outside agencies, the public, and other interested parties on project progress and performance.~~

SUPERVISORY RESPONSIBILITIES

Supervises members of the project team on a project-by-project basis, including external consultants and contractors.

Job Title: Development Planning Manager**Page 3****QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND /OR EXPERIENCE

Bachelor's degree from a four-year college or university in business administration, public administration, urban planning, transportation planning, engineering, construction management or a closely related field. ~~Four~~ Two to three years of progressively responsible experience in the transportation field with a minimum of two years participation on projects involving design, construction, and project management. ~~A combination of training and 10 or more years of related work experience will be considered.~~

LANGUAGE SKILLS

Ability to read, analyze, and interpret documents such as project plans and schedules, design documents and diagrams, construction documents and diagrams, development plans, etc. Ability to write routine reports and correspondence. Ability to speak effectively before groups of contractors/consultants, external agency or government representatives, customers or employees of the organization.

REASONING ABILITY

Ability to understand complex materials and track details. Ability to review and analyze complex development and construction designs and plans. High level of analytical skills to effectively communicate with all levels of supervisory and non-supervisory employees, contractors, consultants, vendors, government entities, etc.

OTHER SKILLS AND ABILITIES

Knowledge of the principals and practices of urban planning and design. Knowledge of government structure and operating procedures. Writing, drafting and drawing skills. Ability to read and interpret maps and plans. Proficient use of computers and project management, CAD, and other software used in the execution of job duties.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to use hands with sufficient dexterity to operate a computer, and talk or hear. The employee is frequently required to stand, walk, sit, and to reach with hands and arms. The employee may also occasionally be required to climb, balance, stoop, kneel, crouch or crawl. The employee must frequently lift

Job Title: Development Planning Manager
Page 3

and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of an office job. Reasonable accommodation will be made to enable individuals with a disability to perform the essential functions. While performing the duties of this job, the employee is occasionally exposed to outside weather conditions, often in areas with major development or construction. The noise level in the work environment is usually moderate.

OMNITRANS

POSITION INFORMATION QUESTIONNAIRE

EMPLOYEE NAME: Anna Rahtz

DATE: 3/13/14

POSITION TITLE: Development Planning Manager (Proposed Title Change)

OTHER TITLES COMMONLY USED (If no other titles are used, indicate by writing "N/A" in the space below)

Manager of Capital Projects, Planning Projects Manager, Strategic Planning Manager

PURPOSE

This questionnaire is designed to gather relevant information about the nature of each job performed in the Company. It is not an evaluation of you or your performance. It gives you the opportunity to explain the significant features of your job by responding to a series of questions. The information you provide will be used to develop a position description and to establish an appropriate and competitive pay range for your job.

We are asking you for this information because you are in the best position to know exactly what you do, how you do it, and what you need to know to perform the work properly.

INSTRUCTIONS

Please read through the entire questionnaire to understand its scope before answering any of the questions. Then, complete each section; please be specific and precise, describing the position as it currently exists according to your duties and responsibilities. Since this questionnaire is used for all types of jobs, some questions will not apply to your position and the work you do. Please read and answer all questions, marking those that do not apply with "N/A" (not applicable). If you need additional space to answer any of the questions, please continue your answers on the back of the appropriate page.

When you have completed the questionnaire, please sign your name in the space provided below. Please forward the completed questionnaire to your supervisor for review.

Completed by

Date

Reviewed by

Date

SECTION 1: -- WORK HISTORY

Please answer each of the following questions.

1. WHAT IS THE NAME OF THE DEPARTMENT IN WHICH YOU WORK?

Marketing & Planning / Communications & Planning

2. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN WITH THE ORGANIZATION?

YEARS: 2 MONTHS: 8

3. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN IN YOUR PRESENT POSITION?

YEARS: N/A MONTHS: _____

4. WHAT TWO PREVIOUS POSITIONS HAVE YOU HELD WITHIN THE ORGANIZATION, IF ANY, AND WHAT WAS THE LENGTH OF TIME YOU HELD EACH (please list the last/most recent position first)?

TITLE: Acting Director of Planning YEARS: 7 months

TITLE: Planning Projects Manager YEARS: 2 years 1 month

5. WHAT IS YOUR SUPERVISOR'S NAME: Wendy Williams

6. WHAT IS YOUR SUPERVISOR'S TITLE: Director of Planning & Communications

TBD

SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES

1. STATE BRIEFLY (in one or two sentences) THE PRIMARY PURPOSE OF YOUR JOB AS IT HAS BEEN DESCRIBED TO YOU, OR AS YOU UNDERSTAND IT.

To manage all non-service planning aspects of planning for the agency, including managing design (and sometimes construction) of capital projects (i.e., bus rapid transit corridor improvements, bus stop improvements, and transit centers), and to serve as a liaison to member cities, regional planning agencies, and other partners in order to improve the built environment to better serve current and potential public transit riders, such as reviewing development plans and participating in efforts for active transportation planning, transit oriented development, and intersecting transportation projects.

2. ON THE NEXT PAGE STATE BRIEFLY, CLEARLY, AND CONCISELY THE THINGS THAT YOU DO ON YOUR JOB. BEGIN WITH THOSE REGULAR DUTIES THAT NORMALLY TAKE MOST OF YOUR TIME AND/OR THAT YOU CONSIDER TO BE MOST IMPORTANT. IN THE COLUMN ON THE RIGHT, INDICATE THE APPROXIMATE PERCENT OF YOUR TOTAL WEEKLY TIME SPENT PERFORMING EACH DUTY.

Use simple, non-technical words to describe your work. You should find it helpful to begin each statement of your duties with a verb descriptive of the kind of action you are required to take. Some of the verbs commonly used are listed below:

administer	arrange	check
advise	allocate	assemble
operate	originate	post
review	transfer	distribute
analyze	audit	coordinate
approve	calculate	control
compile	formulate	promote
compute	initiate	purchase
counsel	payout	recommend
design	maintain	regulate
develop	make	schedule
direct	meet	set up
establish	negotiate	specify
examine	organize	supervise
expedite	plan	type
file	prepare	verify
write	tabulate	monitor

Select the proper verb carefully. Be sure that the words you use mean exactly what you intend them to mean - for example: "type a report," "write a report," "add figures," "negotiate contracts," "approve contracts," "meet with vendors," etc.

SECTION 2: - JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)

Responsibilities	Percent of Time per Week
a. Research best practices in the industry by attending webinars and conferences and read industry research reports.	6%
b. Develop concepts for new projects based on need and on industry best practices, and integrate new project concepts into the Short Range Transit Plan.	6%
c. Research and apply for new grant funds for projects.	6%
d. Create and monitor project budgets.	6%
e. Create scopes of work and independent cost estimates, and work with Procurement Department to form contractual relationships with consultants, and contractors.	6%
f. Provide direction for consultants/contractors and track progress on schedule and budget.	6%
g. Review consultants/contractors' invoices and arrange payment.	6%
h. Review consultants' work and interns' work (such as letters, fact sheets, reports, and presentations) and provide feedback.	6%
i. Review architectural and engineering plans and specifications for transit centers, transfer centers, bus stop improvement projects, and provide comments.	6%
j. Gather input on project plans from staff in other Omnitrans departments as well as from partner agencies.	6%
k. Write letters, fact sheets, reports, and create presentations.	6%
l. Give presentations about projects to Board of Directors, Board committees, Omnitrans staff committees, and external groups in order to garner support and input on projects.	6%
m. Facilitate project committees for major projects, including internal staff and external stakeholders.	6%
n. Provide support for interns (and potential future project assistants), such as mentoring, assisting with professional development, performance evaluations, and other personnel/supervisory responsibilities.	6%
o. Answer questions and provide information to cities, consultants, and developers regarding Omnitrans' Transit Design Guidelines for the design of bus turnouts and requirements for bus stops.	6%
p. Support partner agencies' projects by attending meetings, writing support letters, and providing data, information, and input.	6%
q. Review cities and county's land use plans, such as general plan updates, specific plans, and development project plans, and provide comments on how to integrate bus transit.	4%

FULL TIME TOTAL PERCENT 100%

SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)

3. BRIEFLY GIVE TWO (2) EXAMPLES OF THE MOST DIFFICULT TYPES OF PROBLEMS YOU FACE IN YOUR WORK:

Delays to projects due to various causes include political issues, funding delayed or withheld, changes in governing legislation, construction delays due to unknown site conditions, property acquisition negotiations, etc.

4. LIST THE ASPECTS OF YOUR JOB, IF ANY, THAT ARE CONSIDERED CONFIDENTIAL OR SENSITIVE IN NATURE:

Sensitive political issues with Board members and/or partner agencies.

SECTION 3: - EDUCATION AND EXPERIENCE

1. WHAT IS THE MINIMUM LEVEL OF EDUCATION REQUIRED BY SOMEONE TO PERFORM YOUR JOB SATISFACTORILY. PLEASE CHECK ONLY ONE ITEM.

☐ No formal education is necessary

☐ High school diploma

☐ Training beyond high school in a special trade or field

☐ A two-year college degree (AA or AS) in _____

☒ Professional level of knowledge in a field (usually equivalent to a four-year college degree) in: _____

☐ Post-graduate training or an advanced degree field:

5-year Bachelor's degree in Engineering or 5-year Bachelor's degree in Urban/City/Regional/Community Planning, or Master's degree in Urban/City/Regional/Community Planning, or Master's degree in Public Administration, or comparable

2. PLEASE LIST ANY SPECIALIZED SKILLS, TRAINING, COURSE WORK, SEMINARS OR CERTIFICATE PROGRAMS REQUIRED TO PERFORM THIS JOB:

Training on federal and state legislation, including FTA procurement policies, MAP-21 legislation, Americans with Disabilities Act, Title VI, Environmental Justice, National Environmental Policy Act, California Environmental Quality Act, SB 375

Training in transit operations planning

Leadership training, negotiation skills training, and other management skills-related trainings

SECTION 3: - EDUCATION AND EXPERIENCE (continued)

3. WHAT TYPES OF EQUIPMENT, MACHINERY, OR TOOLS, IF ANY, MUST YOU USE IN THE PERFORMANCE OF YOUR JOB DUTIES?

Microsoft office, graphics software, engineering scale (for reviewing plans), tape measure, copier, scanner, plotter, basic office equipment

4. EXPERIENCE REQUIREMENTS:

- A. PLEASE LIST THE MINIMUM TYPES AND LENGTH OF WORK EXPERIENCE REQUIRED BEFORE A PERSON CAN PERFORM YOUR JOB:

Type of Experience	Length of Time
Project management or team leadership	2 years
Education or experience related to public transit and related to community planning and/or public policy	2 years
Experience reviewing architectural plans or site plans	1 year
Experience with or knowledge of federal and state laws impacting transportation projects, particularly FTA regulations	1 year
Microsoft Office software and basic office equipment	6 months
Personnel management	1 year
Basic graphic skills, such as Photoshop	1 year
Total Work Experience:	2-3 years

- B. WHAT IS THE LENGTH OF THE TRAINING PERIOD REQUIRED FOR A NEW EMPLOYEE ON YOUR JOB TO BECOME FULLY FUNCTIONAL IF HE/SHE POSSESSES THE QUALIFICATIONS YOU HAVE LISTED ABOVE?

1 year

- C. IF RECRUITING FOR THIS POSITION, IN WHAT INDUSTRIES WOULD YOU LOOK?

Engineering, Architecture, Community Planning, Public Administration

- D. IF RECRUITING FOR THIS POSITION, WHAT MIGHT BE THE CANDIDATE'S CURRENT JOB TITLE?

Associate Planner, Planner, Associate Engineer, Project Manager, Planning Manager, Project Specialist, Senior Planner, Capital Projects Manager

1. THE FOLLOWING THREE STATEMENTS DESCRIBE LEVELS OF SUPERVISORY RESPONSIBILITY. CHECK THE ONE THAT BEST DESCRIBES YOUR JOB.

- I have this responsibility for:

2. IF YOU DIRECTLY SUPERVISE OTHER EMPLOYEES, INDICATE THE TITLE(S) OF THE POSITION(S) SUPERVISED AND, FOLLOWING THE TITLE, THE NUMBER OF EMPLOYEES ASSIGNED TO THE POSITION(S). IF YOU DO NOT SUPERVISE ANYONE DIRECTLY, PLEASE MARK "N/A".

NUMBER OF
PEOPLE

1-2

- NUMBER OF
-
- PEOPLE

N/A

SECTION 5: - ORGANIZATIONAL CONTACTS

1. LIST THE TITLES OF PEOPLE WITHIN THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB. IN ADDITION, PLEASE LIST THE REASON FOR THESE CONTACTS AND THE FREQUENCY OF THESE CONTACTS (FOR EXAMPLE, YOU MAY SPEAK WITH A PAYROLL CLERK ONCE PER WEEK TO RELAY INFORMATION ABOUT NEW HIRES).

Title	Reason for Contact	How Often?
<u>Admin. Secretary</u>	<u>Delegate work assignments</u>	<u>2x / week</u>
<u>Planning & Schd Mgr</u>	<u>Coordination of service planning & capital projects</u>	<u>1x / week</u>
<u>Treasury Manager</u>	<u>Coordination of funding sources for projects</u>	<u>1x / week</u>
<u>Planner II</u>	<u>Coordination and asking for relevant data</u>	<u>2x / month</u>
<u>Stops & Stations Sup.</u>	<u>Coordination of bus stop improvements</u>	<u>2x / month</u>
<u>Contract Administrator</u>	<u>Work on procurement of consultants</u>	<u>2x / month</u>
<u>Finance Clerk/AP</u>	<u>Submit invoices</u>	<u>2-3x / month</u>
<u>Director of Internal Audits</u>	<u>Review invoices for large projects</u>	<u>1-2x / month</u>
<u>Planner I</u>	<u>Asking for data or maps relevant to projects</u>	<u>1x / month</u>
<u>Payroll Technician</u>	<u>Coordination on hours and pay for interns</u>	<u>1x / month</u>
<u>Director of Marketing</u>	<u>Input on projects and public outreach strategy</u>	<u>1x / month</u>
<u>Security Supervisor</u>	<u>Input on projects</u>	<u>4-5x / year</u>
<u>Receptionist</u>	<u>Coordination for meetings w/ outside attendees</u>	<u>4-5x / year</u>
<u>Interim IT Director</u>	<u>Input on projects and assisting with BAPIS Phase II</u>	<u>4-5x / year</u>
<u>Procurement Director</u>	<u>Get direction on procurement process for projects</u>	<u>4-5x / year</u>
<u>Safety & Reg. Compliance Specialist</u>	<u>Input on projects/safety issues</u>	<u>3-4x / year</u>
<u>Training Supervisor</u>	<u>Coordination on safety issues at transit centers</u>	<u>3x / year</u>
<u>Facilities Supervisor</u>	<u>Input on project plans and scopes of work</u>	<u>3x / year</u>

<u>HR Specialist</u>	<u>Hiring of interns</u>	<u>2-3x / year</u>
<u>Marketing Specialist</u>	<u>Blog articles related to projects</u>	<u>2-3x / year</u>
<u>Maintenance Supervisor</u>	<u>Information about vehicles and input on projects</u>	<u>2x / year</u>
<u>Operations Analyst</u>	<u>Input on project plans</u>	<u>2x / year</u>

2. LIST THE TITLES OF PEOPLE OUTSIDE THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB (e.g., vendors, bankers, service companies, etc.). ALSO LIST THE NAME OF THE ORGANIZATION THEY WORK FOR, THE REASON YOU HAVE CONTACT WITH THEM, AND THE FREQUENCY WITH WHICH YOU INTERACT WITH THEM.

Title	Organization	Reason for Contact	How Often?
<u>Project Manager</u>	<u>Parsons (consultant)</u>	<u>Coordination on project</u>	<u>1x / week</u>
<u>Transit Analyst</u>	<u>SANBAG</u>	<u>Coordination on capital projects</u>	<u>1x / week</u>
<u>Chief of Planning</u>	<u>SANBAG</u>	<u>Coordination on projects</u>	<u>3x / month</u>
<u>Regional Policy Mgr</u>	<u>Safe Routes 2 School Partn.</u>	<u>Input & coordination</u>	<u>1-2x / month</u>
<u>Planning Analyst</u>	<u>SANBAG</u>	<u>Coordination on projects</u>	<u>1x / month</u>
<u>Assistant Planner</u>	<u>member cities</u>	<u>Input on studies and projects</u>	<u>4-5x / year</u>
<u>Legal Counsel</u>	<u>County or outside firm</u>	<u>Review of agreements</u>	<u>2-3x / year</u>
<u>Sr. Budget/Grants Analyst</u>	<u>SCAG</u>	<u>Internship grant</u>	<u>1-2x / year</u>
<u>Public Works Director</u>	<u>member cities</u>	<u>Bus stop improvements</u>	<u>1-2x / year</u>

SECTION 5: - ORGANIZATIONAL CONTACTS (continued)

THIS ITEM ALSO PERTAINS TO THE INTERPERSONAL CONTACTS WHICH YOU MUST MAINTAIN WITH OTHER EMPLOYEES, VENDORS, AND EXECUTIVES OF THE COMPANY AND/OR OUTSIDE INDIVIDUALS OF VARIOUS TYPES IN YOUR NORMAL DAILY WORK. CHECK THE STATEMENT THAT MOST ACCURATELY REFLECTS THE TYPE OF CONTACTS YOU NORMALLY HAVE.

- _____ The personal contacts I have during a normal workday are with my immediate associates in my section and generally deal with matters of a routine nature. My contacts require ordinary courtesy to avoid friction in relationships.
- _____ The personal contacts I have are generally of a routine nature in one or several other sections, departments, or divisions, or they require close collaboration with other members of the same section, department, or division.
- _____ The personal contacts I have involve telephone or written communication with individuals primarily inside, but occasionally outside, the Company and may involve answering routine inquiries or discussion of non-controversial matters.
- _____ The personal contacts I have involve frequent telephone or written communication with individuals outside the Company in administrative positions and may involve answering routine inquiries or discussion of non-controversial matters.
- X _____ The personal contacts I have involve frequent personal contact with individuals in management or executive positions, wherein I present information and recommendations. I (may) also answer outsiders' requests for nonroutine information requiring tact in presentation.
- _____ My personal contacts are of considerable importance inside and outside the Company wherein failure to exercise judgment or diplomacy may result in losses to the Company.
- _____ I have regular contact with the Board of Directors of the Company.

SECTION 6: - PLANNING

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF OPTIONS CONCERNING THE SCOPE OF THE PLANNING ACTIVITIES THAT A PERSON DOES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES YOUR PLANNING RESPONSIBILITIES.

- ☐ I do not do any planning.
- ☐ I plan my own work load.
- ☒ I plan my own work load and the work of one or more people in my work group.
- ☐ I plan the work for the entire department.
- ☐ I plan the work for two or more departments.
- ☐ I plan the work for the entire region.
- ☐ I plan the work for the entire organization.

SECTION 6: - PLANNING (CONTINUED)

If you do some form of planning, please identify the timespan of your planning activities.

_____ I only plan my work on a day to day basis.

_____ I plan on a weekly basis.

_____ I plan on a monthly basis.

_____ I plan projects with a month to six month timespan.

_____ I plan projects with a six month to one year timespan.

_____ I plan for annual budgets and up to 2 years in advance.

X_____ I am involved in strategic planning for the organization and plan on a 3 to 5 year basis.

SECTION 7: - SKILLS AND ABILITIES

Please check the statement that most closely matches the skills and abilities required for the position.

LANGUAGE SKILLS

- _____ Ability to read a limited number of two- and three-syllable words and to recognize similarities and differences between words and between series of numbers. Ability to print and speak simple sentences.
- _____ Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.
- _____ Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the organization.
- _____ Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- _____ Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.
- X**_____ Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

SECTION 7: --SKILIS AND ABILITIES (continued)

MATHEMATICAL ABILITY

- _____ Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.
- _____ Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- X_____ Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.
- _____ Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

- _____ Ability to apply common sense understanding to carry out simple one- or two-step instructions. Ability to deal with standardized situations with only occasional or no variables.
- _____ Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.
- _____ Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- _____ Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- X_____ Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

SECTION 8: - ACCOUNTABILITY

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF POSSIBILITIES CONCERNING THE TYPE OF SUPERVISION AND GUIDANCE A PERSON RECEIVES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES THE KIND OF SUPERVISION YOU RECEIVE.

- _____ I am constantly supervised; I make no decisions independently and work according to procedure.
- _____ I am closely supervised; I have very little flexibility in the methods I use or in assigning priorities to my tasks.
- _____ I am frequently supervised; My activities are governed by well established rules and procedures and are periodically monitored; some flexibility to determine method or scheduling.
- _____ I am generally managed; My activities are governed by general department and company rules and procedures or schedules and are sometimes monitored; moderate flexibility to determine method, high flexibility to determine scheduling.
- X I have occasional oversight; My activities are governed by general organizational roles and procedures, I have considerable autonomy within established timeframes.
- _____ I work independently on a major function, guided by company policies. I exercise a high degree of initiative involving major programs and commitment. My work is monitored by exception and management information reports. I am almost autonomous in my work.
- _____ My work is entirely self-directed; I answer only to the Board of Directors.

SECTION 9: - DECISION-MAKING, COMPLEXITY AND PROBLEM-SOLVING

1. EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE POSITION IN A RANGE OF POSITIONS CONCERNING THE VARIETY OF WORK DONE WITHIN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE VARIETY OF TASKS THAT ARE NORMALLY A PART OF YOUR JOB.

- ☐ I perform routine and generally repetitive duties involving little or no variety. I follow simple and easily understood procedures that do not require independent judgment and analysis.
- ☐ I work on a limited variety of routine tasks which are relatively simple tasks of a clerical or manual nature; I may make minor decisions involving accuracy, quality, and method of operation or set-ups.
- ☐ I work on a wide variety of routine tasks that involve some choice of action within limits.
- ☐ I work on diversified tasks that involve a wide range of complex but standardized procedures, semi-routine duties may involve solving frequent problems. I work according to assigned objectives and may work independently on special projects.
- ☐ I work on non-routine tasks within general procedures or guidelines, and that involve the analysis and solution of complex problems based on facts, within broad policies and objective guidelines.
- ☒ I do specialized/technical work with unclear guidelines. My work is analytical and involved, and requires judgment where policies and methods are not well established, problem solving requires innovation, ingenuity, planning, and coordination of effort.
- ☐ I do creative work of a research or development nature with few precedents or examples.

SECTION 9:- DECISION-MAKING, COMPLEXITY, AND PROBLEM-SOLVING
(Continued)

2. EACH OF THE FOLLOWING STATEMENTS CONCERNS THE VARIETY OF DECISION-MAKING LATITUDE A PERSON CAN HAVE IN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE DECISION-MAKING LATITUDE THAT IS NORMALLY A PART OF YOUR JOB.

_____ Position duties involve little or no decision making activities.

_____ Position duties involve providing counsel and information used in the decision making process, but do not involve making decisions or recommendations.

_____ Position duties involve providing counsel and information, and also involve making some recommendations.

_____ Position duties involve making some decisions and making many recommendations.

X_____ Position duties involve making frequent decisions and frequent recommendations. I make decisions and take actions that are later subject to review.

_____ Position duties involve making constant decisions and providing the authorization of recommended courses of action.

_____ Position duties involve decision making having international impact on the Company. I make decisions and take actions independently without anyone's review.

SECTION 10: - IMPACT OF ERRORS

CHECK THE ONE STATEMENT THAT MOST ACCURATELY DESCRIBES THE POTENTIAL CONSEQUENCES OF THE ERRORS THAT MAY OCCUR IN THE COURSE OF YOUR NORMAL WORK.

- _____ My errors cause little difficulty or loss of time to correct. Most of my errors are detected through routine checking procedures.
- _____ My errors do not result in overall embarrassment to the Company or in monetary losses but (may) waste supplies and require expenditure of time to track and correct.
- X_____ My errors may cause the Company to incur a modest financial loss or may cause modest embarrassment.
- _____ My errors may result in considerable financial loss and/or embarrassment to the Company and may adversely affect some aspect of our business.
- _____ My errors have serious financial impact and/or may seriously impair achievement of Company goals and commitments.

SECTION 11: - WORKING CONDITIONS

How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Wet, humid conditions (non -weather)	X			
Work near moving mechanical parts	X			
Work in high, precarious place	X			
Fumes or airborne particles	X			
Toxic or caustic chemicals	X			
Outdoor weather conditions		X		
Extreme cold (non weather)	X			
Extreme heat (non weather)	X			
Risk of electrical shock	X			
Work with explosive	X			
Risk of radiation	X			
Vibration	X			

Occasionally attends outdoor site visits/meetings.

How much noise is typical for the work environment of this job? Check the appropriate level below.

- _____ Very Quiet (Examples: forest trail, isolation booth for hearing test)
- _____ Quiet (Examples: library, private office)
- X _____ Moderate Noise (Examples: business office with typewriters and/or computer printers, light traffic)
- _____ Loud Noise (Examples: metal can manufacturing, department, large earth-moving equipment)
- _____ Very Loud Noise (Examples: jack hammer work, front row at rock concert)

SECTION 12: - PROBABILITY OF INJURY OR ACCIDENT

Which of the following statements most closely describes the probability of injury or accident in your working environment? Please cite one or two examples if appropriate.

- X _____ While performing my normal work activities, there is generally little or no probability of injury or health impairment.
- _____ While performing my normal work activities, accidents are improbable outside of temporary minor injuries such as cuts, bruises or sprains.
- _____ While performing my normal work activities, I have relatively high exposure to hazards which are likely to produce temporary cuts, bruises or sprains.
- _____ While performing my normal work activities, I have occasional exposure to serious potential injury or health hazard such as severe burns, fractures or similar disablements.
- _____ While performing my normal work activities, I am frequently exposed to serious potential injury or health hazard such as severe burns, fractures or similar disablements.

Examples

SECTION 13: - PHYSICAL DEMAND

Please check the box that most accurately describes the amount of time you spend on the following activities.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Stand		X		
Walks		X		
Sit				X
Talk or hear			X	
Use hands to finger, handle or feel		X		
Climb or balance	X			
Stoop, kneel, crouch or crawl		X		
Reach with hands and arms		X		
Taste or smell	X			

Does this job require that weight be lifted or force be exerted? If so, how much and how often? Check the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Up to 10 pounds		X		
Up to 25 pounds	X			
Up to 50 pounds	X			
Up to 100 pounds	X			
More than 100 pounds	X			

EXAMPLES

Take files or stacks of handouts to meetings

Move files

SECTION 14: - VISION REQUIREMENTS

Does this job have any special vision requirements. Check all that apply.

X_____ My job requires close vision (clear vision at 20 inches or less).

X_____ My job requires distance vision (clear vision at 20 feet or more).

X_____ My job requires color vision (ability to identify and distinguish colors).

X_____ My job requires peripheral vision (ability to observe an area that can seem up or down or to the left and right while eyes are fixed on a given point).

X_____ My job requires depth perception (3- dimensional vision, ability to judge distances and spatial relationships).

X_____ My job requires ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

_____ My job requires no special vision requirements.

SECTION 15: - ADDITIONAL COMMENTS

Please add any additional comments that you feel are appropriate.

This is a recommended title change from Planning Projects Manager to Development Planning Manager. It is also a recommended change in management level from Level 5 to Level 4 or 3, pending review by HR. The Planning Projects Manager delegated work to Planning Interns but did not do personnel supervision for them. The Development Planning Manager will be in a supervisory capacity to the Planning Intern(s). There is also a possibility of bringing in a Project Assistant / Planner under the Development Planning Manager if there is enough capital funding and enough workload to justify it, in which case the Development Planning Manager will be managing multiple staff in addition to consultants.

In part because of the transition from a dedicated Planning Department to a Planning & Communications Department, the Development Planning Manager position will be working at a higher managerial level than the Planning Projects Manager was. The Planning Projects Manager was working for a full-time Planning Director who had fewer direct reports and thus was able to spend the majority of his time on capital project management. Thus, the Planning Projects Manager position was designed to do less decision-making because the Director of Planning was taking a strong lead on capital project planning and was involved in many aspects of the projects. The Planning & Communications Director, by comparison, will be managing a broader variety of functions and thus will be spending a smaller portion of time focusing on the development planning function; thus it is anticipated that the Development Planning Manager will need to take a stronger managerial role than the Planning Projects Manager had to do in the past.

THANK YOU

OMNITRANS Job Description – Re-evaluated

Job Title: Safety and Regulatory Compliance Manager
(previously Director of Safety & Regulatory Compliance)
Department: Human Resources
Reports To: Director of Human Resources / Safety & Regulatory Compliance; with dotted line to CEO/GM on (*) responsibilities
FLSA Status: Exempt, Level III
Approved By:
Approved Date: June 1, 1999;
Revised: July 1, 2014

SUMMARY

Under general administrative direction performs specialized professional duties in the agency's occupational/environmental health and safety programs, working to promote a safe and accident free environment by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES including the following. Other duties may be assigned.

Directs & coordinates Agency programs related to safety, health, environmental compliance, industrial hygiene/hazardous materials, fire prevention, life safety, injury & illness prevention, emergency management, transit system security & law enforcement services.

Administers the safety program, ensuring all documentation and record keeping is accurate. Maintains safety files and records. Ensures that all required reports are submitted on a timely basis.

*Formulates general safety policies and procedures to be followed by Agency personnel in compliance with local, state, and federal rules and regulations. Communicates with federal, state, and local regulatory agencies.

Supports, assists, and meets with Directors and/or staff to effectively implement safety/environmental compliance programs within applicable regulations and local requirements.

Researches new regulatory compliance issues for applicability.

Inspects, tours, surveys or audits buildings, properties, equipment process and operations to detect existing or potential accident and health hazards, and recommends corrective or preventative measures where indicated.

Develops recommendations for hazards and follows-up on the status of corrective actions.

Job Title: Safety & Regulatory Compliance Manager
Department: Human Resources –and Safety & Regulatory Compliance
Page 2

*Conducts safety engineering reviews of new equipment, processes and chemicals. Keeps managers and employees alerted to the hazards of working with toxic fumes, dangerous chemicals, and any other hazardous substances.

Conducts detailed evaluations of unsafe conditions and incidents.

Participates in the investigation of accidents and injuries and cooperates in the preparation of material and evidence for Agency use.

Devises, supervises, and coordinates training programs which will increase proficiency in safe practices and promote safety consciousness for employees and supervisors.

Handles inquiries, problems, or complaints from employees, management or the public.

Functions as the Emergency Management Liaison Officer to the County Office of Emergency Services.

*Measures on a scale the safety performance including rules and regulations compliance and corrective action.

SUPERVISORY RESPONSIBILITIES

Directly supervises the Safety and Regulatory Compliance Specialists and the Loss Prevention and Security Supervisor. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Bachelor's degree (B.A.) in Safety, Management, or a related field from a four-year college or university; and five years of related experience and/or training; or an equivalent combination of education and experience. Safety Professional, Industrial Hygienist, or Environmental Specialty Certification is highly desirable.

LANGUAGE SKILLS

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to make effective and persuasive speeches

and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

COMPUTER SKILLS

Must be familiar with current business operating systems, software, and programs.

REAONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to talk or hear, and reach with hands and arms. The employee is regularly required to sit, and use hands to finger, handle or feel. The employee is occasionally required to stand, walk, climb or balance, stoop, kneel, crouch or crawl, and taste or smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include: close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employees is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, places; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions; risk of electrical shock; and vibration. The noise level in the work environment is usually loud.

OMNITRANS

POSITION INFORMATION QUESTIONNAIRE

EMPLOYEE NAME: Vacant DATE: 3/25/14

POSITION TITLE: Safety & Regulatory Compliance Manager

OTHER TITLES COMMONLY USED (If no other titles are used, indicate by writing "N/A" in the space below)

PURPOSE

This questionnaire is designed to gather relevant information about the nature of each job performed in the Company. It is not an evaluation of you or your performance. It gives you the opportunity to explain the significant features of your job by responding to a series of questions. The information you provide will be used to develop a position description and to establish an appropriate and competitive pay range for your job.

We are asking you for this information because you are in the best position to know exactly what you do, how you do it, and what you need to know to perform the work properly.

INSTRUCTIONS

Please read through the entire questionnaire to understand its scope before answering any of the questions. Then, complete each section; please be specific and precise, describing the position as it currently exists according to your duties and responsibilities. Since this questionnaire is used for all types of jobs, some questions will not apply to your position and the work you do. Please read and answer all questions, marking those that do not apply with "N/A" (not applicable). If you need additional space to answer any of the questions, please continue your answers on the back of the appropriate page.

When you have completed the questionnaire, please sign your name in the space provided below. Please forward the completed questionnaire to your supervisor for review.

Completed by _____ Date _____

Reviewed by _____ Date _____

SECTION 1: -- WORK HISTORY

Please answer each of the following questions.

1. WHAT IS THE NAME OF THE DEPARTMENT IN WHICH YOU WORK?

Human Resources

2. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN WITH THE ORGANIZATION?

YEARS: _____ MONTHS: _____

3. WHAT IS THE LENGTH OF TIME YOU HAVE BEEN IN YOUR PRESENT POSITION?

YEARS: _____ MONTHS: _____

4. WHAT TWO PREVIOUS POSITIONS HAVE YOU HELD WITHIN THE ORGANIZATION, IF ANY, AND WHAT WAS THE LENGTH OF TIME YOU HELD EACH (please list the last/most recent position first)?

TITLE: _____ YEARS: _____

TITLE: _____ YEARS: _____

5. WHAT IS YOUR SUPERVISOR'S NAME: Marjorie Ewing

6. WHAT IS YOUR SUPERVISOR'S TITLE: Director of HR & Safety & Regulatory Compliance

SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES

1. STATE BRIEFLY (in one or two sentences) THE PRIMARY PURPOSE OF YOUR JOB AS IT HAS BEEN DESCRIBED TO YOU, OR AS YOU UNDERSTAND IT.
Under general administrative direction, manages the Agency's safety, health, environmental compliance, security/public safety program & law enforcement services, emergency planning & response programs at Agency facilities, paratransit contractor operating sites, and within the transit system.
2. ON THE NEXT PAGE STATE BRIEFLY, CLEARLY, AND CONCISELY THE THINGS THAT YOU DO ON YOUR JOB. BEGIN WITH THOSE REGULAR DUTIES THAT NORMALLY TAKE MOST OF YOUR TIME AND/OR THAT YOU CONSIDER TO BE MOST IMPORTANT. IN THE COLUMN ON THE RIGHT, INDICATE THE APPROXIMATE PERCENT OF YOUR TOTAL WEEKLY TIME SPENT PERFORMING EACH DUTY.

Use simple, non-technical words to describe your work. You should find it helpful to begin each statement of your duties with a verb descriptive of the kind of action you are required to take. Some of the verbs commonly used are listed below:

administer	arrange	check
advise	allocate	assemble
operate	originate	post
review	transfer	distribute
analyze	audit	coordinate
approve	calculate	control
compile	formulate	promote
compute	initiate	purchase
counsel	payout	recommend
design	maintain	regulate
develop	make	schedule
direct	meet	set up
establish	negotiate	specify
examine	organize	supervise
expedite	plan	type
file	prepare	verify
write	tabulate	monitor

Select the proper verb carefully. Be sure that the words you use mean exactly what you intend them to mean - for example: "type a report," "write a report," "add figures," "negotiate contracts," "approve contracts," "meet with vendors," etc.

SECTION 2: - JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)

Responsibilities	Percent of Time Per Week
a. Directs & coordinates Agency programs related to safety, health, environmental compliance, industrial hygiene/hazardous materials, fire prevention, life safety, injury & illness prevention, emergency management, transit system security & law enforcement services.	25%
b. Administers the safety program, ensuring all documentation and record keeping is accurate. Maintains safety files and records. Ensures that all required reports are submitted on a timely basis.	
c.	
d. Formulates general safety policies and procedures to be followed by Agency personnel in compliance with local, state, and federal rules and regulations. Communicates with federal, state, and local regulatory agencies.	
e. Supports, assists, and meets with Directors and/or staff to effectively implement safety/environmental compliance programs within applicable regulations and local requirements.	
f. Researches new regulatory compliance issues for applicability.	
g. Inspects, tours, surveys or audits buildings, properties, equipment process and operations to detect existing or potential accident and health hazards, and recommends corrective or preventative measures where indicated.	
h. Develops recommendations for hazards and follows-up on the status of corrective actions.	
i. Conducts safety engineering reviews of new equipment, processes and chemicals. Keeps managers and employees alerted to the hazards of working with toxic fumes, dangerous chemicals, and any other hazardous substances.	
j. Conducts detailed evaluations of unsafe conditions and incidents.	
k. Participates in the investigation of accidents and injuries and cooperates in the preparation of material and evidence for Agency use.	
l. Devises, supervisors, and coordinates training programs which will increase proficiency in safe practices and promote safety consciousness for employees and supervisors.	
m. Handles inquiries, problems, or complaints from employees, management or the public.	
n. Functions as the Emergency Management Liaison Officer to the County Office of Emergency Services.	
o. Measures on a scale the safety performance including rules and regulations compliance and corrective action.	
p. Other (not to exceed 15% of your time) _____	
_____	_____

FULL TIME TOTAL PERCENT 100%

SECTION 2: -- JOB PURPOSE, DUTIES AND RESPONSIBILITIES (continued)

3. BRIEFLY GIVE TWO (2) EXAMPLES OF THE MOST DIFFICULT TYPES OF PROBLEMS YOU FACE IN YOUR WORK:

4. LIST THE ASPECTS OF YOUR JOB, IF ANY, THAT ARE CONSIDERED CONFIDENTIAL OR SENSITIVE IN NATURE:

SECTION 3: - EDUCATION AND EXPERIENCE

1. WHAT IS THE MINIMUM LEVEL OF EDUCATION REQUIRED BY SOMEONE TO PERFORM YOUR JOB SATISFACTORILY. PLEASE CHECK ONLY ONE ITEM.

_____ No formal education is necessary

_____ High school diploma

_____ Training beyond high school in a special trade or field

_____ A two-year college degree (AA or AS) in _____

 X Professional level of knowledge in a field (usually equivalent to a four-year college degree) in: Safety, Management, Related field

_____ Post-graduate training or an advanced degree field: _____ degree

2. PLEASE LIST ANY SPECIALIZED SKILLS, TRAINING, COURSE WORK, SEMINARS OR CERTIFICATE PROGRAMS REQUIRED TO PERFORM THIS JOB:

3. WHAT TYPES OF EQUIPMENT, MACHINERY, OR TOOLS, IF ANY, MUST YOU USE IN THE PERFORMANCE OF YOUR JOB DUTIES?

A. PLEASE LIST THE MINIMUM TYPES AND LENGTH OF WORK EXPERIENCE REQUIRED BEFORE A PERSON CAN PERFORM YOUR JOB:

Total Work Experience: 5-7

1 year

D. IF RECRUITING FOR THIS POSITION, WHAT MIGHT BE THE CANDIDATE'S CURRENT JOB TITLE?

SECTION 4: - SUPERVISORY RESPONSIBILITIES

1. THE FOLLOWING THREE STATEMENTS DESCRIBE LEVELS OF SUPERVISORY RESPONSIBILITY. CHECK THE ONE THAT BEST DESCRIBES YOUR JOB.

- ☐ I do not manage the work of others.
- ☐ I provide work direction to others, but do not have direct performance appraisal responsibility for them.
- ☒ I have full supervisory responsibility for others, including performance appraisal and delegated authority to hire, fire, and approve salary actions.

I have this responsibility for:

- ☐ non-management employees only,
- ☐ management or professional employees only, or
- ☒ both non-management and management employees.

2. IF YOU DIRECTLY SUPERVISE OTHER EMPLOYEES, INDICATE THE TITLE(S) OF THE POSITION(S) SUPERVISED AND, FOLLOWING THE TITLE, THE NUMBER OF EMPLOYEES ASSIGNED TO THE POSITION(S). IF YOU DO NOT SUPERVISE ANYONE DIRECTLY, PLEASE MARK "N/A".

TITLES(S)	NUMBER OF PEOPLE
<u>Safety & Regulatory Compliance Specialist</u>	<u>2</u>
<u>Loss Prevention & Security Supervisor</u>	<u>1</u>
<u></u>	<u></u>
<u></u>	<u></u>

3. IF YOU INDIRECTLY SUPERVISE OTHERS (that is, if you have people report to you through someone else who then reports to you directly), INDICATE THE TITLE(S) OF THE POSITION(S) INDIRECTLY SUPERVISED AND, FOLLOWING THE TITLE(S), THE NUMBER OF EMPLOYEES ASSIGNED TO EACH POSITION.

TITLE (S)	NUMBER OF PEOPLE
<u>Department supervisors</u>	<u>1 - 20</u>
<u>Contracted security officers</u>	<u>15-20</u>
<u></u>	<u></u>

SECTION 5: - ORGANIZATIONAL CONTACTS

1. LIST THE TITLES OF PEOPLE WITHIN THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB. IN ADDITION, PLEASE LIST THE REASON FOR THESE CONTACTS AND THE FREQUENCY OF THESE CONTACTS (FOR EXAMPLE, YOU MAY SPEAK WITH A PAYROLL CLERK ONCE PER WEEK TO RELAY INFORMATION ABOUT NEW HIRES).

Title	Reason for Contact	How Often?
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. LIST THE TITLES OF PEOPLE OUTSIDE THE COMPANY THAT YOU MUST WORK WITH TO DO YOUR JOB (e.g., vendors, bankers, service companies, etc.). ALSO LIST THE NAME OF THE ORGANIZATION THEY WORK FOR, THE REASON YOU HAVE CONTACT WITH THEM, AND THE FREQUENCY WITH WHICH YOU INTERACT WITH THEM.

Title	Organization	Reason for Contact	How Often?
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 5: - ORGANIZATIONAL CONTACTS (continued)

THIS ITEM ALSO PERTAINS TO THE INTERPERSONAL CONTACTS WHICH YOU MUST MAINTAIN WITH OTHER EMPLOYEES, VENDORS, EXECUTIVES OF THE COMPANY AND/OR OUTSIDE INDIVIDUALS OF VARIOUS TYPES IN YOUR NORMAL DAILY WORK. CHECK THE STATEMENT THAT MOST ACCURATELY REFLECTS THE TYPE OF CONTACTS YOU NORMALLY HAVE.

- _____ The personal contacts I have during a normal workday are with my immediate associates in my section and generally deal with matters of a routine nature. My contacts require ordinary courtesy to avoid friction in relationships.
- _____ The personal contacts I have are generally of a routine nature in one or several other sections, departments, or divisions, or they require close collaboration with other members of the same section, department, or division.
- _____ The personal contacts I have involve telephone or written communication with individuals primarily inside, but occasionally outside, the Company and may involve answering routine inquiries or discussion of non-controversial matters.
- _____ The personal contacts I have involve frequent telephone or written communication with individuals outside the Company in administrative positions and may involve answering routine inquiries or discussion of non-controversial matters.
- _____ The personal contacts I have involve frequent personal contact with individuals in management or executive positions, wherein I present information and recommendations. I (may) also answer outsiders' requests for nonroutine information requiring tact in presentation.
- X _____ My personal contacts are of considerable importance inside and outside the Company wherein failure to exercise judgment or diplomacy may result in losses to the Company.
- _____ I have regular contact with the Board of Directors of the Company.

SECTION 6: - PLANNING

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF OPTIONS CONCERNING THE SCOPE OF THE PLANNING ACTIVITIES THAT A PERSON DOES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES YOUR PLANNING RESPONSIBILITIES.

_____ I do not do any planning.

_____ I plan my own work load.

___X___ I plan my own work load and the work of one or more people in my work group.

_____ I plan the work for the entire department.

_____ I plan the work for two or more departments.

_____ I plan the work for the entire region.

_____ I plan the work for the entire organization.

SECTION 6: - PLANNING (CONTINUED)

If you do some form of planning, please identify the timespan of your planning activities.

- _____ I only plan my work on a day to day basis.
- _____ I plan on a weekly basis.
- _____ I plan on a monthly basis.
- _____ I plan projects with a month to six month timespan.
- _____ I plan projects with a six month to one year timespan.
- _____ I plan for annual budgets and up to 2 years in advance.
- X I am involved in strategic planning for the organization and plan on a 3 to 5 year basis.

SECTION 7: - SKILLS AND ABILITIES

Please check the statement that most closely matches the skills and abilities required for the position.

LANGUAGE SKILLS

- _____ Ability to read a limited number of two- and three-syllable words and to recognize similarities and differences between words and between series of numbers. Ability to print and speak simple sentences.
- _____ Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.
- _____ Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the organization.
- _____ Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- _____ Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.
- X _____ Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

SECTION 7: - -SKILIS AND ABILITIES (continued)

MATHEMATICAL ABILITY

- _____ Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.
- _____ Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- X _____ Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.
- _____ Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

- _____ Ability to apply common sense understanding to carry out simple one- or two-step instructions. Ability to deal with standardized situations with only occasional or no variables.
- _____ Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.
- _____ Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
- _____ Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- X _____ Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

SECTION 8: - ACCOUNTABILITY

EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE OPTION IN A RANGE OF POSSIBILITIES CONCERNING THE TYPE OF SUPERVISION AND GUIDANCE A PERSON RECEIVES AS PART OF HIS/HER JOB. PLEASE CHECK THE ONE STATEMENT THAT BEST DESCRIBES THE KIND OF SUPERVISION YOU RECEIVE.

- _____ I am constantly supervised; I make no decisions independently and work according to procedure.
- _____ I am closely supervised; I have very little flexibility in the methods I use or in assigning priorities to my tasks.
- _____ I am frequently supervised; My activities are governed by well established rules and procedures and are periodically monitored; some flexibility to determine method or scheduling.
- _____ I am generally managed; My activities are governed by general department and of company rules and procedures or schedules and are sometimes monitored; moderate flexibility to determine method, high flexibility to determine scheduling.
- _____ X I have occasional oversight; My activities are governed by general organizational roles and procedures, I have considerable autonomy within established timeframes.
- _____ I work independently on a major function, guided by company policies. I exercise a high degree of initiative involving major programs and commitment. My work is monitored by exception and management information reports. I am almost autonomous in my work.
- _____ My work is entirely self-directed; I answer only to the Board of Directors.

SECTION 9: - DECISION-MAKING, COMPLEXITY AND PROBLEM-SOLVING

1. EACH OF THE FOLLOWING STATEMENTS DESCRIBES ONE POSITION IN A RANGE OF POSITIONS CONCERNING THE VARIETY OF WORK DONE WITHIN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE VARIETY OF TASKS THAT ARE NORMALLY A PART OF YOUR JOB.

- _____ I perform routine and generally repetitive duties involving little or no variety. I follow simple and easily understood procedures that do not require independent judgment and analysis.
- _____ I work on a limited variety of routine tasks which are relatively simple tasks of a clerical or manual nature; I may make minor decisions involving accuracy, quality, method of operation or set-ups.
- _____ I work on a wide variety of routine tasks that involve some choice of action within limits.
- _____ I work on diversified tasks that involve a wide range of complex but standardized procedures, semi-routine duties may involve solving frequent problems. I work according to assigned objectives and may work independently on special projects.
- _____ I work on non-routine tasks within general procedures or guidelines, and that involve the analysis and solution of complex problems based on facts, within broad policies and objective guidelines.
- X I do specialized or technical work with unclear guidelines. My work is analytical and involved, and requires judgment where policies and methods are not well established, problem solving requires innovation, ingenuity, planning, and coordination of effort.
- _____ I do creative work of a research or development nature with few precedents or examples.

SECTION 9:- DECISION-MAKING, COMPLEXITY, AND PROBLEM-SOLVING
(Continued)

2. EACH OF THE FOLLOWING STATEMENTS CONCERNS THE VARIETY OF DECISION-MAKING LATITUDE A PERSON CAN HAVE IN A JOB. PLEASE PUT A CHECK MARK IN FRONT OF THE ONE STATEMENT THAT MOST CLOSELY DESCRIBES THE DECISION-MAKING LATITUDE THAT IS NORMALLY A PART OF YOUR JOB.

- _____ Position duties involve little or no decision making activities.
- _____ Position duties involve providing counsel and information used in the decision making process, but do not involve making decisions or recommendations.
- _____ Position duties involve providing counsel and information, and also involve making some recommendations.
- _____ Position duties involve making some decisions and making many recommendations.
- _____ Position duties involve making frequent decisions and frequent recommendations. I make decisions and take actions that are later subject to review.
- X Position duties involve making constant decisions and providing the authorization of recommended courses of action.
- _____ Position duties involve decision making having international impact on the Company. I make decisions and take actions independently without anyone's review.

SECTION 10: - IMPACT OF ERRORS

CHECK THE ONE STATEMENT THAT MOST ACCURATELY DESCRIBES THE POTENTIAL CONSEQUENCES OF THE ERRORS THAT MAY OCCUR IN THE COURSE OF YOUR NORMAL WORK.

- _____ My errors cause little difficulty or loss of time to correct. Most of my errors are detected through routine checking procedures.
- _____ My errors do not result in overall embarrassment to the Company or in monetary losses but (may) waste supplies and require expenditure of time to track and correct.
- _____ My errors may cause the Company to incur a modest financial loss or may cause modest embarrassment.
- _____ My errors may result in considerable financial loss and/or embarrassment to the Company and may adversely affect some aspect of our business.
- X My errors have serious financial impact and/or may seriously impair achievement of Company goals and commitments.

SECTION 11: - WORKING CONDITIONS

How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Wet, humid conditions (non -weather)		X		
Work near moving mechanical parts		X		
Work in high, precarious place		X		
Fumes or airborne particles		X		
Toxic or caustic chemicals		X		
Outdoor weather conditions		X		
Extreme cold (non weather)	X			
Extreme heat (non weather)	X			
Risk of electrical shock		X		
Work with explosive	X			
Risk of radiation	X			
Vibration		X		

How much noise is typical for the work environment of this job? Check the appropriate level below.

- _____ Very Quiet (Examples: forest trail, isolation booth for hearing test)
- _____ Quiet (Examples: library, private office)
- _____ Moderate Noise (Examples: business office with typewriters and/or computer printers, light traffic)
- X Loud Noise (Examples: metal can manufacturing, department, large earth-moving equipment)
- _____ Very Loud Noise (Examples: jack hammer work, front row at rock concert)

SECTION 12: - PROBABILITY OF INJURY OR ACCIDENT

Which of the following statements most closely describes the probability of injury or accident in your working environment? Please cite one or two examples if appropriate.

- _____ While performing my normal work activities, there is generally little or no probability of injury or health impairment.
- _____ While performing my normal work activities, accidents are improbable outside of temporary minor injuries such as cuts, bruises or sprains.
- X While performing my normal work activities, I have relatively high exposure to hazards which are likely to produce temporary cuts, bruises or sprains.
- _____ While performing my normal work activities, I have occasional exposure to serious potential injury or health hazard such as severe burns, fractures or similar disablements.
- _____ While performing my normal work activities, I am frequently exposed to serious potential injury or health hazard such as severe burns, fractures or similar disablements.

Examples

Inspecting/working around moving machinery/vehicles, inspecting elevated equipment. Working around hazmat materials/chemicals, and areas with high noise levels. Exposure to individuals with potential for violence and anti-social behavior.

SECTION 13: - PHYSICAL DEMAND

Please check the box that most accurately describes the amount of time you spend on the following activities.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Stand		X		
Walks		X		
Sit			X	
Talk or hear				X
Use hands to finger, handle or feel			X	
Climb or balance		X		
Stoop, kneel, crouch or crawl		X		
Reach with hands and arms				X
Taste or smell		X		

Does this job require that weight be lifted or force be exerted? If so, how much and how often?
Check the appropriate boxes below.

	Amount of time			
	None	Up to 1/3	1/3 to 2/3	2/3 and more
Up to 10 pounds				X
Up to 25 pounds		X		
Up to 50 pounds	X			
Up to 100 pounds	X			
More than 100 pounds	X			

EXAMPLES

SECTION 14: - VISION REQUIREMENTS

Does this job have any special vision requirements. Check all that apply.

- X My job requires close vision (clear vision at 20 inches or less).
- X My job requires distance vision (clear vision at 20 feet or more).
- X My job requires color vision (ability to identify and distinguish colors).
- X My job requires peripheral vision (ability to observe an area that can seem up or down or to the left and right while eyes are fixed on a given point).
- X My job requires depth perception (3- dimensional vision, ability to judge distances and spatial relationships).
- X My job requires ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).
- My job requires no special vision requirements.

SECTION 15: - ADDITIONAL COMMENTS

Please add any additional comments that you feel are appropriate.

[illegible]

THANK YOU

ITEM # F4

DATE: May 7, 2014

TO: Board Chair Alan Wapner and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Maurice Mansion, Treasury Manager

SUBJECT: FISCAL YEAR 2014-15 ANNUAL BUDGET – EXECUTIVE SUMMARY

FORM MOTION

Adopt Omnitrans' Fiscal Year 2014-15 Annual Budget.

This item was reviewed by the Administrative & Finance Committee at its April 17, 2014, meeting, and recommended for adoption.

BACKGROUND

In December 2013, the Omnitrans Board of Directors received a seven-year funding plan (Fiscal Year 2014 – Fiscal Year 2020) that originally showed an operating deficit of \$12.81 million. The plan was developed based on Omnitrans' projected operating costs, the economy, and San Bernardino Associated Governments' (SANBAG) funding forecast. The Fiscal Year 2015 Plan contained a \$.5 million deficit. One of the ways Omnitrans was able to close the deficit was through an Organizational Restructuring. The Organizational Restructuring generated \$.7 million of savings through the reduction of 8 positions in the Fiscal Year 2015 Plan.

The Agency proposes for Fiscal Year 2014-2015 an increase in the Operating Budget of \$3,899,098 or 5.4%, and an increase in the Capital Budget of \$4,243,613 or 16.3%. The total budget is as follows:

Budget	FY 2013-14	FY 2014-15	\$ Change	% Change
Operating Budget	\$ 71,566,092	\$ 75,465,190	\$ 3,899,098	5.4%
Capital Budget	\$ 26,059,167	\$ 30,302,780	\$ 4,243,613	16.3%
Less Capital Used For Operating	\$ (13,229,455)	\$ (13,229,455)	\$ 0	0%
TOTAL BUDGET *	\$ 84,395,804	\$ 92,538,515	\$ 8,142,711	9.7%

*Depreciation is not included

The proposed budget for FY 2014-15 includes an operating budget of approximately \$75.5 million (excluding depreciation) and a capital budget of approximately \$30.3 million. The

capital budget includes \$13.2 million used to pay for operating expenditures. Thus, the total proposed expenditures for Omnitrans are budgeted at \$92,538,515.

The prior year FY 2013-14 operating budget was approximately \$71.6 million (excluding depreciation) and a capital budget of approximately \$26.1 million. Excluding capital used for operations, the total budget was \$84,395,804. The \$8,142,711 increase or 9.7% difference between the proposed FY 2014-15 budget and the prior year is principally related to an increase in capital funding used for revenue vehicles and the increase in the operating budget for the full-year sbX implementation.

OPERATING BUDGET:

The proposed FY 2014-15 operating budget of \$75,465,190 is up \$3,899,098 or 5.4% compared to FY 2013-14. The increase in the FY2014-15 budget is largely contributed to the full implementation of sbX service.

OPERATING	FY 2013-14 Adopted	FY 2014-15 Proposed	Change	% Change
Salaries and Benefits	\$ 41,504,739	\$ 44,257,335	\$ 2,752,596	6.7%
Services	\$ 3,091,836	\$ 3,107,177	\$ 15,341	.5%
Materials and Supplies	\$ 9,303,479	\$ 9,886,257	\$ 582,778	6.3%
Occupancy	\$ 3,219,474	\$ 3,671,798	\$ 452,324	14.1%
Casualty and Liability	\$ 5,160,993	\$ 4,462,911	\$ (698,082)	(13.6)%
Taxes	\$ 49,282	\$ 49,282	\$ 0	0%
Purchased Transportation	\$ 9,123,745	\$ 9,123,746	\$ 1	0%
Printing and Advertising	\$ 909,558	\$ 1,020,675	\$ 111,117	12.3%
Miscellaneous	\$ (1,213,796)	\$ (530,774)	\$ 683,022	(56.3)%
Leases and Rentals	\$ 416,782	\$ 416,782	\$ 0	0%
TOTAL OPERATING *	\$ 71,566,092	\$ 75,465,190	\$ 3,899,098	5.4%

** Depreciation is not included*

CAPITAL BUDGET:

The proposed FY 2014-15 Capital Budget includes funding to make numerous repairs and upgrades to the Agency's various areas, funding for revenue vehicles, computer equipment and software, preventative maintenance and a decrease in funding for facilities.

CAPITAL	FY 2013-14 Adopted	FY 2014-15 Proposed	Change	% Change
Facilities	\$ 1,417,000	\$ 459,752	\$ (957,248)	(67.6)%
Revenue Vehicles	\$ 6,697,506	\$ 10,825,215	\$ 4,127,709	61.6%
Service Vehicles	\$ 565,000	\$ 634,000	\$ 69,000	12.2%
Computer Equip. /Software	\$ 3,385,000	\$ 3,586,000	\$ 201,000	5.9%
Shop Equipment	\$ 433,000	\$ 0	\$ (433,000)	100 %
Operating / Other	\$13,561,661	\$ 14,797,813	\$ 1,236,152	9.2%
TOTAL CAPITAL EXPENSES*	\$26,059,167	\$ 30,302,780	\$ 4,243,613	16.3%

**Depreciation is not included*

The major change in capital expenditures year over year is the increase in funding for revenue vehicles.

Overall, Omnitrans' management continues a fiscally sound approach to Omnitrans' finances ensuring that expenditures do not exceed the resources available. Our goal is to enhance financial stability with an emphasis on cost reduction and operational efficiency.

PSG:dw:mm

FY 2015 Proposed Budget

Total Budget \$ 92,538,515

- **Operating** \$ **75,465,190**
- **Capital** \$ **17,073,325**

♦ **Excludes Depreciation**

FY2015 Budget Highlights

- ◆ **Budget Increased By Full Year of sbX Service**
 - ◆ FY15 \$75.5 vs. \$75.9 (BOD 7-year plan)
 - ◆ FY14 \$71.5
- ◆ **Major Cost Categories Frozen**
 - ◆ **Wage Increases**
 - ◆ ATU - 2.5% in balanced budget
 - ◆ Teamsters 2.5%
 - ◆ MC – Per Policy Manual
- ◆ **Service Maintained At Current Levels**
 - ◆ Minor adjustments within the system

FY15 Employee Impact

- ◆ **Reduction of 8 Core OMNI**
 - ◆ Chief Financial Officer
 - ◆ Director of Planning
 - ◆ 1 Dispatcher
 - ◆ Application Developer
 - ◆ Information Clerk
 - ◆ Marketing Clerk
 - ◆ Marketing Delivery Clerk
 - ◆ Accounting Clerk
- ◆ **Combine 4 Departments into 2**
 - ◆ Marketing/Planning
 - ◆ 2 Employees Transfer Departments
 - ◆ Human Resources/Safety & Regulatory Compliance
- ◆ **Realignment of 4 Core OMNI**
 - ◆ Director of Safety & Security to Manager
 - ◆ Material Supervisor to Materials Manager
 - ◆ Customer Service Supervisor to Customer Service Manager
 - ◆ Community Outreach Specialist to Marketing Manager
- ◆ **Addition of 3 positions**
 - ◆ Full Time Paratransit Eligibility Technician
 - ◆ Systems Engineer – offset by cost savings in Info Systems
 - ◆ Network Administrator - offset by cost savings in Info Systems

Operating Budget: Revenue

	FY 13-14 (Adopted)	FY 14-15 (Proposed)	Variance
Fixed Route/OmniLink	\$13,237,663	\$15,237,715	\$2,000,052
Demand Response/Paratransit	\$1,520,209	\$1,962,283	\$442,074
Advertising and Auxillary Rev.	\$300,000	\$475,000	\$175,000
Interest and Non-Transp. Rev.	\$85,000	\$85,000	\$0
LTF Funds for Operations	\$36,349,720	\$37,440,212	\$1,090,492
FTA Section 5307 Maint. / Security	\$10,897,560	\$10,897,560	\$0
STA	\$1,744,044	\$1,735,524	(\$8,520)
JARC/NF	\$0	\$0	\$0
STA Maint. / Security	\$2,331,896	\$2,331,896	\$0
Measure I & Subsidy	\$5,100,000	\$5,300,000	\$200,000
Total Operating Revenues	\$71,566,092	\$75,465,190	\$3,899,098
Percentage Change			5.4%

Operating Budget: Expense

	FY 13-14 (Adopted)	FY 14-15 (Proposed)	Variance
Salary and Benefits	\$41,504,739	\$44,257,335	\$2,752,596
Services	\$3,091,836	\$3,107,177	\$15,341
Materials and Supplies	\$9,303,479	\$9,886,257	\$582,778
Occupancy	\$3,219,474	\$3,671,798	\$452,324
Casualty & Liability	\$5,160,993	\$4,462,911	(\$698,082)
Taxes	\$49,282	\$49,282	\$0
Purchased Transportation	\$9,123,745	\$9,123,746	\$1
Printing & Advertising	\$909,558	\$1,020,675	\$111,117
Miscellaneous	-\$1,213,796	-\$530,774	\$683,022
Leases and Rentals	\$416,782	\$416,782	\$0
Total Operating Budgets	\$71,566,092	\$75,465,190	\$3,899,098
Percentage Change			5.4%

Budget Comparison

Operating Budget Comparison

- FY 13-14 Budget \$ 71,566,092
- FY 14-15 Budget \$ 75,465,190

Variances

- Salaries & Benefits \$ 2,752,596
- Materials and Supplies \$ 582,778
- Miscellaneous Expense \$ 683,022
- Occupancy \$ 452,324

Capital Budget: Revenue

	FY 13-14 (Adopted)	FY 14-15 (Proposed)	Variance
FTA 5307	\$16,941,200	\$16,943,440	\$2,240
CMAQ	\$5,197,506	\$5,152,215	(\$45,291)
FTA 5339	\$0	\$1,703,000	\$1,703,000
Measure I	\$0	\$0	\$0
STAF	\$2,506,773	\$2,331,895	(\$174,878)
LTF	\$0	\$0	\$0
Prop 1B	\$1,285,122	\$4,043,664	\$2,758,542
Prop 1B - Security	\$128,566	\$128,566	\$0
Total Capital Revenues	\$26,059,167	\$30,302,780	\$4,243,613
Percentage Change			16.3%
Capital Used for Operating	\$13,229,455	\$13,229,455	\$0

Capital Budget: Expenses

Facilities	\$1,417,000	\$459,752	(\$957,248)
Revenue Vehicles (FR/PT)	\$6,697,506	\$10,825,215	\$4,127,709
Service/Support Vehicles	\$565,000	\$634,000	\$69,000
Revenue Equipment	\$0	\$0	\$0
Computer Equipment/Software	\$3,385,000	\$3,586,000	\$201,000
Office Equipment	\$0	\$0	\$0
Shop Equipment	\$433,000	\$0	(\$433,000)
Other Capital	\$332,206	\$1,568,358	\$1,236,152
Total Capital Budget	\$12,829,712	\$17,073,325	\$4,243,613
Percentage Change			33.1%
Capital Used for Operating	\$13,229,455	\$13,229,455	0

Actions Addressing Deficit

- ◆ **Organizational Restructure**
 - ◆ Through attrition and needs assessment
- ◆ **Review of IBNR and Risk Assessment**
 - ◆ Reduce IBNR funding level to peer averages
 - ◆ Potential savings of over \$2 million/year
- ◆ **Move Fare Increases up**
 - ◆ \$3.3 million increase in revenue

FY2015 Budget Summary

- **Balanced Budget**
- **Operating Deficit Addressed**
 - **Increase Driven by sbX**
 - **Fixed Route/OmniLink Farebox Ratio is 25.02%**
 - **Access Farebox Ratio is 13.51%**

- Questions?

DEPARTMENT

SUMMARY OF PROGRAMS

CAPITAL BUDGETS

Each year Omnitrans develops a multi-year capital budget program. The development of the service plan numbers directly relate to new equipment purchases, spares, and vehicle and equipment replacement cycles managed by the Maintenance department. The capital budget reflects the work of all departments during the capital budget creation. There are eight (8) prime areas of capital purchase Omnitrans makes in a year. These are: Facilities, Revenue Vehicles, Service Vehicles, Revenue Equipment, Computer Equipment, Office Equipment, Shop and Service Equipment and Other. The Other category maintains those capital funds which are committed to Preventative Maintenance, Transit Enhancements(1%) and Security (1%) under FTA

FISCAL SUMMARY BY PROGRAM

	2012-13 ACTUAL	2013-14 ADOPTED	2014-15 PROPOSED	\$ / % Change FY 14 to FY 15		Notes
Annual FY 14-15 Programs						
Facilities	55,051,769	1,417,000	459,752	(957,248)	-67.55%	Reduction in facility expenditures
Revenue Vehicles	27,606,730	6,697,506	10,825,215	4,127,709	61.63%	Additional funding to get on annual bus procurement plan
Service Vehicles	125,237	565,000	634,000	69,000	12.21%	
Revenue Equipment	862,022	-	-	-	0.00%	
Computer Equipment	3,118,419	3,385,000	3,586,000	201,000	5.94%	
Office Equipment		-	-	-		
Shops-Service Equipment		433,000		(433,000)	-100.00%	
Pass-Through		-	-	-		
Operating / Other - Capital	1,207	332,206	1,568,358	1,236,152	372.10%	Surplus capital funds
SUBTOTAL	86,765,384	12,829,712	17,073,325	4,243,613	33.08%	
Capital Used for Operating	12,073,533	13,229,455	13,229,455	-	0.00%	
GRAND TOTAL	98,838,917	26,059,167	30,302,780	4,243,613	16.28%	

DEPARTMENT

SUMMARY OF PROGRAMS

REVENUE BUDGETS

The revenue budgets are developed to provide the foundation for determining the activities of the organization. Operating revenues are derived from various sources such as: Farebox - fare revenue collected from passengers that utilize our Fixed Route, Omnilink and Access services; Advertising - revenue for advertisement on our coaches' shelters and in and on the sides of our coaches; Interest - revenue from the investment with Local Agency Investment Fund (LAIF). Federal, state and local programs are additional sources of operating revenue. Capital revenue are funds collected from federal, state, local and special incentive programs which the Agency utilizes to purchase capital assets such as buses, equipment, and other depreciable assets. The Planning, Marketing, Operations and Finance departments work together to develop the agency's annual service plan. This service plan in turn is used to project the revenue needed for the upcoming fiscal year.

FISCAL SUMMARY BY PROGRAM

	2012-13 ACTUAL	2013-14 ADOPTED	2014-15 PROPOSED	\$ / % Change FY 14 to FY 15		Notes
Farebox Revenue/Other Revenue:						
Passenger Fares - Fixed Routes/Omnilink	12,956,617	13,237,663	15,237,715	2,000,052	15.11%	Increase driven by sbX ridership and fare increase
Passenger Fares - Access	1,437,586	1,520,209	1,962,283	442,074	29.08%	Fare increase
Advertising and Other Aux Rev	486,803	300,000	475,000	175,000	58.33%	Additional advertising revenue
Interest and Other Non-Trans	1,469,772	85,000	85,000	-		
SUB-TOTAL	16,350,778	15,142,871	17,759,997	2,617,126	17.28%	
Operating Revenue Source-Cap						
LTF	33,901,494	36,388,208	37,440,212	1,052,004	2.89%	Additional LTF from SANBAG
LTF- Carryover	-	-	-	-		
FTA Section 5307 Maint/Sec/Leases	9,175,525	9,297,560	9,297,560	-	0.00%	
FTA Section 5307 ACCESS	1,600,000	1,600,000	1,600,000		0.00%	
STAF - Operating Costs	826,913	1,744,044	1,735,525	(8,519)	-0.49%	
Carl Moyer/JARC/STIP	1,439,645	-	-	-		
STA Maint./Security/Repeater/Tire	2,293,881	2,331,896	2,331,896	-	0.00%	
Measure I & Subsidy	4,850,000	5,100,000	5,300,000	200,000	3.92%	Additional Measure I from SANBAG
SUB-TOTAL	54,087,458	56,461,708	57,705,193	1,243,485	2.20%	
Capital Revenue:						
FTA Section 5307	59,132,743	16,941,200	16,943,440	2,240	0.01%	
FTA Section 5339	-	-	1,703,000	1,703,000		FTA Section 5339 Bus and Bus facility funds. Purchase buses.
FTA Section 5310	-	-	-	-		
Prop 1B	2,631,344	1,285,122	4,043,664	2,758,542		Prop 1B funds to Fund Capital projects in lieu of STA
STAF (SB 620)	2,611,457	2,506,773	2,331,895	(174,878)	-6.98%	
LTF	3,335,961	-	-	-		
Carl Moyer/	-	-	-	-		
CMAQ	20,911,511	5,197,506	5,152,215	(45,291)	-0.87%	
Prop 1B - Security	-	128,566	128,566	-	0.00%	
Measure I Capital	948,538	-	-	-		
SCAQMD	-	-	-	-		
LTF carryover	-	-	-	-		
CAPITAL TOTAL	89,571,554	26,059,167	30,302,780	4,243,613	16.28%	
Less capital used for Operating	(13,069,406)	(13,229,455)	(13,229,455)	-	0.00%	
TOTAL CAPITAL	76,502,148	12,829,712	17,073,325	4,243,613	33.08%	
OPERATIONS TOTAL	70,438,236	71,604,579	75,465,190	3,860,611	5.39%	
GRAND TOTAL	146,940,383	84,434,291	92,538,515	8,104,224	9.60%	

DEPARTMENT

SUMMARY OF PROGRAMS

OMNITRANS CONSOLIDATED

The agency consolidated report is the summary look at all department costs from actuals charges for FY 2012-13, adopted budget for FY 2013-14 and proposed budget costs for FY 2014-15

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015	
Salaries and Benefits	41,265,923	41,504,739	44,257,335	2,752,596	6.63%
Services	2,320,306	3,091,835	3,107,177	15,342	0.50%
Material and Supplies	8,159,713	9,303,479	9,886,257	582,778	6.26%
Occupancy	2,736,658	3,219,474	3,671,798	452,324	14.05%
Casualty and Liability	6,456,877	5,160,993	4,462,911	(698,082)	-13.53%
Taxes	64,237	49,282	49,282	-	0.00%
Purchased Transport	8,949,404	9,123,745	9,123,746	1	0.00%
Printing and Advertising	884,836	909,558	1,020,675	111,117	12.22%
Miscellaneous Expenses	(2,040,119)	(1,213,796)	(530,774)	683,022	-56.27%
Leases and Rentals	489,546	416,782	416,782	-	0.00%
SUBTOTAL	69,287,382	71,566,093	75,465,190	3,899,098	5.45%
Depreciation	18,073,604	16,354,416	16,512,481	158,065	0.97%
Capital Purchase	787,439	-	-	-	
SUBTOTAL	88,148,425	87,920,508	91,977,671	4,057,163	4.61%
GRAND TOTAL **	70,074,821	71,566,093	75,465,190	3,899,098	5.45%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

OPERATIONS: 1100

The Operations Department is responsible for planning, organizing, implementing, coordinating and directing service delivery for all of the agency's fixed route, paratransit and specialty transit operations provided directly and via private contractors and all fleet safety and training programs. This includes primary responsibility for service development, implementation and service delivery including final operating schedules, route alignments, actual operations, field monitoring and emergency and security response in the field. Our State and Federal DOT certified Instructors provide initial and periodic training for our operating personnel in all aspects of agency policy and procedure, legal requirements, vehicles and related equipment as well as administer our National Safety Council fleet safety program. We develop, manage and administer service contracts for the transit service contracted to a private provider and monitor the service delivery and performance.

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015	
Salaries and Benefits	26,598,949	27,112,686	29,162,877	2,050,191	7.56%
Services	27,015	39,015	39,015	-	0.00%
Material and Supplies	122,313	113,768	113,769	1	0.00%
Occupancy	-	-	-	-	
Casualty and Liability	-	-	-	-	
Taxes	-	-	-	-	
Purchased Transport	-	-	-	-	
Printing and Advertising	8,465	8,133	8,133	-	0.00%
Miscellaneous Expenses	81,469	60,524	60,524	-	0.00%
Leases and Rentals	-	-	-	-	
SUBTOTAL	26,838,211	27,334,127	29,384,319	2,050,192	7.50%
Depreciation	-	-	-	-	
SUBTOTAL	26,838,211	27,334,127	29,384,319	2,050,192	7.50%
GRAND TOTAL **	26,838,211	27,334,127	29,384,319	2,050,192	7.50%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

MAINTENANCE: 1200

The Maintenance Department administers three areas of responsibility: Administration, Maintenance, Building/Engineering/Construction. The fiscal claiming process to leverage the use of Federal, State, and Regional funds match with local funds to pay for these infrastructure improvements. The major program is the maintenance of the revenue vehicles to meet operating schedules, the repair and body work for the revenue fleet, passenger vehicles and vans, as well as light and heavy duty trucks. The program in addition maintains and repairs Omnitrans generators, compressors, and power equipment as well as performing specific tasks relating to general welding and fabrication for the department. The Building/Engineering/Construction program assists with and ensures Omnitrans facilities meet City, State, and Federal regulations and standards. All major remodels, repairs and maintenance of all facilities and buildings are managed through the Maintenance Department.

Omnitrans Maintenance Department Mission Statement: To provide clean, safe, and reliable vehicles, equipment, and facilities to Omnitrans internal and external customers.

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	FY 2014-2015 FY 2013-2014	
Salaries and Benefits	6,956,822	7,162,398	7,592,262	429,864	6.00%
Services	288,144	267,080	237,080	(30,000)	-11.23%
Material and Supplies	6,073,780	6,713,423	6,624,070	(89,353)	-1.33%
Occupancy	1,275,900	1,225,874	1,287,961	62,087	5.06%
Casualty and Liability	-	-	-	-	
Taxes	-	-	-	-	
Purchased Transport	-	-	-	-	
Printing and Advertising	-	-	-	-	
Miscellaneous Expenses	(40,452)	(57,489)	(57,489)	-	0.00%
Leases and Rentals	489,441	416,782	416,782	-	0.00%
SUBTOTAL	15,043,634	15,728,068	16,100,666	372,598	2.37%
Depreciation	-	-	-	-	
SUBTOTAL	15,043,634	15,728,068	16,100,666	372,598	2.37%
GRAND TOTAL **	15,043,634	15,728,068	16,100,666	372,598	2.37%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

ADMINISTRATION: 1300

The Administration department budget currently includes budgets for the CEO/General Manager, Director of Internal Audit Services and their administrative support staff. The CEO/General Manager serves as the Chief Executive Officer for Omnitrans. Appointed by the Board, the CEO/General Manager is responsible for the overall administration of all Omnitrans departments and oversees the enforcement of all pertinent State/Federal laws. This office is responsible on a day-to-day basis for the efficient performance of all operations, responsible for implementing Board policy and formulating staff recommendations for Board review on policy matters. Included in this program are legislative relations/policy analysis, administrative analysis, and general oversight of operations. The CEO/General Manager oversees the preparation of the budget and is responsible for the administration of the budget once adopted by the Board. Administration carries out the duties assisting in preparation of Board agendas, minutes, maintaining all official documents of the Omnitrans records of proceedings, deeds, agreements, contracts, filing annual disclosure statements, and coordination of board committees. The

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015	
Salaries and Benefits	924,709	743,417	613,993	(129,424)	-17.41%
Services	236,017	855,000	855,000	-	0.00%
Material and Supplies	10,996	14,500	14,501	1	0.01%
Occupancy	-	2,500	2,500	-	0.00%
Casualty and Liability	-	-	-	-	
Taxes	-	-	-	-	
Purchased Transport	-	-	-	-	
Printing and Advertising	-	28,300	28,300	-	0.00%
Miscellaneous Expenses	175,968	173,500	173,500	-	0.00%
Leases and Rentals	-	-	-	-	
SUBTOTAL	1,347,690	1,817,217	1,687,794	(129,423)	-7.12%
Depreciation	-	-	-	-	
SUBTOTAL	1,347,690	1,817,217	1,687,794	(129,423)	-7.12%
GRAND TOTAL **	1,347,690	1,817,217	1,687,794	(129,423)	-7.12%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

INFORMATION TECHNOLOGY SERVICES 1320

The Information Technology Services department is charged with managing all fixed based technology deployed at Omnitrans. The Information Technology Services department supports over 50 applications. For each system, a level of I.T.S. support has been identified by the IT Steering Committee. By policy, I.T.S. replaces 25% of the personal computers due to maintenance and software problems. A Computer training facility has been established. The Director of I.T. chairs the Information Systems Steering Committee which meets monthly.

- Servers Supported: 75 - Printers Supported: 50 - Phone Systems Supported: 4
- Desktops Supported: 225 - Copiers Supported: 10 - Local Area Networks Supported: 5

FISCAL SUMMARY BY PROGRAM

	2012-2013	2013-2014	2014-2015	FY 2014-2015	
	ACTUAL	ADOPTED	PROPOSED	\$ / % Change	FY 2013-2014
Salaries and Benefits	488,590	494,426	874,242	379,817	76.82%
Services	649,339	669,800	451,340	(218,460)	-32.62%
Material and Supplies	36,034	27,500	27,500	-	0.00%
Occupancy	1,301,287	1,835,129	1,849,666	14,537	0.79%
Casualty and Liability	-	-	-	-	
Taxes	-	-	-	-	
Purchased Transport	-	-	-	-	
Printing and Advertising	-	-	-	-	
Miscellaneous Expenses	21,064	17,387	17,387	-	0.00%
Leases and Rentals	-	-	-	-	
SUBTOTAL	2,496,314	3,044,242	3,220,135	175,893	5.78%
Depreciation	-	-	-	-	
SUBTOTAL	2,496,314	3,044,242	3,220,135	175,893	5.78%
GRAND TOTAL **	2,496,314	3,044,242	3,220,135	175,893	5.78%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

MARKETING

1400

The Marketing department is responsible for coordinating and enhancing the flow of information about Omnitrans programs, projects, services, activities, and decisions:

- Between Omnitrans and current and potential customers
- Between Omnitrans and the media/press
- Between Omnitrans and the community

This includes continued and improved efforts to increase ridership and revenue to achieve agency goals.

This department serves as an internal technical communications consultant to the organization. The department is responsible for preparing informational materials to support transit operations: bus schedules, how-to guides, fare media information, etc. Marketing prepares and distributes Omnitrans internal and external newsletters and manages the Omnitrans web site to communicate Omnitrans services, programs and employment opportunities. Marketing also manages customer service functions in an effort to maintain high levels of customer satisfaction and manages and maintains Omnitrans bus stop amenities.

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015	
Salaries and Benefits	1,385,678	1,493,805	1,858,872	365,067	24.44%
Services	59,143	49,900	79,800	29,900	59.92%
Material and Supplies	6,552	7,100	9,043	1,943	27.37%
Occupancy	62,955	57,700	53,400	(4,300)	-7.45%
Casualty and Liability	-	-	-	-	
Taxes	-	-	-	-	
Purchased Transport	-	-	-	-	
Printing and Advertising	834,792	846,083	857,736	11,653	1.38%
Miscellaneous Expenses	102,663	118,300	122,401	4,101	3.47%
Leases and Rentals	-	-	-	-	
SUBTOTAL	2,451,784	2,572,888	2,981,252	408,364	15.87%
Depreciation	-	-	-	-	
SUBTOTAL	2,451,784	2,572,888	2,981,252	408,364	15.87%
GRAND TOTAL **	2,451,784	2,572,888	2,981,252	408,364	15.87%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

PLANNING: 1500

The Planning Department's mission is to "Making Great Communities and Transit Happen." The department is responsible for developing short and long range plans, programs, policies and funding to accomplish Omnitrans' mission and vision. Within this context the department is organized into two primary functional units – Service Planning/Scheduling and Development Services. The planning/scheduling function involves service planning, monitoring, scheduling, service policies/standards, coordination of service between neighboring transit agencies and evaluating service needs in cooperation with JPA members. The development services unit is responsible for infrastructure planning, project development, construction, transit oriented development, land use and regional mobility planning in coordination with member agencies and various public and private entities. All of these key elements are recapitulated in the Short Range Transit Plan (SRTP) which is the primary financial, planning and service policy document of Omnitrans. The SRTP is developed and maintained by the Planning Department and it is typically updated every other year. The Planning Department will be folded in with the Marketing Department starting in FY2015.

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015	
Salaries and Benefits	573,035	527,577	-	(527,577)	-100.00%
Services	4,607	29,000	-	(29,000)	-100.00%
Material and Supplies	1,554	1,443	-	(1,443)	-100.00%
Occupancy	-	-	-	-	
Casualty and Liability	-	-	-	-	
Taxes	-	-	-	-	
Purchased Transport	-	-	-	-	
Printing and Advertising	5,830	1,736	-	(1,736)	-100.00%
Miscellaneous Expenses	19,461	11,801	-	(11,801)	-100.00%
Leases and Rentals	-	-	-	-	
SUBTOTAL	604,489	571,557	-	(571,557)	-100.00%
Depreciation	-	-	-	-	
SUBTOTAL	604,489	571,557	-	(571,557)	-100.00%
GRAND TOTAL **	604,489	571,557	-	(571,557)	-100.00%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

HUMAN RESOURCES: 1600

The Human Resources Department plans, coordinates and administers a comprehensive human resources management program which subscribes to merit principles of personnel administration, fosters an organizational climate of confidence and trust, and promotes a proactive approach to manpower planning and resources administration. The Director and staff administers Omnitrans claims for Workers' Compensation benefits, working with outside counsel to monitor, control and resolve litigated claims, and provides training for various departments in order to minimize the potential risk of future losses. Human Resources is responsible for staff development to provide an opportunity for employees to have a direct impact on the workplace through participation in joint problem-solving activities with management.

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015	
Salaries and Benefits	1,572,405	1,158,298	1,184,902	26,604	2.30%
Services	437,465	335,430	335,430	-	0.00%
Material and Supplies	4,362	3,868	3,868	-	0.00%
Occupancy	-	-	-	-	
Casualty and Liability	4,244,996	1,970,174	1,272,092	(698,082)	-35.43%
Taxes	-	-	-	-	
Purchased Transport	-	-	-	-	
Printing and Advertising	25,347	15,471	15,471	-	0.00%
Miscellaneous Expenses	93,917	70,853	70,853	-	0.00%
Leases and Rentals	-	-	-	-	
SUBTOTAL	6,378,492	3,554,094	2,882,616	(671,478)	-18.89%
Depreciation	-	-	-	-	
SUBTOTAL	6,378,492	3,554,094	2,882,616	(671,478)	-18.89%
GRAND TOTAL **	6,378,492	3,554,094	2,882,616	(671,478)	-18.89%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

SAFETY AND SECURITY

1630

Under the general administration of the CEO/General Manager, and reporting to the Director of Human Resources and Safety and Regulatory Compliance, the Safety and Security Section is responsible for all physical plant/transit system safety compliance and Security/Public Safety Programs. Many of these programs are under the over-sight of the Federal Transit Administration, Transportation Safety Administration/Department of Homeland Security as well as State, County, and Local Public Safety and Safety & Environmental Compliance agencies. Omnitrans has an ongoing internal process of reviewing operations, procedures, and processes, as well as interfacing with local public Law, Fire, and Emergency Service first response agencies for external coordination, support and feedback. The staff of this section meet routinely with San Bernardino County Public Safety and Emergency Services Organizations as well as regional and state public safety and transportation safety officials. The staff is responsible for the generation of various regulatory reports and records as well as monthly reporting of transit system and security events/incidents to the FTA - National Transit Database Reporting System.

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015	
Salaries and Benefits	323,125	370,801	389,476	18,675	5.04%
Services	382,502	623,950	452,120	(171,830)	-27.54%
Material and Supplies	9,603	9,045	9,045	-	0.00%
Occupancy	9,039	7,640	7,640	-	0.00%
Casualty and Liability	-	-	-	-	
Taxes	-	-	-	-	
Purchased Transport	-	-	-	-	
Printing and Advertising	2,459	1,917	1,917	-	100.00%
Miscellaneous Expenses	32,352	14,360	14,360	-	0.00%
Leases and Rentals	-	-	-	-	
SUBTOTAL	759,079	1,027,713	874,558	(153,155)	-14.90%
Depreciation	-	-	-	-	
SUBTOTAL	759,079	1,027,713	874,558	(153,155)	-14.90%
GRAND TOTAL **	759,079	1,027,713	874,558	(153,155)	-14.90%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

PROCUREMENT

1700

The Procurement Department ensures compliance with best practices and requirements as outlined in the Omnitrans' Procurement policies and procedures, and FTA C4220.1F. This includes the development of templates, model contracts, standard purchase order terms and conditions, and the implementation of procedures that will ensure fair and open competition and the equitable treatment of all potential bidders. Procurement assists departments develop technical specifications and scopes of work and presents contracts to the Omnitrans Board for approval. While Departments are responsible for providing the budget, manpower and programmatic monitoring, Procurement is responsible for contract administration. The Director of the Procurement monitors the integrity of the procurement system, measures procurements against contractual requirements, and identifies cost saving & avoidance opportunities such as consolidating procurements to benefit from economies of scale.

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015	
Salaries and Benefits	1,352,275	1,346,182	1,435,187	89,005	6.61%
Services	6,312	20,471	20,471	-	0.00%
Material and Supplies	8,383	7,675	7,675	-	0.00%
Occupancy	-	-	-	-	
Casualty and Liability	-	-	-	-	
Taxes	-	-	-	-	
Purchased Transport	-	-	-	-	
Printing and Advertising	7,942	7,918	9,118	1,200	15.16%
Miscellaneous Expenses	7,124	6,459	6,459	-	0.00%
Leases and Rentals	-	-	-	-	
SUBTOTAL	1,382,037	1,388,706	1,478,910	90,205	6.50%
Depreciation	-	-	-	-	
SUBTOTAL	1,382,037	1,388,706	1,478,910	90,205	6.50%
GRAND TOTAL **	1,382,037	1,388,706	1,478,910	90,205	6.50%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

FINANCE: 1800

The Finance Department is responsible for the control of all financial activities for Omnitrans, including the collection and disbursement of funds and ensuring that adequate resources are available. The department has three programs: Finance Administration, Accounting and Accounting Services.

Finance Administration: provides administrative support and direction to all finance programs as well as other Omnitrans Departments. Administrative functions include setting financial goals and objectives, planning financial policy, budget development, agency payroll, and budget training, administers self-insurance portions of Omnitrans risk programs.

Accounting Section: Is charged with all the accounting functions in Omnitrans:
Accounts Payable/Receivables - Responsible for the payment of outstanding obligations owed by Omnitrans, tracking end of period adjustments, fixed assets and project/grant management.

Accounting Services: Is responsible for payroll services, daily cash collections, and assists the Director

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	FY 2014-2015 \$ / % Change FY 2013-2014	
Salaries and Benefits	968,066	973,289	1,023,664	50,374	5.18%
Services	146,887	146,981	190,600	43,619	29.68%
Material and Supplies	7,583	5,234	5,234	-	0.00%
Occupancy	-	-	-	-	
Casualty and Liability	2,042,565	3,054,034	2,804,034	(250,000)	-8.19%
Taxes	64,237	49,282	49,282	-	0.00%
Purchased Transport	-	-	-	-	
Printing and Advertising	-	-	-	-	
Miscellaneous Expenses	(2,533,685)	(1,629,491)	(938,770)	690,722	-42.39%
Leases and Rentals	-	-	-	-	100.00%
Other - CAP Credit				-	200.00%
SUBTOTAL	695,654	2,599,328	3,134,044	534,715	20.57%
Depreciation	16,097,519	15,448,112	15,606,176	158,064	1.02%
Capital Purch Exp	3,041,732	-	-		100.00%
SUBTOTAL	19,834,906	18,047,440	18,740,220	692,779	3.84%
GRAND TOTAL **	3,737,386	2,599,328	3,134,044	534,715	20.57%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

ACCESS: 2110

Access provides public transportation services to persons who are physically or cognitively unable to use regular bus service (ADA certified and/or Omnitrans Disability Identification Card holders). Access operates curb-to-curb service with minibuses or vans.

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015	
Salaries and Benefits	117,617	117,096	117,097	1	0.00%
Services	75,701	48,315	68,846	20,532	42.50%
Material and Supplies	1,718,298	2,072,770	2,072,770	-	0.00%
Occupancy	82,014	85,158	85,158	-	0.00%
Casualty and Liability	143,631	128,954	128,954	-	0.00%
Taxes	-	-	-	-	
Purchased Transport	7,442,184	7,504,912	7,504,913	1	0.00%
Printing and Advertising	-	-	-	-	
Miscellaneous Expenses	-	-	-	-	
Leases and Rentals	-	-	-	-	
SUBTOTAL	9,579,445	9,957,204	9,977,738	20,534	0.21%
Depreciation	660,866	906,304	906,305	1	0.00%
SUBTOTAL	10,240,311	10,863,508	10,884,043	20,535	0.19%
GRAND TOTAL **	9,579,445	9,957,204	9,977,738	20,534	0.21%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

YUCAIPA - Omnalink

2200

This Omni link service provides curb-to-curb demand-responsive service for the general public within the City of Yucaipa and facilitates transfers to/from regular fixed route services for travel beyond its boundaries. This service is operated by a private company under contract to the Agency. The contractor is responsible for the daily activities of service delivery such as reservations, scheduling and dispatching. They hire and train their operating personnel in accordance with all Agency and legal requirements and maintain the fleet of par transit vehicles assigned to this service. In Fiscal Year 2015 Omnitrans will eliminate the Omni link service and provide transit needs for Yucaipa with OMNIGO.

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015	
Salaries and Benefits	4,786	4,764	-	(4,764)	-100.00%
Services	7,174	2,674	-	(2,674)	-100.00%
Material and Supplies	41,011	44,088	-	(44,088)	-100.00%
Occupancy	5,463	5,473	-	(5,473)	-100.00%
Casualty and Liability	15,885	3,021	-	(3,021)	-100.00%
Taxes	-	-	-	-	
Purchased Transport	187,633	247,708	-	(247,708)	-100.00%
Printing and Advertising	-	-	-	-	
Miscellaneous Expenses	-	-	-	-	
Leases and Rentals	105	-	-	-	
SUBTOTAL	262,057	307,728	-	(307,728)	-100.00%
Depreciation	-	-	-	-	
SUBTOTAL	262,057	307,728	-	(307,728)	-100.00%
GRAND TOTAL **	262,057	307,728	-	(307,728)	-100.00%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

CHINO HILLS: **2400**

This Omnilink service provides curb-to-curb demand-responsive service for the general public within the City of Chino Hills and facilitates transfers to/from regular fixed route services for travel beyond its boundaries. This service is operated by a private company under contract to the Agency. The contractor is responsible for the daily activities of service delivery such as reservations, scheduling and dispatching. They hire and train their operating personnel in accordance with all Agency and legal requirements and maintain the fleet of paratransit vehicles assigned to this service. In Fiscal Year 2015 Omnitrans will eliminate the Omnilink service and provide transit needs for Chino Hills with OMNIGO.

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015	
Salaries and Benefits	-	-	-	-	-
Services	-	-	-	-	-
Material and Supplies	20,626	22,164	-	(22,164)	-100.00%
Occupancy	-	-	-	-	-
Casualty and Liability	2,284	1,119	-	(1,119)	-100.00%
Taxes	-	-	-	-	-
Purchased Transport	110,503	126,503	-	(126,503)	-100.00%
Printing and Advertising	-	-	-	-	-
Miscellaneous Expenses	-	-	-	-	-
Leases and Rentals	-	-	-	-	-
SUBTOTAL	133,413	149,786	-	(149,786)	-100.00%
Depreciation	-	-	-	-	-
SUBTOTAL	133,413	149,786	-	(149,786)	-100.00%
GRAND TOTAL **	133,413	149,786	-	(149,786)	-100.00%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

OMNIGO/PURCHASED TRANSPORTATION: **2500**

Omnitrans uses purchased transportation to provide two types of fixed route service: 1) weekend service on routes that consistently have low weekend loads; and, 2) OmniGo local circulator service. The use of purchased transportation on weekends is designed to match a smaller cutaway vehicle with a 16-18 passenger capacity to routes that rarely see more than 16 passengers on board at one time. OmniGo service is a neighborhood shuttle service that uses the same smaller vehicles in regular fixed route service. The OmniGo program was designed to augment OmniLink after multiple years when the standalone version of OmniLink did not meet standard.

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015	
Salaries and Benefits	-	-	4,764	4,764	
Services	-	4,219	9,823	5,604	132.81%
Material and Supplies	98,618	260,901	327,153	66,252	25.39%
Occupancy	-	-	5,473	5,473	
Casualty and Liability	7,516	3,692	7,831	4,139	112.12%
Taxes	-	-	-	-	
Purchased Transport	1,209,084	1,244,623	1,618,834	374,211	30.07%
Printing and Advertising	-	-	-	-	
Miscellaneous Expenses	-	-	-	-	
Leases and Rentals	-	-	-	-	
SUBTOTAL	1,315,219	1,513,435	1,973,878	460,444	30.42%
Depreciation	-	-	-	-	
SUBTOTAL	1,315,219	1,513,435	1,973,878	460,444	30.42%
GRAND TOTAL **	1,315,219	1,513,435	1,973,878	460,444	30.42%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

sbX Bus Rapid Transit -BRT

2600

BRT service mirrors light-rail service with dedicated amenities, stations and significantly reduced travel times utilizing dedicated BRT Buses. sbX utilizes standalone stations with level boarding, pre-paid fares, dedicated lanes, signal prioritization, and limited stop spacing to achieve faster service. This portion is the non-labor related charges for sbX operations. Labor is included in the respective departments.

FISCAL SUMMARY BY PROGRAM

	2012-2013 ACTUAL	2013-2014 ADOPTED	2014-2015 PROPOSED	\$ / % Change FY 2014-2015
Salaries and Benefits	-	-	-	-
Services	-	-	367,652	367,652
Material and Supplies	-	-	671,629	671,629
Occupancy	-	-	380,000	380,000
Casualty and Liability	-	-	250,000	250,000
Taxes	-	-	-	-
Purchased Transport	-	-	-	-
Printing and Advertising	-	-	100,000	100,000
Miscellaneous Expenses	-	-	-	-
Leases and Rentals	-	-	-	-
SUBTOTAL	-	-	1,769,281	1,769,281
Depreciation	-	-	-	-
SUBTOTAL	-	-	1,769,281	1,769,281
GRAND TOTAL **	-	-	1,769,281	1,769,281

** Less Depreciation

ITEM # F5

DATE: May 7, 2014

TO: Board Chair Alan Wapner 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 (BENCH) - CONTRACT MNT14-69 (A-H)
BUS PARTS/REBUILD SERVICES**

FORM MOTION

Authorize the CEO/General Manager to award Contracts MNT14-69(A-H) as listed below for the provision of Bus Parts/Rebuild Services for an initial two (2) year period beginning May 7, 2014 and ending no later than May 6, 2016, with the authority to exercise three (3) single option years to extend the contracts to no later than May 6, 2019, in an aggregate amount of \$1,140,580 for the initial base period, and \$570,290 for each of the three option years, totaling \$1,710,870 for a total aggregate amount of \$2,851,450, plus a 10% contingency of \$285,145, for a total not-to-exceed amount of \$3,136,595, should all option years be exercised.

MNT14-69A Hydraulic Electronic Component Supply, Inc. of Santee, CA,
MNT14-69B American Moving Parts of Los Angeles, CA,
MNT14-69C Janek Corporation of Tuckerton, NJ,
MNT14-69D Neopart, LLC of Honey Brook, PA,
MNT14-69E Fleetpride Corporation of Mira Loma, CA,
MNT14-69F Complete Coach Works of Riverside, CA,
MNT14-69G Kirk's Automotive, Inc. of Detroit, MI
MNT14-69H Harbor Diesel and Equipment Inc. of Long Beach, CA

BACKGROUND

Omnitrans utilizes rebuild services to extend the useful life of bus parts such as air compressors, alternators, charge air coolers, transmissions and many others. The cost of purchasing new replacement parts is much higher than acquiring the services to rebuild existing parts.

On March 5, 2014, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB-MNT14-69 for the provision of Bus Parts/Rebuild Services. Staff released the IFB, notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system.

Ten bids were received electronically by the deadline of April 3, 2014. Eight bids were found to be responsive and responsible and are being recommended for award. Individual Purchase Orders will be issued as needed to the lowest priced contractor having the capacity to meet the agency's turnaround time requirements.

The Independent Cost Estimate was \$2,851,450 for a five (5) year period. 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	504010

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

CONCLUSION

Award of these contracts will provide bus parts and rebuild services to ensure our fleet stays in excellent working condition.

PSG:JMS:JC



**ITEM #F5
AUTHORIZE AWARD (BENCH)
CONTRACT MNT14-69 (A-H)
BUS PARTS/REBUILD SERVICES**

**COMPLETE CONTRACT DOCUMENTS
WILL BE PROVIDED ELECTRONICALLY AS
A SEPARATE DOCUMENT TO THE BOARD
AGENDA. A COPY OF THE CONTRACTS
WILL ALSO BE AVAILABLE FOR REVIEW
FROM THE BOARD SECRETARY AT THE
BOARD MEETING.**

ITEM # F6

DATE: May 7, 2014

TO: Board Chair Alan Wapner 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 MNT14-87
PARKING LOT SWEEPING**

FORM MOTION

Authorize the CEO/General Manager to award Contract MNT14-87 to Super Sweepers, Inc. of Rancho Cucamonga, CA, for the provision of Parking Lot Sweeping, in the amount of \$231,900, for a three (3) year base period beginning June 13, 2014, and ending no later than June 12, 2017, with the authority to exercise two (2) single option years of \$43,380 for the first option year and \$46,380 for the second and final option year, plus a ten percent contingency of \$32,166, for a total not-to-exceed amount of \$353,826.

BACKGROUND

Omnitrans utilizes weekly parking lot sweeping services for East Valley, West Valley, and “I” Street locations. The weekly services include sweeping of bus yards and employee lots and bi-weekly pressure washing of bus yards. Sweeping services for the sbX Green Line corridor and park and rides is included in this award.

On January 8, 2014, Omnitrans’ Board of Directors authorized the release of Invitation for Bids IFB-MNT14-87 for the provision of Parking Lot Sweeping services for East Valley, West Valley, “I” Street, and the sbX Green Line park and rides.

Staff released the IFB, notices were published in two local newspapers of general circulation and posted on Omnitrans’ online bidding system.

Five bids were received electronically by the deadline date April 8, 2014. All bids were deemed responsive.

Listed below are the bid prices:

Company	Bid
Super Sweepers, Inc.	\$231,900
All-N-One Maintenance, Inc.	\$276,503
CleanStreet Corporation	\$368,460
Cannon Pacific Services Inc., dba Pacific Sweeping	\$455,963
Spectrum Facility Maintenance	\$989,786

Award is being made to the lowest responsive and responsible bidder. The Independent Cost Estimate is \$231,900.

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 503110

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

CONCLUSION

Award of this contract will ensure aesthetically maintained facilities.

PSG:JMS:JC



CONTRACT AGREEMENT

between

Super Sweepers, Inc.
P.O Box 9071
Rancho Cucamonga, CA 91701

17978 W. Kenwood Ave
San Bernardino, CA 92407

(hereinafter "CONTRACTOR")
Telephone: (909) 980-8447

Fax: (909)887-7393

And

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

CONTRACT DOCUMENTS

CONTRACT NO. MNT14-87

PARKING LOT SWEEPING

Contract Amount: \$231,900

Omnitrans Project Manager:

Name: Mark Montgomery

Title: Facility Manager

Telephone: (909) 379-7175

Fax: (909) 885-2441

Email:

mark.montgomery@omnitrans.org

Contract Administrator:

Name: Joanne Cook

Title: Contracts Administrator

Telephone: (909) 379-7198

Fax: (909) 379-7107

Email: joanne.cook@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING

This Agreement is made and entered into as of this 13 day of June, 2014 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Super Sweepers, 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 June 12., 2017 , unless terminated as specified in Section 8 and 9 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 June 13, 2017 Through June 12, 2019 , which period encompasses the Initial Term, First Option Year and Second Option Year.

3. COMPENSATION

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

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Two Hundred Thirty One Thousand and Nine Hundred Dollars (\$231,900), 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.

4. 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

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.

5. 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.

6. 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: Joanne Cook
Contract Administrator
Joanne.cook@omnitrans.org

To CONTRACTOR:

Super Sweepers, Inc.
P.O. Box 9071
Rancho Cucamonga, CA 91701
Trisha Walker
Office Manager
trisha@supersweepersinc.com

7. 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>
Timothy Morrison	President
_____	_____
_____	_____

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

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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	

13. 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.

14. 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; *Endorsement naming Omnitrans as additional insured.*
- 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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).

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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-MNT14-87 and (4) CONTRACTOR's proposal dated 4/3/2014 2T.

37. 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

SUPER SWEEPERS, INC.

P. SCOTT GRAHAM
CEO/General Manager

TIMOTHY MORRISON
President

DATE

Federal Tax I.D. No. 33-0728587

ATTACHMENT A – SCOPE OF WORK

1. INTRODUCTION

Contractor to furnish all necessary labor, supervision, materials, equipment, chemicals and supplies to satisfactorily perform parking lot sweeping services (and pressure washing where applicable).

2. GENERAL

- A. The contractor shall be responsible for disposing of all collected dirt and waste at an approved facility or landfill. The contractor shall not use any Omnitrans receptacle to dispose of any material collected during the performance of this contract. The contractor shall be held financially accountable for the disposal of any material dumped by him into an Omnitrans receptacle.
- B. The contractor shall ensure that adequate time is scheduled for each visit to complete the requirements of this contract.
- C. The contractor shall be capable of providing additional or emergency service with 48 hours of advance notification.
- D. The contractor shall submit a Service Verification Form to the Project Manager or designee. SVF's are not to be given to the security guards for signature as they do not have the authority.
- E. The contractor shall comply with all applicable provisions in SCAQMD Rule 1186 & 1186.1 and all other applicable regulations..
- F. Contractor shall abide by the safety requirements in, Specifications for Safety.
- G. The contractor shall provide Material Safety Data Sheets to the Project Manager for ALL chemicals that are brought onto Omnitrans property. Omnitrans requires a two week review period prior to the use of new chemicals. Temporary chemical substitutions are not authorized without review by the Project Manager or designee.
- H. The contractor shall meet the requirements of AQMD Rule 1186.1 – Less Polluting Sweepers. (See Attachment E or visit www.aqmd.gov).

3. EQUIPMENT REQUIREMENTS

- A. The contractor shall provide all equipment necessary to complete the requirements of this contract.
- B. The contractor shall ensure that vacuum equipment in use is capable and rated to remove oil-soaked absorbent material; small metal objects such as nuts, bolts, or screws; gravel and granular materials; paper and lightweight trash and debris.
- C. To help in the reduction of airborne dust created when driving the vacuum truck over the concrete/asphalt, each vehicle shall be equipped with, and use, a water spray system. Water for the system may be obtained from sources on Omnitrans property without charge.
- D. Each vacuum sweeper truck or machine shall be equipped with a discharge air device that substantially limits or prevents the generation of dust coming from the vehicle while it is being operated on Omnitrans property.

- E. All required vehicles used by the contractor shall be currently insured, licensed and registered in the State of California.
- F. All equipment associated with the pressure washer shall be maintained in good condition and conform to any applicable Title 8 or SCAQMD regulations.
- G. Waste water that is accumulated during pressure washing operations can be disposed of in the bus wash clarifier at each location, provided the accumulation tank on the machinery is empty when the contractor arrives to provide service. This does not apply to the sbX Corridor Park & Rides. Contractor is responsible for disposing of waste water as required.

4. LOCATIONS/SCHEDULE

- A. The contractor shall provide service at the following locations and frequencies:

- 1. East Valley**

- 1700 West 5th Street
San Bernardino CA 92411

- 2. West Valley**

- 4748 Arrow Highway
Montclair CA 91763

- 3. San Bernardino Para-transit**

- 234 S. I Street
San Bernardino CA 92410

- 4. sbX Corridor Park & Ride Facilities**

- (1) The 15.7-mile corridor spans between northern San Bernardino and Loma Linda. It will include four park-and-ride facilities.
 - (2) Responsibility is to provide parking lot sweeping and cleaning at the park & ride facilities only. There are 4 park and rides (Palm/Kendall, Marshall West, Marshall East, and Anderson/Redlands); *See attached drawings.*
 - (3) *Note: This section No. 4, sbX Corridor Park & Ride Facilities will not be phased in until approximately March 2014.*

SWEEPING:	Frequency	Day of Week	Time of Day
Bus Yards	1 x Week	Thursday	8:00am - 2:00pm
Employee Lots	1 x Week	Thursday	12 midnight - 4:00am
Park & Rides	1 x Week	Thursday	12 midnight - 4:00am
PRESSURE WASHING:	Frequency	Day of Week	Time of Day
Bus Yards	Every two weeks	Friday	8:00am - 2:00pm
sbX Corridor Park & Rides, Concrete Driveways & Drives.	Every two weeks	Friday	12 midnight - 4:00am

Note: Schedule is subject to change during inclement weather i.e. hard rain or high winds. During these times an alternate schedule will be developed and mutually agreed upon between the contractor and Omnitrans Project Manager.

5. PERFORMANCE

The contractor shall provide the following services at each location:

- 1) Bus Yards Sweeping:
 - a) Blow organic debris and trash from under relief cars, buses, and restrictions into an area where it can be collected by the sweeper. Use the lowest power setting possible on the blower to reduce the production of dust.
 - b) Sweep the designated bus parking areas, the area around the relief cars and around all buildings located within the bus yard i.e. Maintenance building, Fuel Island, Bus Wash, and LCNG building.
- 2) Employees Parking Lots Sweeping:
 - a) Blow organic debris and trash away from curbs and restrictions into an area where it can be collected by the sweeper. Use the lowest power setting possible on the blower to reduce the production of dust.
 - b) Sweep the employee parking areas.
- 3) sbX Corridor Park & Rides Sweeping:

- a) Blow organic debris and trash away from curbs and restrictions into an area where it can be collected by the sweeper. Use the lowest power setting possible on the blower to reduce the production of dust.
 - b) Sweep the Park & Ride parking lot.
- 4) Bus Yards and sbX Park & Rides Driveways & Drives Pressure Washing:
 - a) Remove oil stains and residues from the bus parking stalls, driveways, and gutters using a pressure washer. The water may contain only chemicals that have been approved as earlier stipulated. All waste water and leakage from the contractor's machinery must be collected for disposal and not allowed to enter the storm drains on the property. Vehicles may be moved at the contractor's request to complete the job.
 - b) Remove oil and grease from the concrete areas of each buildings perimeter out to 10 feet by pressure washing. All waste water and leakage from the contractor's machinery must be collected for disposal and not allowed to enter the storm drains on the property.
 - c) Remove oil, grease, and chewing gum from the bus ways and walkways in and around the buildings.
- 5) Cleaning Asphalt Parking Lots :
(Employee parking lots & sbX Corridor Park & Rides.
 - a) Remove oil stains and residues from the parking stalls, and driveways. Use a deck brush and either commercial asphalt cleaner or trisodium phosphate (TSP) to wash dirt, oil, and other automotive fluids off of blacktop areas.

6. SPECIFICATIONS FOR SAFETY

- A. This section covers general safety during the entire project.
- B. Contractor must perform the following tasks as required to their full intent.
- C. If there are inconsistencies between this document and the Scope of Work, the Scope of Work shall govern.
- D. Protect the premises, workers, the public, Omnitrans' employees, Omnitrans' equipment, and Contractor's employees from work hazards.
- E. Adhere to fitness for duty requirements, appropriate working attire, and working area cleanliness.
- F. Enforce safety and security of the work site.
- G. Protect all open excavation areas with caution tape, security fence, and/or barricades.
- H. Plan and perform all work in a manner that will provide hazard-free work areas for Omnitrans personnel.
- I. Provide and post signs, place barricades and similar safe guards to direct traffic away from the site of work.
- J. Remove barricades when area is capable of receiving traffic.

- K. Ensure that anything electrical is properly grounded and that all precautions are taken to prevent any chance of electrical shock or spark.
- L. Provide fire protection for contractor's material, facilities, and equipment. No fire protection equipment or personnel shall be provided by Omnitrans.
- M. Adhere to all safety requirements as required by regulatory agencies and industry safety standards, whichever is the stricter.

7. WORKPLACE SAFETY

The contractor shall ensure that all of its operations strictly adhere to all Federal, State, and Local safety and environmental laws and regulations. Omnitrans reserves the right to correct unsafe practices by the contractor's employees, or to stop work until the contractor makes the necessary corrections. In addition:

A. Smoking

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

B. Eye Protection

- 1) Per Omnitrans eye protection policy, ANSI Z87 approved eye protection shall be worn by all persons while conducting business outside the boundaries of the established "green zone". The policy also requires that eye protection be utilized if hazardous work is being conducted within the "green zone". The contractor shall ensure that all of its employees have been provided eye protection that meets the requirement.
- 2) The project manager, or his designee, reserves the right to stop the contractor's work in the event that a contractor employee is in violation, and that work will remain stopped until the violation is corrected.

C. Vests

- 1) Contractors and their employees working or performing services in outside work zones shall wear ANSI Class 2 Safety Vests. ANSI Class 2 Safety Vests must be worn at all times in the bus yard and in the relief vehicle locations.

Safety Vests are not required while in designated, marked with painted green borders Safety Zones on Agency property or while on sidewalks, curbs, or raised pavement

SAMPLE SERVICE VERIFICATION FORM

Date: _____ Time In: _____ Time Out: _____
Vendor Name: _____ Tech ID #: _____
License Plate #: _____

FACILITY SERVICED

- ☐ East Valley
☐ West Valley
☐ "I" Street
☐ Other

SERVICE PERFORMED

Was Work for this order completed?

- ☐ Yes
☐ No; if no, please note estimated date of completion: _____

Vendor Representative Signature

Omnitrans Representative

ATTACHMENT B

REGULATORY REQUIREMENTS

**THESE REGULATORY REQUIREMENTS APPLY TO THE
FOLLOWING CONTRACTS**

ITEM #F5 BUS PARTS/REBUILD SERVICES
ITEM #F6 PARKING LOT SWEEPING

Attachment B

REGULATORY REQUIREMENT

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REGULATORY REQUIREMENTS

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

RR-01

ADMINISTRATIVE CODE *

A. Applicability

This Article applies to all contracts.

B. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Omnitrans to have any financial interest in the Contract;
2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Omnitrans;
3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Omnitrans has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Omnitrans.

C. Campaign Contributions

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Omnitrans Board of Directors in violation of the California Government Code §§84300 et seq., or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

RR-02

DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

- B. In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-03

WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.

- B. Contractor shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the t. seq.

RR-04

PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

- B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Omnitrans business, including all information and documents submitted by Contractor ("Records"), shall become the exclusive property of Omnitrans and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Omnitrans use and disclosure of its records are governed by this Act. Omnitrans will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to Omnitrans. Omnitrans will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
- C. In the event of litigation concerning the disclosure of any Records, Omnitrans sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Omnitrans harmless from all costs and expenses including attorney's fees in connection with any such action.

RR-05

ACCESS TO RECORDS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor agrees to provide Omnitrans, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Omnitrans, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Omnitrans, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

RR-06

FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES*

A. Applicability

This Article applies to all federally funded contracts.

- B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised March 18, 2013 (including any changes), and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this

Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Omnitrans requests which would cause Omnitrans to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between Omnitrans and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

- C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Omnitrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract collectively “Federal Requirements”. These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-07

ENERGY CONSERVATION REQUIREMENTS

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

RR-08

CIVIL RIGHTS REQUIREMENTS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- C. Equal Employment Opportunity

- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (d) Contractor shall include these requirements in each subcontract, modified only if necessary to identify parties, as required by Federal regulations.

RR-09

NO GOVERNMENT OBLIGATION TO THIRD PARTIES *

A. Applicability

This Article applies to all federally funded contracts.

- B. Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Omnitrans, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

RR-10

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS *

A. Applicability

This Article applies to all federally funded contracts.

- B. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- C. Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- D. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

RR-11

SUSPENSION AND DEBARMENT*

A. Applicability

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

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

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

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

RR-12 RECYCLED PRODUCTS

A. Applicability

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

- B. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.
- C. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

RR-13 CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. Applicability

This Article applies to all federally funded contracts over \$100,000.

B. CLEAN WATER REQUIREMENTS

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

C. CLEAN AIR

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

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

RR-14

COMPLIANCE WITH FEDERAL LOBBYING POLICY *

A. Applicability

The following Article applies to federally funded contracts over \$100,000.

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

RR-15

BUY AMERICA *

A. Applicability

The following Article applies to federally funded rolling stock purchase and construction contracts over \$100,000 and to contracts over \$100,000 for materials & supplies for steel, iron, or manufactured products.

- B. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Omnitrans may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

- C. FTA requires a Buy America certification to be submitted with the proposal, or the proposal shall be considered non-responsive.

RR-16

CARGO PREFERENCE*

A. Applicability

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

B. USE OF UNITED STATES FLAG VESSELS

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a

rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Omnitrans (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

RR-17

FLY AMERICA

A. Applicability

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

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

RR-18

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *

A. Applicability

This Article applies to federally funded construction contracts over \$2,000 (including ferry vessels), rolling stock purchases over \$2,500 and to operations/management contracts over \$2,500 (except transportation services)

- B. Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:

1. **Overtime requirements** – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the Article set forth in paragraph (1) of this Article Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Article, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.
3. **Withholding for unpaid wages and liquidated damages** – Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.
4. **Subcontracts** – Contractor or Subcontractor shall insert this Article in any Subcontracts and also an Article requiring the Subcontractors to include this Article in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with this Article.
5. **Payrolls and basic records** – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Omnitrans and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Disadvantaged Business Enterprises

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 8.4%.
- B. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Omnitrans deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- C. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid concurrent with and accompanying an initial proposal prior to award:
 - 1. The names and addresses of DBE firms that will participate in this contract;
 - 2. A description of the work each DBE will perform;
 - 3. The dollar amount of the participation of each DBE firm participating;
 - 4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 - 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 - 6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness with initial proposals prior to contract award] (*see* 49 CFR 26.53(3)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- D. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's receipt of payment for that work from the Omnitrans. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to his contract is satisfactorily completed.

- E. Contractor must promptly notify Omnitrans whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Omnitrans.

RR-20

ADA ACCESS

A. Applicability

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

B. Access Requirements for Persons with Disabilities

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;
2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;
4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and
5. All applicable requirements of the following regulations and any subsequent amendments thereto:
 - (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
- (11) Any implementing requirements FTA may issue.

RR-21

ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM *

A. Applicability

This Article applies to federally funded contracts for transit operations.

B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations

Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all “contractors” that have “covered employees” that perform “safety sensitive functions” as those terms are defined in the regulations.

C. Certificate of Compliance

The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

D. Drug and Alcohol Testing Program

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or Omnitrans, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor shall annually certify its compliance with Parts 653 and 65. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

E. Alcohol and Drug Free Workplace Program

In addition to the above, for Work performed on Omnitrans property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at <http://transit-safety.fta.dot.gov/DrugAndAlcohol/default.asp>

RR-22

TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS *

A. Applicability

Subject to the limitations in Sections B, C, and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

B. General Transit Employee Protective Requirements

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (“U. S. DOL”) guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

E. Indemnity

Contractor shall defend, indemnify and hold harmless Omnitrans, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

RR-23

BONDING REQUIREMENTS

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to ten (10) percent of the bid price. The "bid guarantees" shall consist of a firm commitment and may be in any of the following forms: (a) cash; (b) cashier's check payment to Omnitrans; (c) a certified check payable to the city; or (d) a bidder's bond executed by an admitted surety insurer. Such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

RR-24

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

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

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

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and

fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be

grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

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

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

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

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PRIVACY ACT - 5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- a. **Termination for Convenience (General Provision)** Omnitrans may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Omnitrans to be paid the Contractor. If the Contractor has any property in its possession belonging to the Omnitrans, the Contractor will account for the same, and dispose of it in the manner the Omnitrans directs.
- b. **Opportunity to Cure (General Provision)** Omnitrans in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

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

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

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

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and

obligations of the parties will be the same as if the termination had been issued for the convenience of Omnitrans.

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

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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

Applicability to Contracts

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

Flow Down

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

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

to offer evidence in support of its position. The decision of Omnitrans Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

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

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

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VETERANS PREFERENCE

Veterans Employment. Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

END OF REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING
MNT14-87 - PARKING LOT SWEEPING

Item Num	Section	Description	Unit of Measure	Quantity	Monthly	Annual
1	Base Year 1 - June 13, 2014 - June 12, 2015	East Valley Facility	MONTHLY	12	\$1,100.00	\$13,200.00
2	Base Year 1 - June 13, 2014 - June 12, 2015	West Valley Facility	MONTHLY	12	\$850.00	\$10,200.00
3	Base Year 1 - June 13, 2014 - June 12, 2015	I Street Paratransit	MONTHLY	12	\$375.00	\$4,500.00
4	Base Year 1 - June 13, 2014 - June 12, 2015	Anderson Redlands Blvd Park & Ride	MONTHLY	12	\$480.00	\$5,760.00
5	Base Year 1 - June 13, 2014 - June 12, 2015	Marshall E Street East & West Park & Rides	MONTHLY	12	\$580.00	\$6,960.00
6	Base Year 1 - June 13, 2014 - June 12, 2015	Palm Kendall Park & Ride	MONTHLY	12	\$480.00	\$5,760.00
		Subtotal			\$3,865.00	\$46,380.00
7	Base Year 2 - June 13, 2015 - June 12, 2016	East Valley Facility	MONTHLY	12	\$1,100.00	\$13,200.00
8	Base Year 2 - June 13, 2015 - June 12, 2016	West Valley Facility	MONTHLY	12	\$850.00	\$10,200.00
9	Base Year 2 - June 13, 2015 - June 12, 2016	I Street Paratransit	MONTHLY	12	\$375.00	\$4,500.00
10	Base Year 2 - June 13, 2015 - June 12, 2016	Anderson Redlands Blvd Park & Ride	MONTHLY	12	\$480.00	\$5,760.00
11	Base Year 2 - June 13, 2015 - June 12, 2016	Marshall E Street East & West Park & Rides	MONTHLY	12	\$580.00	\$6,960.00
12	Base Year 2 - June 13, 2015 - June 12, 2016	Palm Kendall Park & Ride	MONTHLY	12	\$480.00	\$5,760.00
		Subtotal			\$3,865.00	\$46,380.00
13	Base Year 3 - June 13, 2016 - June 12, 2017	East Valley Facility	MONTHLY	12	\$1,100.00	\$13,200.00
14	Base Year 3 - June 13, 2016 - June 12, 2017	West Valley Facility	MONTHLY	12	\$850.00	\$10,200.00
15	Base Year 3 - June 13, 2016 - June 12, 2017	I Street Paratransit	MONTHLY	12	\$375.00	\$4,500.00
16	Base Year 3 - June 13, 2016 - June 12, 2017	Anderson Redlands Blvd Park & Ride	MONTHLY	12	\$480.00	\$5,760.00
17	Base Year 3 - June 13, 2016 - June 12, 2017	Marshall E Street East & West Park & Rides	MONTHLY	12	\$580.00	\$6,960.00
18	Base Year 3 - June 13, 2016 - June 12, 2017	Palm Kendall Park & Ride	MONTHLY	12	\$480.00	\$5,760.00
		Subtotal			\$3,865.00	\$46,380.00
19	Option Year 1 - June 13, 2017 - June 12, 2018	East Valley Facility	MONTHLY	12	\$1,100.00	\$13,200.00
20	Option Year 1 - June 13, 2017 - June 12, 2018	West Valley Facility	MONTHLY	12	\$850.00	\$10,200.00
21	Option Year 1 - June 13, 2017 - June 12, 2018	I Street Paratransit	MONTHLY	12	\$375.00	\$4,500.00
22	Option Year 1 - June 13, 2017 - June 12, 2018	Anderson Redlands Blvd Park & Ride	MONTHLY	12	\$480.00	\$5,760.00
23	Option Year 1 - June 13, 2017 - June 12, 2018	Marshall E Street East & West Park & Rides	MONTHLY	12	\$580.00	\$6,960.00
24	Option Year 1 - June 13, 2017 - June 12, 2018	Palm Kendall Park & Ride	MONTHLY	12	\$480.00	\$5,760.00
		Subtotal			\$3,865.00	\$46,380.00
25	Option Year 2 - June 13, 2018 - June 12, 2019	East Valley Facility	MONTHLY	12	\$1,100.00	\$13,200.00
26	Option Year 2 - June 13, 2018 - June 12, 2019	West Valley Facility	MONTHLY	12	\$850.00	\$10,200.00
27	Option Year 2 - June 13, 2018 - June 12, 2019	I Street Paratransit	MONTHLY	12	\$375.00	\$4,500.00
28	Option Year 2 - June 13, 2018 - June 12, 2019	Anderson Redlands Blvd Park & Ride	MONTHLY	12	\$480.00	\$5,760.00
29	Option Year 2 - June 13, 2018 - June 12, 2019	Marshall E Street East & West Park & Rides	MONTHLY	12	\$580.00	\$6,960.00
30	Option Year 2 - June 13, 2018 - June 12, 2019	Palm Kendall Park & Ride	MONTHLY	12	\$480.00	\$5,760.00
		Subtotal			\$3,865.00	\$46,380.00
		Total			\$19,325.00	\$231,900.00

ITEM # F7
DATE: May 7, 2014

TO: Board Chair Alan Wapner 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 OPS14-178
DIESEL AND UNLEADED FUELS**

FORM MOTION

Authorize the CEO/General Manager to award Contract OPS14-178 to Pinnacle Petroleum, Inc., of Huntington Beach, CA, for the provision of Diesel and Unleaded Fuels for a two year base period beginning July 1, 2014 and ending no later than June 30, 2016, in the amount of \$3,320,639, and the authority to exercise three separate one-year periods in the amount of \$1,660,319 each, to extend the contract to no later than June 30, 2019, in the not-to-exceed amount of \$8,301,596, plus a ten percent contingency of \$830,160, for a total not-to exceed of \$9,131,756.

BACKGROUND

On March 5, 2014, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB-OPS14-178 for the provision of Diesel and Unleaded Fuels at West Valley, East Valley and I Street locations.

Staff released the IFB, notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. The Independent Cost Estimate was \$1,456,793 per year.

Margin pricing and delivery costs for unleaded and diesel fuel was requested from the firms based on the quantities of fuel currently being delivered.

Facility	Unleaded Tank Size (Gallons)	Average Delivery (Gallons)	Delivery Frequency
West Valley	10,000	5,000	Every 3 to 4 Months
East Valley*	1,000	700	Weekly
East Valley	10,000	6,000	Every 2 to 3 Months
I Street	4,000 each (2 tanks)	5,900	Weekly

*During VMF Construction

The pricing for diesel fuel was based on an estimated annual usage of 300 gallons at both East Valley and West Valley facility and 100 gallons at I Street.

Five bids were received electronically by the deadline date of April 2, 2014. All bids were deemed responsive.

Listed below are the margin prices bid:

Unleaded Fuel (Gallons)	Pinnacle	Mansfield	Merit Oil	SC Fuels	IPC
6,000+ LA	0.0212	0.0617	0.04	0.0373	0.037
6,000+ Colton	0.0045	0.0214	0.02	0.015	0.0095
2,000 – 5,999 LA	0.0941	0.1167	0.075	0.1749	0.1065
2,000 – 5,999 Colton	0.0309	0.0594	0.05	0.108	0.0465
1,000 – 2,499 LA	0.292	0.2816	0.115	0.327	0.2515
1,000 – 2,499 Colton	0.1599	0.1394	0.09	0.297	0.1615

55 gl Drums LA	1.0	No Bid	0.9	1.82	No Bid
55 gl Drums Colton	1.0	No Bid	0.75	1.79	No Bid
Delivery Charge	150/drum	No Bid	\$50/del	\$75/del	No Bid

Diesel Fuel (Gallons)	Pinnacle	Mansfield	Merit Oil	SC Fuels	IPC
LA	0.50	0.3058	0.50	0.327	1.08
Colton	0.366	0.3183	0.35	0.297	0.83

Demurrage	18.75	25	16.25	22.50	15.00
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The total per gallon price before taxes and fees have two elements: the daily rack price, plus a fixed margin and delivery cost. As an example, the price of a gallon of unleaded fuel based on the Colton rack price for April 10, 2014, is as follows:

Colton Rack Price for Unleaded for April 10, 2014	\$3.79
Margin and delivery (for deliveries between 2,000 – 5,999 gallons)	0.0309
Total before taxes	\$3.8209

As an example, the price of a gallon of diesel fuel based on Colton Rack price for April 9, 2014, is as follows:

Colton Rack Price for Diesel for April 9, 2014	\$3.184
Margin and delivery	0.366
Total	3.5500

Award is being made to the overall lowest responsive and responsible bidder.

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	504110 Diesel Fuel
	504100 Unleaded Fuel

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

CONCLUSION

By awarding this contract, Omnitrans will benefit from economies of scale.

PSG:JMS:AA



CONTRACT AGREEMENT

between

CONTRACTOR
Pinnacle Petroleum, Inc.
7911 Professional Circle
Huntington Beach, CA 92648

(hereinafter "CONTRACTOR")
Telephone: 714-841-8877
Fax: 714-841-8855
Email: lmckinley@pinnaclepetroleum.com

And

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

CONTRACT DOCUMENTS

CONTRACT NO. OPS14-178

Diesel and Unleaded Fuels

Contract Amount:
Not to exceed \$3,320,639

Omnitrans Project Manager:

Name: Frank Quass
Title: Ops Services Supervisor
Telephone: (909) 379-7212
Email: frank.quass@omnitrans.org

Contract Administrator:

Name: Alesia Atkinson
Title: Contract Administrator
Telephone: (909) 379-7314
Fax: (909) 379-7107
Email: alesia.atkinson@omnitrans.org



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ATTACHMENT A - SCOPE OF WORK

ATTACHMENT B - REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING

ATTACHMENT D – LIQUIDATED DAMAGES/DEMURRAGE

This Agreement is made and entered into as of this 1st day of July, 2014 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Pinnacle Petroleum, 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 June 30, 2016, unless terminated as specified in Section 8 and 9 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from July 1,

2016 Through June 30, 2019, which period encompasses the Initial Term.

3. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIRM FIXED PRICE AND PRICE BASED OFF INDEX 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 Three Million Three Hundred Twenty Thousand, Six Hundred Thirty Nine and 00/100 Dollars (\$ 3,320,639.00), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

4. 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

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.

5. 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.

6. 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: Alesia Atkinson
Contract Administrator

To CONTRACTOR:

Pinnacle Petroleum, Inc.
7911 Professional Circle
Huntington Beach, CA 92648
Attn: Liz McKinley, President

7. 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: Frank Quass, Ops Services Supervisor

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this

Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 - 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
 - 2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
 - 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

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

<u>Name</u>	<u>Role</u>
Liz McKinley	President
_____	_____
_____	_____
_____	_____

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

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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
First Fuel 14 Bolivar Street Newport Beach, CA 92663	hauling
Goodspeed and Sons 11211 G Street Hesperia, CA 92345	hauling

13. 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.

14. 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; *Endorsement naming Omnitrans as additional insured.*
- E. All drivers making deliveries of products specified on this contract 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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).

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

34. DISPUTE RESOLUTION

- A. Any disputes between Contractor and Omnitrans relating to the implementation or administration of the Contract shall be resolved in accordance with this section.
 - 1) The parties shall first attempt to resolve the dispute informally in meetings or communications between Contractor and Omnitrans.
 - 2) If the dispute remains unresolved fifteen (15) days after it first arises, Contractor 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 Contractor.

- 3) 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.
- 4) Pending final resolution of a dispute under this section, Contractor shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

35. 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.

36. 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) Attachment B, Regulatory Requirements, (4) Attachment C, Pricing Sheet, (5) Attachment D, Liquidated Damages/Demurrage, (6) provisions of IFB-OPS14-178 Diesel and Unleaded Fuels, and (7) CONTRACTOR's proposal dated March 31, 2014.

37. 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

PINNACLE PETROLEUM, INC.

P. SCOTT GRAHAM
CEO/General Manager

Liz McKinley
President

DATE

Federal Tax I.D. No. 33-0649703

DP _____

CM _____

ATTACHMENT A - SCOPE OF WORK

1. INTRODUCTION

- A. The Contractor shall provide and deliver diesel and unleaded fuel to Omnitrans' East Valley Facility (1700 West Fifth Street, San Bernardino, CA 92411) West Valley Facility (4748 Arrow Highway, Montclair, CA 91763), and I Street Paratransit Facility (234 South "I" Street, San Bernardino, CA 92411) under the terms of this Contract Agreement.
- B. Omnitrans operates a fleet of 67 support vehicles all of which require unleaded gasoline. The split between the East and West Valley facilities is approximately 75% of the fleet at the Omnitrans' East Valley facility (San Bernardino) and 25% at the West Valley facility (Montclair).
- C. Minimal diesel fuel is required for the operation and testing of back-up generators.
- D. Omnitrans operates a fixed route fleet of approximately 186 buses, all of which are CNG-powered, along with 65 gasoline powered revenue vehicles and 6 support vehicles. CNG fuel is not a part of this award.

2. GENERAL

- A. Omnitrans reserves the right to add or delete facilities within Omnitrans' service area, as needed, under the pricing terms established herein.
- B. Contractor shall provide and deliver fuel to Omnitrans' designated locations on an as-needed basis, or as required by Omnitrans' designated purchasing agent, and deliver fuel in a timely manner, ensuring that Omnitrans is supplied with sufficient fuel reserves, as required.
- C. Contractor may be required to work with Omnitrans' designated fuel purchasing agent in order to maximize cost efficiencies based upon a 'flexible' fuel delivery schedule.
- D. Contractor shall furnish all trucks, trailers, off-loading hose(s), tools, equipment, resources, apparatus, facilities, transportation, labor and materials necessary to furnish the services described herein.
- E. Contractor must provide Omnitrans with proof of compliance, upon request, of relevant local, state, and federal laws/regulations, and contractor must notify Omnitrans of any changes, updates, amendments, and modifications in relevant regulations, laws, statutes and policies.
- F. Contractor shall notify Omnitrans Project Manager prior to any delivery of a fuel that has been reformulated to meet a new regulatory requirement during the life of this contract or a required component of the fuel which allowed the fuel to meet the definition of a formulated gasoline has been changed for any reason. A new MSDS/SDS shall be provided to Omnitrans' Project Manager at the time of delivery of this new fuel to allow Omnitrans' Safety and Security Department to update the master MSDS/SDS file. The preferred means of update is electronic, but if not available, a paper MSDS/SDS is acceptable. U.S. E.P.A. defines

reformulated gasoline (RFG) as a gasoline blended to burn more cleanly than conventional gasoline and to reduce smog-forming and toxic pollutants in the air we breathe.

- G. It is the policy of Omnitrans to periodically submit samples of fuel to an independent laboratory for analysis. This is done to verify that the product supplied continues to meet these specifications. This practice does not, in any manner, relieve the supplier of its responsibility to ensure that the specifications are continually upheld.
- H. Contractor shall exercise caution in making deliveries of fuel of the proper grade and to the proper storage tanks.
- I. In the event an improper grade of fuel is delivered, or in the event of fuel being delivered into the wrong storage tank causing the existing fuel to become contaminated; Contractor shall, at its own expense, dispose of and replace the contaminated product, and clean the affected storage tank(s), on a timely basis so as not to interrupt service.
- J. The fuel delivery hours at East and West Valley locations will be between 7 a.m. and 3 p.m. and between 4:30 a.m. and 9:30 p.m. at the "I" Street facility, seven days a week except holidays.
 - 1. Contractor must address and coordinate the scheduling of fuel deliveries with Omnitrans staff in order to accommodate Omnitrans' holiday schedule.
 - 2. Omnitrans does not operate on any of the following national holidays: Labor Day, Memorial Day, Independence Day, Thanksgiving, Christmas, and New Years Day.
- K. Availability of product is to be within 24 hours of each order date.
- L. All freight costs are included in the awarded price as the terms shall be F.O.B. Omnitrans.
- M. Contractor shall assume full responsibility for providing tankers or transportation containers suitable for delivery of the fuel to the appropriate Omnitrans bulk storage tank(s).
 - 1. Contractor shall be responsible for unloading fuel into Omnitrans' bulk storage tanks and providing trained personnel capable of performing the unloading of fuel without assistance from Omnitrans personnel.
 - 2. All fuel tanker trucks making deliveries shall be properly certified by the State of California including but not limited to Vehicle Tank Measurement Certificates, and in accordance with Federal Department of Transportation regulations, policies, and procedures.
 - 3. If requested, the Contractor shall provide copies of requested certificates within three (3) days after notification is received from a designated Omnitrans representative.

4. All drivers making deliveries of fuel to Omnitrans shall have Hazardous Materials Endorsements on their Commercial Driver's License, and such other Endorsement as may be required by relevant laws and/or regulations.
5. Prior to the first delivery of fuel, the Contractor shall provide Omnitrans' Project Manager, Frank Quass, with a material safety data sheet (MSDS) for the subject fuel.
6. Contractor, its agents or employees, must notify Omnitrans' shop supervisor, or his/her designee, upon delivery of fuel.
7. Contractor agrees to notify Omnitrans' designated representative if, at any time, it appears that the deliveries may be impacted by any foreseen circumstance. Such notification shall include the reasons for any possible delays, and steps being taken by Contractor to remedy any such problem(s). Nothing herein shall be interpreted as waiving remedies otherwise available to Omnitrans.

3. FUEL REQUIREMENTS

A. 87 Octane Unleaded Regular gasoline

1. Octane Number: 87 minimum (Research Method plus Manufacturer Method divided by two).
2. Any regulatory changes to this type of product shall automatically apply to the commodities described herein.
3. Estimated Annual Usage:

East Valley Facility*	Est. Annual Usage (gallons)
Storage Capacity: One 10,000 Gallon Tank (Above ground)	
Average delivery: 6,000 gallons, approx. once every 2-3 months	
July 1, 2014 - June 30, 2015	40,000
July 1, 2015 - June 30, 2016	41,500
July 1, 2016 - June 30, 2017	43,000
July 1, 2017 - June 30, 2018	44,500
July 1, 2018 - June 30, 2019	46,000

*Omnitrans East Valley Facility is undergoing construction. Currently there is one 1000 gallon storage tank used for Unleaded Fuels. Estimated construction completion, is estimated to be the 4th quarter of 2014. The current delivery is 700 gallons per week.

West Valley Facility	Est. Annual Usage (gallons)
Storage Capacity: One 10,000 gallon tank (Underground)	
Average delivery: 5,000 gallons; approx once every 3-4 months	
July 1, 2014 - June 30, 2015	14,000
July 1, 2015 - June 30, 2016	15,000
July 1, 2016 - June 30, 2017	16,000
July 1, 2017 - June 30, 2018	17,000
July 1, 2018 - June 30, 2019	18,000

“T” Street Facility	Est. Annual Usage (gallons)
Storage Capacity: Two 4,000 gallon tanks (Underground)	
Average delivery: 5,900 gallons, approx every 6-8 days	
July 1, 2014 - June 30, 2015	365,000
July 1, 2015 - June 30, 2016	368,000
July 1, 2016 - June 30, 2017	372,000
July 1, 2017 - June 30, 2018	376,000
July 1, 2018 - June 30, 2019	380,000

B. Diesel Fuel

1. Contractors price is quoted for Grade No. 2, ultra-low sulfur (<15ppm) diesel fuel which must, at a minimum, meet ASTM D-975 standards with a minimum Cetane Number of 45, under the terms of section 1956.2(f), Title 13 of the California Code of Regulations. Fuel shall be completely distilled (98% by volume recovery when subjected to ASTM D-86 distillation).
2. Diesel fuel type shall be Red Dye.
3. Only California Compliant Diesel Fuel shall be supplied to the Agency to ensure regulatory compliance with the California Air Resources Board Exhaust Emissions Standards and Test Procedures.
4. Omnitrans shall inspect each Bill of Lading to ensure that non-blended No. 2 fuel is being provided.
5. It is estimated that the need for diesel fuel to be once per year to top the tanks however, if circumstances cause extended use of the generators additional deliveries may be ordered.

6. The State Board of Equalization, Chapter 3 Exemptions, Section 60101(c) states: “No person shall operate or maintain a motor vehicle on any public highway in this state with dyed diesel fuel in the fuel supply tank. This subdivision does not apply to uses of dyed diesel fuel on the highway that are lawful under the Internal Revenue Code or regulations promulgated thereunder, if the person is registered as a qualified highway vehicle operator, exempt bus operator, or government entity”

East Valley Facility	Est. Annual Usage (gallons)
Storage Capacity: 1-1000 gallon Above Ground Storage (AST) 1-200 Gallon Generator Sub-base Fuel Tank	
July 1, 2014 - June 30, 2015	300
July 1, 2015 - June 30, 2016	300
July 1, 2016 - June 30, 2017	300
July 1, 2017 - June 30, 2018	300
July 1, 2018 - June 30, 2019	300

West Valley Facility	Est. Annual Usage (gallons)
Storage Capacity: 1- 500 Gallon UST for generator 1- 200 gallon generator Sub-base Fuel Tank.	
July 1, 2014 - June 30, 2015	300
July 1, 2015 - June 30, 2016	300
July 1, 2016 - June 30, 2017	300
July 1, 2017 - June 30, 2018	300
July 1, 2018 - June 30, 2019	300

“T” Street Facility	Est. Annual Usage (gallons)
Storage Capacity: 215 Gallon Generator Sub-base Fuel Tank	
July 1, 2014 - June 30, 2015	100
July 1, 2015 - June 30, 2016	100
July 1, 2016 - June 30, 2017	100
July 1, 2017 - June 30, 2018	100
July 1, 2018 - June 30, 2019	100

4. INSPECTION OF SERVICES

- A. All services provided and materials utilized in the performance of such services, shall be subject to inspection by Omnitrans, or its designee, to the extent practical at all times and places during the term of this Agreement.
 - 1. All inspections made by Omnitrans, or its designee, shall be made in such a manner as not to unduly delay the Contractor's delivery and/or dispensing of fuel.

5. PRICING

- A. The Rack Price charged to Omnitrans must be based on the OPIS daily unbranded average. A copy of all OPIS pricing shall be submitted as part of the Quotation. Include a separate sheet with a line-item listing all applicable taxes and fees for each commodity.
- B. The Contractor shall guarantee to maintain the proposed effective margin and delivery costs for the duration of the contract.
- C. The OPIS Rack Price is to be based on the Los Angeles and Colton Racks and invoices submitted to Omnitrans shall reflect the lowest aggregate price.
- D. Contractors per gallon pricing information for fuel must include:
 - 1. Fixed margin/discount,
 - 2. Fixed delivery charge per gallon.
- E. Contract award shall be based upon the lowest aggregate price, fixed delivery charge and fixed margin (profit/discount).
- F. Prices shall include all transportation costs, including those associated with loading, transporting and unloading product from Contractor's loading facility to Omnitrans' storage tanks.
- G. **Taxes / Fees.** Purchases by Omnitrans are subject to applicable State and local sales taxes. However, Omnitrans is exempt from the payment of Federal Excise and Transportation Taxes.
 - 1. **Applicable Taxes.** At the current time, the following summarizes the taxes applied to unleaded fuel and Omnitrans' tax status regarding each:
 - a. **Federal Excise Taxes.** Omnitrans *is* exempt from Federal Excise Taxes under the Internal Revenue Code when purchasing fuel for use in revenue vehicles only. An "Exemption Certificate for State and Local Governments" needs to be completed and signed by either the General Manager or the Director of Finance for each vendor supplying these tax-exempt items.
 - b. **California Use Fuel Taxes.** Omnitrans *is* exempt from California Use Fuel Taxes under Section 8655 of the California Revenue and Taxation Code, Part (b) (1) for all vehicles. Exempt entities are liable for a one-cent (\$0.01) per gallon tax payable to the California State Board of Equalization. A "User Exemption Certificate--California Use Fuel Taxes" needs to be completed and

signed by either the CEO/General Manager or the Director of Finance for each vendor supplying these tax-exempt items.

- c. **California Motor Vehicle Fuel License Tax.** Omnitrans *is not* exempt from the California Motor Vehicle Fuel License Tax, under Section 7301 et seq. of the California Revenue and Taxation Code. This tax is applied to all "gasoline, natural gasoline, blends of gasoline and alcohol containing more than 15% gasoline, and any inflammable liquid used to propel". This tax is paid directly to the vendor.
- d. **California State Sales Tax.** Omnitrans *is not* exempt from the California State Sales Tax.
- e. **Leaking Underground Storage Tank Tax.** Omnitrans *is not* exempt from the Leaking Underground Storage Tank Tax.

- 2. **Applicable Fees.** At the current time, the following summarizes the fees applied to diesel and/or unleaded fuel and Omnitrans' tax status regarding each:

- 1. **Childhood Lead Fee.** Omnitrans *is not* exempt from Childhood Lead Fee. This fee is paid directly to the vendor.
- 2. **California Oil Spill Fee.** Omnitrans *is not* exempt from the California Oil Spill Fee. This fee is applied to both diesel and gasoline and is paid directly to the vendor.
- 3. **Federal Environmental Recovery Fee.** Omnitrans *is not* exempt from Federal Environmental Recovery Fee. This fee is applied to both diesel and gasoline and is paid directly to the vendor.

6. OMNITRANS' RESPONSIBILITIES

Omnitrans' shall, at all times, provide reasonable access to the fueling facility, and shall permit the unloading of contractor trucks at the delivery locations without undue delay.

7. EMPLOYEE HAZARDS

- A. Contractor shall perform all work in a clean, safe and professional manner, causing no hazards to Omnitrans staff, facility, the environment or contractor's service personnel.
- B. All Hazardous waste must be handled, collected, stored and disposed of in accordance with federal, state and local environmental compliance regulations.

8. CONTRACTOR SAFETY

- A. Contractor shall check in at Omnitrans' East and West Guard Stations any time entry onto Omnitrans' property is made, and at I Street Guard Station after 5:00 p.m.
- B. Contractor shall follow the direction given by the security guard to include traffic patterns and speed limits as the parking lots have a controlled traffic pattern for the safety of all individuals and property.

- C. Contractor shall wear a reflective vest when outside of the vehicle and near vehicle traffic.
- D. Contractor shall check volume of fuel in tank to be filled prior to connecting tanker hoses to tank.
- E. Contractor shall calculate if sufficient volume remains in the tank to hold the fuel scheduled for delivery.
- F. Contractor shall control the fuel transfer area to eliminate unnecessary access during a delivery and to prevent distraction of the driver during the fuel transfer process.
- G. Contractor shall physically watch/monitor fuel transfer from tanker truck to fuel tank while staying near an emergency shut-off switch.
- H. Contractor shall wear proper personnel protective equipment sufficient to be able to respond to a small fuel release, if necessary, during the transfer operation.
- I. In the event of an accidental spill, driver shall report to Omnitrans' Project Manager, Security Office, or Safety Department.
- J. Contractor shall be responsible to prevent migration of fuel spills that occur during a fuel transfer to sensitive receptors as much as possible while doing so in a safe manner.
- K. Contractor shall be responsible for any costs of clean-up associated with supplier spill including, be not limited to HazMat contractor, labeling, transporting and disposal of wastes. Contractor shall have available to respond in a timely manner a Haz Mat contractor for large spills which are beyond their ability to safely cleanup or they do not have sufficient materials or equipment on site to safely cleanup.

DIESEL AND UNLEADED FUEL

	Mark Up Per Gallon
Unleaded Fuel 6,000 + Gallons	
LA RACK	0.0212
COLTON RACK	0.0045
Unleaded Fuel 2,000 - 5999 Gallons	
LA RACK	0.0941
COLTON RACK	0.0309
Unleaded Fuel 1,000 - 2499 Gallons	
LA RACK	0.292
COLTON RACK	0.1599
Unleaded Fuel 55 Gallon Drums	
LA RACK	1.00
COLTON RACK	1.00
Delivery Chg	\$150 PER DRUM
Diesel Fuel	
LA RACK	0.5
COLTON RACK	0.366
Demurrage	18.75

ATTACHMENT D

1. LIQUIDATED DAMAGES

- A. Omnitrans maintains a three-day purchasing lead-time to ensure sufficient fuel for continuous operation of its fleet. Contractor's failure to deliver per the requirements stated in the Agreement, and resulting in Omnitrans running out of fuel at its storage facility, shall result in liquidated damages being assessed against the fuel supplier.
- B. These damages shall be deducted from any monies due, or which may thereafter become due, to Contractor under this Contract.
- C. Force Majeure applies:
 - 1) When it is beyond the control of Contractor to provide the service requirements contained in this contract, the Liquidated Damages will be prorated accordingly.
 - 2) Omnitrans shall be the sole judge of the applicability of the Force Majeure clause as relates to Liquidated Damages.
- D. Specific Daily Liquidated Damages Amount
 - 1) In the event of any such delay the amount of damage sustained shall be determined by Omnitrans' actual lost revenue and/or incurred expenses, but not to exceed \$250 per day per bus/Access Van.
 - 2) Omnitrans and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty.

2. DEMURRAGE

Up to one-hour of "standing time" shall be allowable at no charge for the purpose of unloading. If the Contractor is unable to begin unloading fuel within one hour after the scheduled arrival at an Omnitrans site, due to delays caused by Omnitrans, Contractor may assess demurrage charges. Demurrage charges shall apply in increments of one-quarter (1/4) hours.

ITEM # F8

DATE: May 7, 2014

TO: Board Chair Alan Wapner 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 MKT14-120
ADVERTISING AND DESIGN SERVICES**

FORM MOTION

Authorize the CEO/General Manager to award Contract MKT14-120 to Industrial Strength Advertising & Design of Calabasas, CA, for the provision of Advertising and Design Services for a three-year base period, beginning July 1, 2014 and ending June 30, 2017, in the amount of \$1,950,000, and the authority to exercise two single option years in the amount of \$688,000 and \$708,000 respectively, extending the contract to no longer than June 30, 2019, for a not-to-exceed contract amount of \$3,346,000, plus a ten percent contingency of \$334,600, for a total not-to-exceed amount of \$3,680,600.

BACKGROUND

Omnitrans utilizes the services of a qualified firm to provide Advertising and Design Services. The firm assists Omnitrans' Marketing Department in meeting its marketing goals. Requirements include providing professional creative and graphic design services; website design and maintenance; media analysis, production, buying services; and advertising services.

On February 5, 2014, Omnitrans' Board of Directors authorized release of Request for Proposals RFP-MKT14-120. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system.

Nine proposals were received by the March 7, 2014 deadline. All were deemed responsive, and evaluated in accordance with the evaluation criteria included in the RFP.

The four highest-ranked firms were invited to participate in a presentation and interview. Omnitrans then issued a request for a Best & Final Offers (BAFO).

The following firms are ranked from highest to lowest:

		Industrial Strength	We The Creative	Westbound	AdEase
Criteria	Points Possible				
Responsiveness to requirements of scope	10	9.67	9.00	8.67	9.33
Work Plan	25	22.33	19.33	21.33	22.67
Experience	40	36.67	33.00	32.67	34.33
Technical Total	75	68.67	61.33	62.67	66.33
Price	25	19.31	25.00	21.19	17.12
TOTAL	100	87.98	86.33	83.86	83.45

Industrial Strength Advertising & Design ranked the highest technically and overall, and are a responsive and responsible proposer that meets the RFP requirements. Over the five-year term of the contract, Industrial Strength Advertising & Design's pricing averages \$95 for hourly rates, \$2,500 for radio advertising, \$17,500 for TV commercials, and a 12.5 percent media commission rate. The Independent Cost Estimate (ICE) anticipated average hourly rates of \$125, radio at \$3,000, television at \$10,000 and media commission rates at 15 percent. As the proposed prices are within the range of the ICE, price is deemed fair and reasonable.

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

FUNDING SOURCES

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

Department 1400
Expenditure Code 509080

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

CONCLUSION

By approving award of this contract, Omnitrans will be able to continue to develop and implement effective advertising campaigns, produce professional marketing materials, and maintain or enhance the Agency's website, www.omnitrans.org. Collectively, these efforts will help increase ridership, enhance community awareness and project a positive image of Omnitrans.

PSG:JMS:CV



CONTRACT AGREEMENT

between

Industrial Strength Advertising & Design
23564 Calabasas Road, Suite 105
Calabasas CA 01302

(hereinafter "CONTRACTOR")
Telephone: 818-223-9426
Fax: 818-223-0427
Email: industrialstrength@sbcglobal.net

And

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

CONTRACT DOCUMENTS

CONTRACT NO. MKT14-120

Advertising and Design Services

Contract Amount: not to exceed \$1,950,000

Omnitrans Project Manager:

Name: Wendy Williams
Title: Director of Marketing
Telephone: (909) 379-7151
Fax: (909) 888-0524
Email: wendy.williams@omnitrans.org

Contract Administrator:

Name: Christine Van Matre
Title: Contract Administrator
Telephone: (909) 379-7122
Fax: (909) 379-7322
Email: christine.vanmatre@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING SCHEDULE

This Agreement is made and entered into as of this day of July 1, 2014, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Industrial Strength Advertising & Design (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 effective July 1, 2014 and continue in effect through June 30, 2017, unless terminated as specified in Section 8 and 9 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS' default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from July 1, 2017 Through June 30, 2019, which period encompasses up to two single option years.

3. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a TIME & MATERIALS basis at the fully-burdened rates stated in Attachment C, Pricing Schedule, and subject to the maximum cumulative payment obligation.

Base Year One.....Not to Exceed \$650,000

Base Year Two.....Not to Exceed \$650,000

Base Year Three.....Not to Exceed \$650,000

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Million, Nine Hundred and Fifty Thousand Dollars (\$1,950,000), 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.

4. INVOICING AND PAYMENT

- A. CONTRACTOR shall submit invoices to include 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

Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery/services
- 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.

5. CONTRACT OPTION YEARS AND ADDITIONAL SERVICES

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

6. AUDIT AND INSPECTION OF RECORDS

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

7. NOTIFICATION

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

To OMNITRANS:

To CONTRACTOR:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Christine Van Matre, Contract
Administrator

Industrial Strength Advertising & Design
23564 Calabasas Road, Suite 105
Calabasas, CA 91302
Attn: Alex Couchman, Owner/Principal

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: Wendy Williams, Director of Marketing.

- 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>
Alex Couchman	Project Manager, Copywriter, Media
Rick Allen	Art Director and Designer
Josh Burns	Web Developer

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
Incept, 4160 Powderkeg Cr., Reno NV 89509	Art direction and graphic design
Josh Burns, Application Developer 5200 S Los Altos Pkwy #85 Sparks NV 89436	Web development and web consulting

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. **Professional Liability:** \$1,000,000; per occurrence and aggregate.

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. RIGHTS AND REMEDIES OF OMNITRANS FOR DEFAULT

- A. In the event any equipment, solvent, or service furnished by the Contractor in the performance of this contract should fail to conform to the specifications therefore, Omnitrans may reject the same, and it will thereupon become the duty of the Contractor to reclaim and remove the same forthwith, without expense to Omnitrans, and immediately to replace all such rejected equipment, solvent, or service with others conforming to such specifications; provided that should the Contractor fail, neglect, or refuse to do so, Omnitrans will thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such equipment, solvent, or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price named in this contract and the actual cost thereof to Omnitrans.
- B. In the event the Contractor fails to make prompt delivery as specified of any equipment, solvent, or service, the same conditions as to the rights of Omnitrans to purchase in the open market and to reimbursement set forth above will apply, except as otherwise provided under Force Majeure.
- C. In the event of the cancellation of this contract either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by Omnitrans in procuring any equipment, solvent or service which the Contractor therein agreed to supply will be borne and paid for by the Contractor.
- D. The rights and remedies of Omnitrans provided above will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

37. 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.

38. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including Attachment A, Scope of Work and Attachment B, Regulatory Requirements, (2) provisions of RFP-MKT14-120 and its addenda, and (3) CONTRACTOR's proposal dated March 7, 2014 and Best & Final Offer dated April 10, 2014.

39. 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

INDUSTRIAL STRENGTH
ADVERTISING & DESIGN

P. Scott Graham
CEO/General Manager

Alex Couchman
Owner / Principal

DATE

DATE

Federal Tax I.D. No. 559-34-1410

DP____

CM____

ATTACHMENT A – SCOPE OF WORK
MKT14-120
ADVERTISING AND DESIGN SERVICES

1. INTRODUCTION, BACKGROUND, AND BUDGET

A. Introduction

- 1) Contractor shall provide Advertising and Design Services to assist the Omnitrans Marketing Department in meeting its marketing goals.
- 2) Contractor shall provide all of the requirements of this Contract. The requirements include, without limitation, providing professional creative and graphic design services; website design and maintenance; media analysis, production, and buying services; and advertising services. The required services include, without limitation, providing everything necessary to:
 - a) Develop and implement advertising campaigns as required by Omnitrans to meet its marketing goals and objectives;
 - b) Prepare, coordinate, design, and produce the graphics required for use in Omnitrans' advertising;
 - c) Produce printed collateral, radio/television commercials, and other promotional materials;
 - d) Identify and match specific media and messages suitable for target markets;
 - e) Track, quantify, and evaluate the results and the effectiveness of promotional efforts;
 - f) Seek out, analyze, negotiate with, retain the services of, coordinate with, buy time from, and pay for media specialist firms as required by Omnitrans to advertise;
 - g) Serve as webmaster for www.omnitrans.org, providing web hosting service, ongoing site maintenance and updates as well as future enhancements;
 - h) Perform all other tasks necessary to provide comprehensive advertising and design services, in the time required for up to a five-year period.
- 3) Omnitrans retains rights to its Exterior Bus Advertising Program, Passenger Amenities Program, print buying, public relations, market research, and community outreach activities.

B. Budget

- 1) While these amounts are budgeted, the figures supplied herein are not to be construed as a commitment on behalf of Omnitrans to spend these amounts with the awarded firm.
- 2) The Fiscal Year (FY) 2014-2015 Budget allocation projection for:
 - a) **Advertising Agency fees:** \$650,000.00 annually, includes gross media charges including commission rates, graphic design, creative direction, account management, website design and

ADVERTISING AND DESIGN SERVICES

maintenance, and direct costs related to print radio and TV production, photography, etc

- b) **Local Media:** Occasionally, Omnitrans may elect to contract directly with local newspapers and other print media for advertising. This expense is not included in budget above.
 - c) **Print Production:** Omnitrans may elect to contract directly with printing vendors for printing of advertising materials.
- 3) Subsequent year allocations will be determined during Omnitrans' annual budgeting process.

2. PROJECT OBJECTIVES

- A. Contractor to assist Omnitrans in development of a coordinated marketing effort through advertising and collateral materials
- B. Increase ridership among current riders, attract new riders, and increase overall market share for Omnitrans compared to other transportation modes
- C. Increase sales of prepaid fare media (multi-ride bus passes);
- D. Enhance community awareness of Omnitrans
- E. Enhance the image of Omnitrans
- F. Provide accurate, timely, understandable, and accessible information about Omnitrans' services

3. SCOPE OF WORK

A. Contractor shall assist Omnitrans in:

- 1) Creating and overseeing production of electronic advertising, including radio, cable television, movie theater and online advertising.
- 2) Creating and overseeing production of printed advertising, including selected informational and promotional collateral materials such as brochures, flyers, posters, and outdoor and other print ads for marketing campaigns.
- 3) Maintaining and enhancing Omnitrans' public website: www.omnitrans.org
- 4) Effectively reaching population segments with Limited English Proficiency, including but not limited to Spanish speakers.
- 5) Analyzing and selecting appropriate media to reach target markets.
- 6) Utilizing Omnitrans' resources efficiently and effectively to achieve marketing goals.
- 7) Tracking, quantifying, and evaluating results and effectiveness of promotional efforts.

B. Contractor shall:

- 1) Provide, at its sole expense, all services that are necessary to fulfill the requirements of this scope of work, including tangent requirements that may not be included herein, but are necessary to fulfill the requirements.
- 2) Provide services to include without limitation:
 - a) Placing advertisements on Omnitrans behalf
 - b) Developing advertising materials
 - c) Producing radio and television spots
- 3) Identify and match specific media and messages that are suitable for targeted populations respective to appropriate ethnicity, age, education, language, income level, and other factors.
- 4) Provide estimate costs for approval before media is purchased or promotional materials are fully developed.

4. REVIEW, ACCEPTANCE OR NON-ACCEPTANCE, & REVISION OF WORK

A. Pre-Production Review

- 1) The Omnitrans' Director of Marketing or designee (Project Manager) will review all work before its production to determine whether that work meets Omnitrans' requirements.
- 2) Project Manager may reject the work or parts of it, according to the Non-Acceptance of Work paragraphs, in which case production of the rejected work may not proceed.
- 3) Project Manager may accept the work or parts of the work according to the Acceptance of Work paragraphs, in which case production of the accepted work may proceed.

B. Acceptance of the Work

- 1) Project Manager will accept work that has been deemed satisfactory according to Omnitrans' requirements and will notify Contractor in writing.
- 2) Contractor shall bill Omnitrans for Accepted Work at the accepted proposal rates.

C. Non-Acceptance of Work

- 1) Project Manager will not accept work that has been deemed unsatisfactory, according to Omnitrans' requirements and will notify Contractor in either verbal or written form.
- 2) Project Manager will review the revised work according to Omnitrans' requirements and the Review, Acceptance or Non-Acceptance, & Revision of Work subsections.

ADVERTISING AND DESIGN SERVICES

- 3) Contractor must make revisions to all unsatisfactory work at Contractor's sole expense until that work is accepted by Project Manager. Unsatisfactory work includes obvious errors or omissions, failure to carry out prescribed requirements, and non-professional work, which may include artistic work that does not, according to the Project Manager, adequately convey Omnitrans' requirements.
- 4) Contractor must complete all revisions on work in the time required by the original request, unless otherwise approved by Project Manager, which approval will not unreasonably withhold.

DEMOGRAPHICS 2011			
A market research survey was conducted in 2011. The following primary demographics of passengers using the local bus service of Omnitrans are from that survey.			
Age*		Autos in Household	
16-19	9%	Zero	38%
20-29	20%	One	23%
30-39	18%	Two	15%
40-49	18%	Three or more	24%
50-59	16%	Employment Status	
60+	18%	Working	52%
Household Income		Student	16%
Under \$20,000	61%	Un/Not Employed	18%
\$20,000-\$35,000	19%	Retired/Disabled	20%
\$35,000-\$49,999	11%		
Over \$50,000	9%	Bus Trip Purpose	
Ethnicity		Work	32%
Hispanic	46%	Friends/Family	15%
Black	25%	School	13%
White	21%	Shopping	13%
Native Am.	2%	Medical	10%
Asian	3%	Rec./Social	5%
Gender		Length of Time Using Omnitrans	
Male	48%	1 year or less	28%
Female	52%	1-2 years	19%
<i>*Note: persons under 16 were not surveyed</i>		More than 2 years	53%

End Scope of Work

Advertising and Design Services

MKT14-120

Attachment C-Pricing Schedule

	Base Yr 1	Base Yr 2	Base Yr 3	Opt Yr 1	Opt Yr 2
	07/1/2014- 6/30/2015	07/1/2015- 6/30/2016	07/1/2016- 6/30/2017	07/1/2017- 6/30/2018	07/1/2018- 6/30/2019
	Hourly Rates	Hourly Rates	Hourly Rates	Hourly Rates	Hourly Rates
Alex Couchman (50% of time)	\$85-\$95	\$85-\$95	\$85-\$95	\$85-\$95	\$85-\$95
Rick Allen (40% of time)	\$90-\$95	\$90-\$95	\$90-\$95	\$90-\$95	\$90-\$95
Josh Burns (10% of time)	\$110	\$110	\$110	\$110	\$110
	Low Mid High	Low Mid High	Low Mid High	Low Mid High	Low Mid High
Production Rate Range					
	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Radio Ad: 60 Second	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
TV Ad: 30 Second	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Comission Rate %	Rate	Rate	Rate	Rate	Rate
Media Commission Rate %	12.50%	12.50%	12.50%	12.50%	12.50%
Other Commission Rate %	12.50%	12.50%	12.50%	12.50%	12.50%

Above pricing includes everything necessary to perform the requirements of the contract. Attach additional sheets as required to disclose pricing information in full. Omnitrans reserves the unilateral right to exercise the Option Years of the contract. The undersigned agrees to provide the requirements of this Procurement.

ITEM # F9

DATE: May 7, 2014

TO: Board Chair Alan Wapner 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 MKT14-164
FARE MEDIA PRINTING**

FORM MOTION

Authorize the CEO/General Manager to award Contract MNT14-164 to Magnadata USA, Inc., of Toms River, NJ, for the provision of Fare Media Printing for a base period beginning June 1, 2014 and ending no later than May 31, 2016, in the amount of \$113,829, and the authority to exercise three separate one-year periods to extend the contract ending no later than May 31, 2019, in the not to exceed amount of \$282,683, plus a ten percent contingency of \$28,268, for a total not-to-exceed amount of \$310,951.

BACKGROUND

The current contract for Fare Media Printing services expires May 31, 2014. Omnitrans utilizes the services of qualified firms to provide the printing of bus passes and trim cards. Staff recommends seeking the services of a single firm to print the different types of bus passes and trim cards, with the initial order for July 29, 2014, and thereafter, on an as-needed basis.

On February 5, 2014, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB-MKT14-164 for the provision of Fare Media Printing for the various passes and trim cards.

Staff released the IFB, notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. The Independent Cost Estimate was \$292,416.66.

Four bids were received electronically by the deadline date of March 20, 2014. All bids were deemed responsive.

Listed below are the bid prices based on estimated order quantities for comparison purposes:

Company	Bid
Magnadata USA, Inc	\$223,310
Electronic Data Magnetis	\$283,705
Magnetic Ticket & Label Corp	\$316,872
All Source	\$1,148,250

Award is being made to the lowest responsive and responsible bidder.

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

FUNDING SOURCE

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

Department 1400
Expenditure Code 509230

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

CONCLUSION

Award of this contract will streamline the ordering process utilizing staff time efficiently.

PSG:JMS:AA



CONTRACT AGREEMENT

between

CONTRACTOR

Magnadata USA, Inc.
26 Main Street, Suite S
Toms River, NJ 08753

(hereinafter "CONTRACTOR")

Telephone: 732-505-0401

Fax: 732-505-0467

Email: joebmagusa@comcast.net

And

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

CONTRACT DOCUMENTS

CONTRACT NO. MNT14-164

FARE MEDIA PRINTING

Contract Amount:
Not to Exceed \$113,829.00

Omnitrans Project Manager:

Name: Diane Bojorquez

Title: Sales Supervisor

Telephone: (909) 379-7148

Fax: (909) 888-0524

Email: diane.bojorquez@omnitrans.org

Contract Administrator:

Name: Alesia Atkinson

Title: Contract Administrator

Telephone: (909) 379-7314

Fax: (909) 379-7107

Email: alesia.atkinson@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING

This Agreement is made and entered into as of this 1st day of June, 2014 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and Magnadata USA, 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; on an as needed basis, no guarantee of usage.

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 May 31, 2016, unless terminated as specified in Section 8 and 9 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 June 1,

2016 Through May 31, 2019 , which period encompasses the Initial Term.

3. COMPENSATION

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

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Thirteen Thousand Eight Hundred Twenty Nine Dollars and 00/100 Dollars (\$ 113,829.00), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

4. 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

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.

5. 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.

6. 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: Alesia Atkinson,
Contract Administrator

To CONTRACTOR:

Magnadata USA, Inc.
26 Main Street
Toms River, NJ 08753
Attn: Joe Bonanno, Vice President

7. 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: Diane Bo

- 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>
Joe Bonanno	Vice President
_____	_____
_____	_____
_____	_____

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

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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	

13. 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.

14. 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.*

Additional Insured:

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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).

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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) Attachment B, Regulatory Requirements, (4) Attachment C, Pricing, (5) provisions of IFB-MKT14-164 and (6) CONTRACTOR's proposal dated March 19, 2014 .

37. 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

MAGNADATA USA, INC.

P. SCOTT GRAHAM
CEO/General Manager

JOE BONANNO
Vice President

DATE

Federal Tax I.D. No. 58-2065848

DP _____

CM _____

ATTACHMENT A- SCOPE OF WORK

1. GENERAL

Omnitrans requires Contractor to print different types of bus passes and generic trim cards with an initial delivery due July 29, 2014 and thereafter on an as-needed basis, no guarantee of usage.

2. TYPES OF BUS PASSES

A. To support Use with Ticket Vending Machine, GFI farebox TRIM unit & Odyssey farebox:

- 1) 31-Day Magnetic Strip Bus Pass (3 types)
- 2) 7-Day Magnetic Strip Bus Pass (3 types)
- 3) 1-Day Magnetic Strip Bus Pass Packaged in 10s (2 types)
- 4) Generic Magnetic Strip Bus Pass issued by TRIM unit and Ticket Vending Machine.

3. SPECIFICATIONS AND QUANTITIES*

A. 31-Day Magnetic Strip Bus Pass

QUANTITY*: 150,000 Total

Full Fare	50,000
Student Fare	50,000
Senior/Disability D Fare	50,000

SIZE: 3.375" x 2.125" with corner cut
INK: 4 color process/1 black (full bleed)
STOCK: polythermal 10 mil. Backing on coated stock
MAGNETIC: Hi coercivity; Width: 3/8" can go up to 1/2"
ENCODING: To be pre-encoded by vendor, to GFI spec
EXPIRATION DATE: June 30, 2016
ART: Custom Art provided On CD/Thermal side set by printer
NUMBERING: Sequentially numbered and encoded 5 digits
Start # to be determined PRINT EXP DATE NEXT TO
SERIAL NUMBER
PROOF: Color, pdf accepted
DELIVERY: Single lot to Omnitrans in labeled boxes not to exceed 40#
ea.

** The quantities represent order due July 29, 2014*

B. 7-Day Magnetic Strip Bus Pass

QUANTITY*: 75,000 Total

Full Fare	25,000
S/D Fare	25,000
Student Fare	25,000

SIZE: 3.375" x 2.125" with corner cut
INK: 4 color process/1 black (full bleed)
STOCK: polythermal 10 mil. Backing on coated stock
MAGNETIC: Hi coercivity; Width: 3/8" can go up to 1/2"
ENCODING: To be pre-encoded by vendor, to GFI spec
EXPIRATION DATE: June 30, 2016
ART: Custom Art provided On CD/Thermal side set by printer
NUMBERING: Sequentially numbered on magnetic stripe side and encoded 5 digits
Start # to be determined PRINT EXP DATE NEXT TO SERIAL NUMBER
PROOF: Color, pdf accepted
DELIVERY: Single lot to Omnitrans in labeled boxes not to exceed 40# ea.

** The quantities represent order due July 29, 2014*

C. 1-Day Magnetic Strip Bus Pass Packaged in 10s

QUANTITY*: 150,000 Total

Full Fare	100,000
S/D Fare	50,000

SIZE: 3.375" x 2.125" with corner cut
INK: 4 color process/1 black (full bleed)
Labels 1/0 (black)
STOCK: polythermal 10 mil. Backing on coated stock
MAGNETIC: Hi coercivity; Width: 3/8" can go up to 1/2"
ENCODING: To be pre-encoded by vendor, to GFI spec
EXPIRATION DATE: June 30, 2016
ART: Custom Art provided On CD/Thermal side set by printer
Label text set by printer
NUMBERING: Sequentially numbered on magnetic stripe side and encoded 6 digits
Start # to be determined. PRINT EXP DATE NEXT TO SERIAL NUMBER
PACKAGING: In quantities of 10, see-through packaging to view beginning/ending serial numbers. Labels affixed.
PROOF: Color, pdf accepted

DELIVERY: Single lot to Omnitrans in labeled boxes not to exceed 40#
ea.

** The quantities represent order due July 29, 2014*

D. Generic Magnetic Strip Bus Pass Issued by TRIM unit and Ticket Vending Machine

QUANTITY*: 250,000 Total
Follow Up Orders 1,000,000

SIZE: 3.375" x 2.125" with corner cut

INK: 1/0 Reflex blue

STOCK: Thermal 10 mil paper

ENCODING: None: to be encoded at farebox.

ART: Logo Art provided On CD

Text to be set by printer

PROOF: Color, pdf accepted

DELIVERY: Single lot to Omnitrans in labeled boxes not to exceed 40#
ea.

**The quantities represent order due July 29, 2014*

ATTACHMENT C - PRICING

Item Num	Section	Description	Unit of Measure	Quantity	Magnadata USA Inc
1	BASE YEARS 1 & 2 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units (prices should include printing, set up and delivery charges)	Full Fare	EA	25000	\$1,750.00
2	BASE YEARS 1 & 2 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units (prices should include printing, set up and delivery charges)	Senior / Disability Fare	EA	25000	\$1,750.00
3	BASE YEARS 1 & 2 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units (prices should include printing, set up and delivery charges)	Student Fare	EA	25000	\$1,750.00
4	BASE YEARS 1 & 2 - 7 Day Magnetic Strip Bus Pass - Reorder Quantities	Magnetic Strip Pass FF/SD/SF	EA	5000	\$910.00
5	BASE YEARS 1 & 2 - 7 Day Magnetic Strip Bus Pass - Reorder Quantities	Magnetic Strip Pass FF/SD/OR SF	EA	10000	\$1,420.00
6	BASE YEARS 1 & 2 - 7 Day Magnetic Strip Bus Pass - Reorder Quantities	Magnetic Strip Pass FF/SD/OR SF	EA	25000	\$1,750.00
7	BASE YEARS 1 & 2 - 7 Day Magnetic Strip Bus Pass - Reorder Quantities	Magnetic Strip Pass FF/SD/OR SF	EA	50000	\$3,500.00
8	REORDER OPTION YEARS 1 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	5000	\$910.00
9	REORDER OPTION YEARS 1 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	10000	\$1,420.00
10	REORDER OPTION YEARS 1 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	25000	\$1,750.00
11	REORDER OPTION YEARS 1 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	50000	\$3,500.00
12	REORDER OPTION YEARS 2 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	5000	\$910.00
13	REORDER OPTION YEARS 2 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	10000	\$1,420.00
14	REORDER OPTION YEARS 2 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	25000	\$1,750.00
15	REORDER OPTION YEARS 2 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	50000	\$3,500.00
16	REORDER OPTION YEARS 3 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	5000	\$910.00
17	REORDER OPTION YEARS 3 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	10000	\$1,420.00
18	REORDER OPTION YEARS 3 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	25000	\$1,750.00
19	REORDER OPTION YEARS 3 - 7 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	50000	\$3,500.00
20	BASE YEARS 1 & 2 - 31 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units (prices should include printing, set up and delivery charges)	FULL FARE	EA	50000	\$3,500.00
21	BASE YEARS 1 & 2 - 31 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units (prices should include printing, set up and delivery charges)	SENIOR DISABILITY FARE	EA	50000	\$3,500.00
22	BASE YEARS 1 & 2 - 31 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units (prices should include printing, set up and delivery charges)	STUDENT FARE	EA	50000	\$3,500.00

23	REORDER OPTION YEARS 1 - 31 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	5000	\$910.00
24	REORDER OPTION YEARS 1 - 31 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	10000	\$1,420.00
25	REORDER OPTION YEARS 1 - 31 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	25000	\$1,750.00
26	REORDER OPTION YEARS 1 - 31 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	50000	\$3,500.00
27	REORDER OPTION YEAR 1- 1 Day Magnetic Strip Bus Pass for use with GFI farebox TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	5000	\$925.00
28	REORDER OPTION YEAR 1- 1 Day Magnetic Strip Bus Pass for use with GFI farebox TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	10000	\$1,450.00
29	REORDER OPTION YEAR 1- 1 Day Magnetic Strip Bus Pass for use with GFI farebox TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	25000	\$1,825.00
30	REORDER OPTION YEAR 1- 1 Day Magnetic Strip Bus Pass for use with GFI farebox TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	50000	\$3,650.00
31	REORDER OPTION YEARS 3 - 31 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	5000	\$910.00
32	REORDER OPTION YEARS 3 - 31 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	10000	\$1,420.00
33	REORDER OPTION YEARS 3 - 31 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	25000	\$1,750.00
34	REORDER OPTION YEARS 3 - 31 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF/SD/OR SF	EA	50000	\$3,500.00
35	BASE YEARS 1 & 2 - 1 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units (prices should include printing, set up and delivery charges)	FULL FARE	EA	100000	\$6,900.00
36	BASE YEARS 1 & 2 - 1 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units (prices should include printing, set up and delivery charges)	SENIOR DISABILITY ARE	EA	50000	\$3,650.00
37	REORDER OPTION YEAR 1- 1 Day Magnetic Strip Bus Pass for use with GFI farebox TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF OR SD	EA	10000	\$1,450.00
38	REORDER OPTION YEAR 1- 1 Day Magnetic Strip Bus Pass for use with GFI farebox TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF OR SD	EA	50000	\$3,650.00
39	REORDER OPTION YEAR 1- 1 Day Magnetic Strip Bus Pass for use with GFI farebox TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF OR SD	EA	100000	\$6,900.00
40	REORDER OPTION YEARS 2 - 1 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF OR SD	EA	10000	\$1,450.00
41	REORDER OPTION YEARS 2 - 1 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF OR SD	EA	50000	\$3,650.00
42	REORDER OPTION YEARS 2 - 1 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF OR SD	EA	100000	\$6,900.00
43	REORDER OPTION YEAR 3 - 1 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF OR SD	EA	10000	\$1,450.00
44	REORDER OPTION YEAR 3 - 1 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF OR SD	EA	50000	\$3,650.00
45	REORDER OPTION YEAR 3 - 1 Day Magnetic Strip Bus Pass for use with GFI fare box TRIM unit and ODYSSEY FAREBOX Units	Magnetic Strip Pass FF OR SD	EA	100000	\$6,900.00

46	BASE YEARS 1 & 2 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE (prices should include printing, set up and delivery charges)	Magnetic Strip Bus Pass	EA	250000	\$4,250.00
47	REORDER BASE YEARS 1 & 2 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE	Magnetic Strip Buss Pass	EA	250000	\$4,000.00
48	REORDER BASE YEARS 1 & 2 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE	Magnetic Strip Buss Pass	EA	500000	\$6,500.00
49	REORDER BASE YEARS 1 & 2 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE	Magnetic Strip Buss Pass	EA	1000000	\$10,000.00
50	REORDER OPTION YEARS 1 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE	Magnetic Strip Buss Pass	EA	250000	\$4,000.00
51	REORDER OPTION YEARS 1 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE	Magnetic Strip Buss Pass	EA	500000	\$6,500.00
52	REORDER OPTION YEARS 1 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE	Magnetic Strip Buss Pass	EA	1000000	\$12,000.00
53	REORDER OPTION YEARS 2 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE	Magnetic Strip Buss Pass	EA	250000	\$4,000.00
54	REORDER OPTION YEARS 2 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE	Magnetic Strip Buss Pass	EA	500000	\$6,500.00
55	REORDER OPTION YEARS 2 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE	Magnetic Strip Buss Pass	EA	1000000	\$12,000.00
56	REORDER OPTION YEARS 3 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE	Magnetic Strip Buss Pass	EA	250000	\$4,000.00
57	REORDER OPTION YEARS 3 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE	Magnetic Strip Buss Pass	EA	500000	\$6,500.00
58	REORDER OPTION YEARS 3 - GENERIC Magnetic Strip Bus Pass Issued by TRIM unit and TICKET VENDING MACHINE	Magnetic Strip Buss Pass	EA	1000000	\$12,000.00
59	REORDER BASE YEARS 1 & 2 - 31 DAY MAGNETIC STRIP BUS PASS - REORDER QUANTITIES	Magnetic Strip Pass FF/SD/SF	EA	5000	\$910.00
60	REORDER BASE YEARS 1 & 2 - 31 DAY MAGNETIC STRIP BUS PASS - REORDER QUANTITIES	Magnetic Strip Pass FF/SD/SF	EA	10000	\$1,420.00
61	REORDER BASE YEARS 1 & 2 - 31 DAY MAGNETIC STRIP BUS PASS - REORDER QUANTITIES	Magnetic Strip Pass FF/SD/SF	EA	25000	\$1,750.00
62	REORDER BASE YEARS 1 & 2 - 31 DAY MAGNETIC STRIP BUS PASS - REORDER QUANTITIES	Magnetic Strip Pass FF/SD/SF	EA	50000	\$3,500.00
63	REORDER BASE YEARS 1 & 2 - 1 DAY MAGNETIC STRIP BUS PASS - REORDER QUANTITIES	Magnetic Strip Pass FF/SD/SF	EA	5000	\$925.00
64	REORDER BASE YEARS 1 & 2 - 1 DAY MAGNETIC STRIP BUS PASS - REORDER QUANTITIES	Magnetic Strip Pass FF/SD/SF	EA	10000	\$1,450.00
65	REORDER BASE YEARS 1 & 2 - 1 DAY MAGNETIC STRIP BUS PASS - REORDER QUANTITIES	Magnetic Strip Pass FF/SD/SF	EA	25000	\$1,825.00
66	REORDER BASE YEARS 1 & 2 - 1 DAY MAGNETIC STRIP BUS PASS - REORDER QUANTITIES	Magnetic Strip Pass FF/SD/SF	EA	50000	\$3,650.00

ITEM # F10

DATE: May 7, 2014

TO: Board Chair Alan Wapner 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-HR14-156
EMPLOYEE RECOGNITION AWARDS**

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals RFP-HR14-156, for the provision of Employee Recognition Awards for a three (3) year period beginning August 1, 2014, and ending no later than July 31, 2017.

BACKGROUND

Omnitrans recognizes employees for years of service milestones. Years of service certificates are given at 1, 5, 10, 15, 20, 25, 30, 35 and 40 years, along with a brochure for employees to select a commemorative item as a token of thanks for the recipient's years of service and dedication to the success of the agency.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$107,800 for three years.

FUNDING SOURCE

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

Department	1600
Expenditure Code	509260

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will continue to recognize valued staff for their work and longevity with the agency.

PSG:JMS:JC

ITEM # F11

DATE: May 7, 2014

TO: Board Chair Alan Wapner & 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-MNT14-232
FACILITIES MAINTENANCE BUCKET TRUCK**

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT14-232, for the provision of a Facilities Maintenance Bucket Truck.

BACKGROUND

In order to ensure the safety and maintenance of Omnitrans' facilities, staff requires a bucket truck. The bucket truck shall be equipped with a thirty eight to forty seven foot working height articulated and insulated aerial lift with service bed per the technical specifications included in the solicitation.

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 procurement is \$140,000.

FUNDING SOURCE

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-90-Z112	2014	sbX Service Vehicle	D1421102F	\$112,000
Prop 1B	TBD	2014	sbX Service Vehicle	D1421102B	\$ 28,000

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will procure the bucket truck and receive the best pricing available through competition.

PSG:JMS:JC