



BOARD OF DIRECTORS MEETING
WEDNESDAY, DECEMBER 6, 2017 – 8:00 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411

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

A. CALL TO ORDER

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

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, January 10, 2018 – 8:00 a.m.
Omnitrans Metro Facility Board Room
2. Election of New Vice-Chair

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 #E6, Action on Consent Calendar.

- | | |
|--|----|
| 1. Approve Board Minutes – November 1, 2017 | 6 |
| 2. Receive and File Administrative & Finance Committee Minutes – August 10, 2017 | 12 |
| 3. Authorize Release, IFB-MNT18-35, Bus Batteries – <i>Eugenia Pinheiro</i> | 16 |
| 4. Authorize Award, Bench Contracts, MNT18-34, (A-B), Vehicle Tires (Non-Revenue) and Related Services – <i>Eugenia Pinheiro</i> | 18 |
| 5. Authorize San Bernardino Transit Center Operations and Maintenance Agreement – <i>Anna Jaiswal</i> | 20 |



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E. CONSENT CALENDAR CONTINUED

- 6. 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.

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|---|-----|
| 1. CEO/General Manager's Report – <i>P. Scott Graham</i> | 66 |
| 2. Receive and File Omnitrans CTSA Year 1 Presentation – <i>Doug Stanley</i> | 67 |
| 3. Adopt Calendar Year 2018 Board Meeting Schedule – <i>Julienne Overland-Villegas</i> | 82 |
| 4. Authorize Sole Source Amendment 1 – Contract ITS18-56, TransitMaster Software and Equipment Maintenance Agreement - <i>Eugenia Pinheiro</i> | 87 |
| 5. Authorize Award, Contract MNT18-16, Bus Seat Inserts – <i>Eugenia Pinheiro</i> | 101 |
| 6. Authorize Award, Contract MKP18-23, Construction of Active Transportation Program (ATP) Safe Routes to Transit Project – <i>Eugenia Pinheiro</i> | 103 |

G. PUBLIC HEARING

There is no Public Hearing Scheduled

H. BOARD BUSINESS

Closed Session

There is no Closed Session Scheduled

I. REMARKS AND ANNOUNCEMENTS

J. ADJOURNMENT

ITEM # D1

DATE: December 6, 2017

TO: Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim 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 December 6, 2017.

Item	Contract	Principals & Agents	Subcontractors
E4	Authorize Award Contracts MNT18-34 (A-B) Vehicle Tires (Non-Revenue) and Related Services	<i>ATV, Inc. dba American Tire Depot La Mirada, CA Paul M. MacKenzie Senior Administrator – Government Sales & Contracts Daniels Tire Service Santa Fe Springs, CA Rob Wood Vice President Sales</i>	<i>N/A N/A</i>
F4	Authorize Sole Source Amendment 1 Contract ITS18-56 TransitMaster Software and Equipment and Maintenance Agreement	<i>Trapeze Software Group, Inc. Cedar Rapids, IA Eric Herrmann, Chief Financial Officer</i>	<i>N/A</i>
F5	Authorize Award Contract MNT18-16 Bus Seat Inserts	<i>Louis Sardo Upholstery, Inc. dba Sardo Bus & Coach Upholstery Gardena, CA Jasmine Narez Transit Account Manager</i>	<i>N/A</i>

F6	Authorize Award Contract MKP18-23 Construction of Active Transportation Program (ATP) Safe Routes to Transit Project	<i>S&H Civilworks Colton, CA Jesse Sotto, President</i>	<i>CAT Tracking, Inc. Riverside, CA Jesus Santoyo Trucking Bloomington, CA</i>
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PSG:EFP



CONFLICT OF INTEREST FORM

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

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

BOARD MEMBER INFORMATION

BOARD MEMBER NAME	CITY/COUNTY NAME	MEETING DATE

CAMPAIGN CONTRIBUTIONS

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

FINANCIAL INTEREST

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

Identify company or property location
2. I have a financial interest of _____
State income, real property interest or business position

SIGNATURE

Board Member Signature

Date

ITEM # _____ E1 _____

**BOARD OF DIRECTORS' MEETING
MINUTES OF NOVEMBER 1, 2017**

A. CALL TO ORDER

Chairman Ron Dailey called the regular meeting of the Omnitrans Board of Directors to order at 8:01 a.m., Wednesday, November 1, 2017, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

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

BOARD MEMBERS PRESENT

Council Member Ron Dailey, City of Loma Linda – Chairman
Mayor Carey Davis, City of San Bernardino
Mayor Richard DeLaRosa, City of Colton
Council Member John Dutrey, City of Montclair
Mayor Paul Foster, City of Redlands - Alternate
Supervisor Josie Gonzales, County of San Bernardino
Mayor Penny Lilburn, City of Highland
Council Member Cynthia Moran, City of Chino Hills - Alternate
Council Member John Roberts, City of Fontana
Mayor Deborah Robertson, City of Rialto
Council Member Sylvia Robles, City of Grand Terrace
Supervisor Janice Rutherford, County of San Bernardino
Council Member Sam Spagnolo, City of Rancho Cucamonga
Mayor Debbie Stone, City of Upland
Mayor Eunice Ulloa, City of Chino
Mayor Pro Tem Alan Wapner, City of Ontario

BOARD MEMBERS NOT PRESENT

Council Member David Avila, City of Yucaipa
Supervisor Curt Hagman, County of San Bernardino
Supervisor James Ramos, County of San Bernardino

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

P. Scott Graham, CEO/General Manager
Trischelle Baysden, Director of Rail
Diane Caldera, Director of Operations

Marge Ewing, Director of Human Resources, Safety & Regulatory Compliance
Samuel Gibbs, Director of Internal Audit
Jacob Harms, Director of Information Technology
Eugenia Pinheiro, Interim Director of Procurement
Wendy Williams, Director of Marketing-Planning
Jeremiah Bryant, Service Planning Manager
Omar Bryant, Maintenance Manager
Melissa Castillo, Customer Service Manager
Angelica Jara, Contracts Review Analyst
Maurice Mansion, Treasury Manager
Ray Maldonado, Employee Relations Manager
Kathy McClure, Senior Contract Administrator
Terry Morocco, Safety & Regulatory Compliance Specialist
John Steffon, Transportation Manager
Krystal Turner, Contracts Administrator
Christine Van Matre, Contracts Administrator
Julienne Overland-Villegas, Senior Executive Assistant to CEO/General Manager

LEGAL COUNSEL

Haviva Shane, Legal Counsel

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, December 6, 2017, 8:00 a.m.
Omnitrans Metro Facility Board Room

Chairman Dailey and CEO General Manager, P. Scott Graham along with the respective Department Director, presented the Employee of the Quarter awarded to John Steffon, Transportation Manager, Operations. Chairman Dailey congratulated Mr. Steffon on behalf of the Board for his service to Omnitran and recognized him for his military service in the Vietnam War for which he received a Purple Heart.

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. CONSENT CALENDAR

1. Approve Board Minutes – October 4, 2017
2. Receive and File Executive Committee Minutes – September 1, 2017
3. Receive and File Administrative & Finance Committee Minutes – August 10, 2017
4. Receive and File Agency Management Report – Fiscal Year 2018 – First Quarter
5. Receive and File Affirmative Action Status Report – As of October 16, 2017

6. Receive and File Omnitrans' Fiscal Year Ended June 30, 2017 Financial Audit Statement on Auditing Standards (SAS) 114 Letter
7. Receive and File OmniConnects Short-Range Transit Plan, FY2019-2025 Status Update
8. Approve the Re-Evaluations of two Positions and the Revisions to Personnel Policy 402, Salary Ranges; Management Confidential Classifications for Non-Represented Employees
9. Approve Personnel Policy Manual Proposed Changes
10. Approve FY18 Operating Budget Adjustment
11. Authorize CEO/General Manager to Announce a Call for Projects – 2018 Measure I Specialized Transportation Program
12. Authorize the CEO/General Manager to Sign the Cooperative Service Agreement between Omnitrans and Foothill Transit
13. Authorize the CEO/General Manager to sign the Metrolink Bus Bridge Memorandum of Understanding (MOU) between Omnitrans and Southern California Regional Rail Authority (SCRRA, Metrolink)
14. Authorize the CEO/General Manager to Sign a Memorandum of Understanding (MOU) with the City of Ontario for Transformative Climate Communities (TCC) Grant
15. Authorize the CEO/General Manager to Execute Contract 17-1001638 between Omnitrans and San Bernardino County Transportation Authority (SBCTA) for the West Valley Connector Project
16. Authorize Release – Invitation for Bids – IFB-MNT18-15, Cummins Engine Parts
17. Authorize Release – Invitation for Bids – IFBMNT18-51, Allison Transmission Parts
18. Authorize Assignments – Contracts MNT18-13, 16A, Cummins Engine Parts, MNT17-01E and MNT17-01J, Rebuilt Parts and Services; MNT17-24C, John Deere Bus Parts II; MNT18-06E, Bus Filters; MNT18-13, Electronic Control Modules; and MNT17-57C, Uniform and Textile Services
19. Authorize Award – Contract MNT18-31, Fluid Analysis Services

Supervisor Gonzales arrived at 8:08 a.m.

Chairman Dailey announced that Policy #705 under Item #E9, would be pulled from today's agenda and brought back at a future date.

M/S (Wapner/Lilburn) that approved Consent Calendar with the exception of Policy #705 under Item #E9. Motion was unanimously approved by Members present.

F. DISCUSSION ITEMS

1. CEO/General Manager's Report

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

2. Adopt Proposed Omnitrans Bylaws

Legal Counsel, Haviva Shane provided a brief background on this item as detailed in the staff report.

M/S (Ulloa/DeLaRosa) that adopted the proposed Omnitrans bylaws. Motion was unanimously approved by Members present.

3. Authorize/Rescind Award – Contract MNT18-17, Engine Spark Plug Kits

Member Wapner referred to the staff report and expressed some concern regarding the language used to describe the protest determination and felt that the information could have been more clearly stated. Interim Director of Procurement, Eugenia Pinheiro provided some additional information about the review process and why the determination was made to cancel and reissue the solicitation. Member Wapner asked that perhaps the language could be rephrased to state that although the protest was denied, in light of the circumstances the decision was made to move forward with a re-solicitation. Ms. Pinheiro stated that staff would use different language in the reports going forward.

M/S (Gonzales/Roberts) that:

1. Authorized the CEO/General Manager to rescind award of Contract MNT18-17A to Cummins Pacific, LLC of Irvine, CA and Contract MNT18-17B to B&C Truck Electric of Temecula, CA for the provision of Engine Spark Plug Kits; and
2. Authorized the CEO/General Manager to award Contract MNT18-17C to Cummins Pacific, LLC of Irvine, CA and Contract MNT18-17D to Brenco Operating – Texas L.P. of Colorado Springs, CO for the provision of Engine Spark Plug Kits for a three (3) year base period beginning November 2017, with the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI) extending the contracts to no later than November 2022, in the amount of \$261,183, plus a ten percent contingency of \$26,118, for a total aggregate amount not-to-exceed \$287,301, should all option years be exercised.

Motion was unanimously approved by Members present.

4. Authorize Award – Contract MKP18-02, Advertising Sales and Services – Transit Vehicles, Shelters and Stations

The Board engaged in a discussion on this item and expressed their interest in the use of Digital Advertising for Omnitrans Transit Vehicles, Shelters and Stations. Interim Director of Procurement, Eugenia Pinheiro and Director of Marketing/Planning, Wendy Williams explained that the Agency is currently looking at fixed advertising services, however the contract does include the option of incorporating digital advertising in the future. The Board requested that staff explore this option further as part of a future Marketing Plan.

M/S (DeLaRosa/Roberts) that authorized the CEO/General Manager to award Contract MKP18-02 to Lamar Transit, LLC (Lamar) of Frisco, TX, for the provision of Advertising Sales and Services – Transit Vehicles, Shelters and Stations for a period of

five (5) years beginning January 1, 2018 and ending no later than December 31, 2022, with the authority to exercise five (5) single option years, ending no later than December 31, 2027, should all option years be exercised. Motion was unanimously approved by Members present.

5. Authorize Award – Contract MKP18-08, Premium Bus Shelters

A discussion ensued regarding the upgraded amenities included in the Premium Bus Shelters, the possible need for larger trash receptacles and/or multiple pick-ups, particularly at high volume bus shelters and the issue of excessive trash creating an unsightly appearance at some of the bus shelter locations in the cities.

Member Wapner requested that further analysis be conducted regarding the benefit of keeping the bus shelter maintenance services in-house versus contracting out with either the cities or private companies and bring back to the Board for discussion.

Legal Counsel, Haviva Shane recommended the issue of Trash Policy be agendized and brought back at a future meeting.

Mayor Robertson arrived at 8:45 a.m.

Member DeLaRosa left the meeting at 8:52 a.m. and did not return.

Member Gonzales left the room at 8:52 a.m. returned at 8:53 a.m.

M/S (Foster/Spagnolo) that authorized CEO/General Manager to award Contract MKP18-08 to Tolar Manufacturing Company, Inc. (Tolar) of Corona, CA, for the provision of 10 Premium Bus Shelters for a three (3) year base period beginning November 7, 2017, with the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI) extending the contract to no later than November 6, 2022, in the amount of \$375,073.20, plus a ten percent contingency of \$37,507.32, and a 3.27% CAP in the amount of \$10,793.11, for a total amount not-to-exceed \$423,373.63, should all option years be exercised. Motion was unanimously approved by Members present.

G. PUBLIC HEARING

There was no Public Hearing scheduled.

H. BOARD BUSINESS

There was no Closed Session scheduled.

I. REMARKS AND ANNOUNCEMENTS

Chairman Dailey remarked that after the last Board meeting, a few Members had the opportunity to visit the Dispatch Security Room and view the sbX stations security cameras. He stated that he was impressed with the system.

Chairman Dailey mentioned that yesterday, he and two other Board Members participated in a high rail tour of the future Redlands Passenger Rail Project alignment, which was organized by Omnitrans staff. He stated that the tour provided some perspective as to the scope of the project and he looks forward to the continued development of the project. He concluded his comments by stating that as previously mentioned, a Rail Ad Hoc Committee was formed which would be chaired by Member Wapner, and stated that the Board would receive regular updates from that group.

J. ADJOURNMENT

The Board adjourned at 8:57 a.m. The next regular meeting is scheduled Wednesday, December 6, 2017, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Araceli Barajas, Executive Staff Assistant

ITEM # _____ E2 _____

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES, AUGUST 10, 2017**

A. CALL TO ORDER

Acting Committee Chair Carey Davis called the regular meeting of the Administrative and Finance Committee to order at 8:01 a.m., Thursday, August 10, 2017.

1. Pledge of Allegiance
2. Roll Call

Committee Members Present

Council Member David Avila, City of Yucaipa
Council Member Art Bennett, City of Chino Hills - Alternate
Council Member Ron Dailey, Loma Linda
Mayor Carey Davis, City of San Bernardino
Mayor Paul Eaton, City of Montclair
Supervisor Curt Hagman, County of San Bernardino
Council Member John Roberts, City of Fontana
Mayor Pro Tem Sylvia Robles, City of Grand Terrace
Mayor Pro Tem Alan Wapner, City of Ontario – Via Teleconference

Committee Members Absent

Council Member Patricia Gilbreath, City of Redlands
Council Member Sam Spagnolo, City of Rancho Cucamonga

OTHERS ATTENDING

Haviva Shane, General Counsel

OmniTrans Administrative Staff Present

P. Scott Graham, CEO/General Manager
Trischelle Baysden, Director of Rail
Samuel Gibbs, Director of Internal Audit Services
Marge Ewing, Director of Human Resources/Safety & Security
Jacob Harms, Director of Information Technology
Eugenia Pinheiro, Interim Director of Procurement
Doug Stanley, Interim Director Special Transit Services
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Omar Bryant, Maintenance Manager
Maurice Mansion, Treasury Manager
Kathy McClure, Senior Contract Administrator
John Steffon, Transportation Manager

Krystal Turner, Contracts Administrator
Julienne Overland-Villegas, Senior Executive Assistant to the CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

The next Committee Meeting is scheduled Thursday, September 14, 2017, at 8:00 a.m.

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 identified.

E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – May 11, 2017

M/S (Avila/Robles) that approved the Committee Minutes of May 11, 2017. Member Bennett abstained. Motion was approved by remaining Members present.

2. Receive and File Director of Finance Report – Price of Compressed Natural Gas

Don Walker, Director of Finance, reported that July is the first month of FY18, and noted that the budget was prepared based on the assumption that pipeline fueling would be in effect. Mr. Walker explained that various issues delayed the project schedule and stated that fueling at West Valley is currently in the “testing phase” and is expected to begin this weekend, and fueling at East Valley is scheduled to begin mid-September.

Mr. Walker explained that the cost of fuel for FY18 was estimated at \$1.9 million, with an average cost of \$158,000 per month. Since the fueling did not begin as projected, the cost for the month of July was \$307,000, which is \$153,000 over budget. He stated that the variance will continue until the pipeline fueling begins. Once the fueling begins, a third-party administrator will sell the Low Carbon Fuel Standard (LCFS) credits, which is expected to generate approximately \$72,000 per month and over \$800,000 annually.

This item was received and filed.

3. Recommend the Board of Directors Review New Policy and Procedures: Electronic Communications

Haviva Shane, General Counsel, presented this item. She provided some background by stating that at the last Executive Committee Meeting held on July 7, 2017, she presented a draft Electronic Communications Policy crafted for Omnitrans, which was developed as the result of the recent California Supreme Court decision in the *City of San Jose v.*

Superior Court case. Ms. Shane stated that Committee engaged in a lengthy discussion and requested that the policy be changed to a “procedure” rather than a policy as it relates to public officials. She stated that the changes are included in today’s agenda for the Committee’s review and possible recommendation to the Board of Directors for discussion.

M/S (Eaton/Dailey) that recommended the Electronic Communications Policy and Procedures be forwarded to the Board of Directors for discussion. Motion was unanimous by Members present.

4. Recommend the Board of Directors Authorize the CEO/General Manager to Request a Letter of No Prejudice from the Federal Transit Administration for the Redlands Passenger Rail Project

Supervisor Hagman arrived at 8:23 a.m.

M/S (Dailey/Hagman) that recommended the Board of Directors authorize the CEO/General Manager to request a Letter of No Prejudice (LONP) from the Federal Transit Administration (FTA) regarding the purchase of passenger rail vehicles for the Redlands Passenger Rail Project (RPRP). Motion was unanimous by Members present.

5. Receive and Forward to the Board of Directors Annual Internal Audit Workplan and Schedule FY2018

M/S (Hagman/Dailey) that received and forwarded the Annual Internal Audit Workplan and FY18 Schedule to the Board of Directors for receipt and file.

6. Recommend to the Board of Directors Ratification of Change Order 3 to Contract IFB-IPMO16-98, sbX E Street Corridor Public Address (PA) System

Member Wapner joined the meeting at 8:27 a.m. via teleconference.

M/S (Hagman/Roberts) to Ratify Change Order 3 to Contract IPMO16-98 with Ford Audio-Video Systems, LLC, of Tulsa, OK, for the provision of the purchase and installation of 22 Innovative Electronic Designs (IED) GlobalCom IP100 Controllers, extend the period of performance through September 30, 2017, and increase the contract by \$85,850, plus a ten percent contingency of \$8,585, for a new not-to-exceed amount of \$703,076.92. Motion was unanimous by Members present.

7. Recommend to the Board of Directors Funding Agreement between Community Senior Services and Omnitrans

M/S (Hagman/Robles) that authorized the CEO/General Manager to execute the funding agreement between Omnitrans and Community Senior Services for \$139,898 of FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities federal

funds awarded through San Bernardino County Transportation Authority's (SBCTA) 2017 Call for Projects. Motion was unanimous by Members present.

8. Recommend to the Board of Directors Funding Agreement between OPARC and Omnitrans

M/S (Wapner/Hagman) that authorized the CEO/General Manager to execute the funding agreement between Omnitrans and OPARC for \$307,875 of FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities federal funds awarded through San Bernardino County Transportation Authority's (SBCTA) 2017 Call for Projects. Motion was unanimous by Members present.

9. Recommend to the Board of Directors Funding Agreement between YMCA and Omnitrans

M/S (Hagman/Robles) that authorized the CEO/General Manager to execute the funding agreement between Omnitrans and YMCA for \$73,000 of FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities federal funds awarded through San Bernardino County Transportation Authority's (SBCTA) 2017 Call for Projects. Motion was unanimous by Members present.

F. ADJOURNMENT

The Administrative and Finance Committee meeting adjourned at 8:43 a.m.

The next Administrative and Finance Committee Meeting is scheduled Thursday, September 14, 2017, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Araceli Barajas, Executive Staff Assistant

ITEM # E3

DATE: December 6, 2017

TO: Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

SUBJECT: AUTHORIZE RELEASE - IFB-MNT18-35, BUS BATTERIES

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT18-35 for the provision of Bus Batteries for a three (3) year base period with two (2) single option years.

BACKGROUND

Omnitrans has an ongoing requirement to purchase various types and sizes of bus batteries for use on its revenue fleet.

In accordance with FTA Circular 4220.1F and Omnitrans' Procurement Policy 2000, Section 2.3.5.1.3, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements exceeding \$150,000. The Independent Cost Estimate for this project is \$454,000, if all options are exercised.

FUNDING SOURCES

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 Source and Availability of Funds
(Verified and initialed by Finance)

Short Range Transit Plan Goal – Expand, maintain and improve existing vehicles, facilities and passenger amenities.

CONCLUSION

By proceeding with this solicitation, Omnitrans will have the ability to maintain the operation of its fleet of buses.

PSG:EFP:CVM

ITEM # _____ E4 _____

DATE: December 6, 2017

TO: Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE AWARD – BENCH CONTRACTS MNT18-34 (A-B)
VEHICLE TIRES (NON-REVENUE) AND RELATED SERVICES**

FORM MOTION

Authorize the CEO/General Manager to award Contracts MNT18-34A to ATV, Inc. dba American Tire Depot of La Mirada, CA and MNT18-34B to Daniels Tire Service of Santa Fe Springs, CA, for the provision of Vehicle Tires (Non-Revenue) and Related Services for a three (3) year base period beginning December 2017, and the authority to exercise two (2) single option years tied to the annual Producer Price Index (PPI) extending the contracts to no later than December 2022, in an amount of \$109,000, plus a ten percent contingency of \$10,900 for a total aggregate amount not-to-exceed \$119,900, should all option years be exercised.

BACKGROUND

Omnitrans has an ongoing requirement to purchase various types and sizes of tires, which are used on Omnitrans' fleet of non-revenue vehicles. Related services include: dismounting, mounting, balancing, disposal and repairs. These services, are available on an as need basis.

On October 4, 2017, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB-MNT18-34. Notices were published in two (2) local newspapers of general circulation, two (2) minority papers, and posted on Omnitrans' online bidding system. Six (6) bids were received by the November 1, 2017 deadline and six (6) bids were found to be responsive.

Listed below are the bid prices from lowest to highest:

COMPANY NAME	TOTAL BASE YEAR 1 AMOUNT*
American Tire Depot of La Mirada, CA	\$16,423
Daniels Tire Service, Inc. of Santa Fe Springs, CA	\$19,310
Green's OK Tire of North Hollywood, CA	\$22,002
The Goodyear Tire & Rubber Company of Akron, OH	\$23,365
Brian's Mobile Tire and Fleet, Inc. of Oceanside, CA	\$27,072
Islas Tires, Inc. of Whittier, CA	\$27,777

*Sales tax, delivery included

Pricing will be adjusted up or down annually in accordance with the PPI. Award is being made to the lowest, responsive and responsible bidders for each tire. Pricing is deemed fair and reasonable based on competition.

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

FUNDING SOURCES

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

Department	1200
Expenditure Code	504020

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

Short Range Transit Plan Goal – Expand, maintain and improve existing vehicles, facilities and passenger amenities.

CONCLUSION

By proceeding with this award, Omnitrans will ensure the uninterrupted supply of tires and related services for Omnitrans' non-revenue vehicles.

PSG:EFK:KT

ITEM # E5

DATE: December 6, 2017

TO: Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

**SUBJECT: SAN BERNARDINO TRANSIT CENTER
OPERATIONS AND MAINTENANCE AGREEMENT**

FORM MOTION

Authorize the CEO/General Manager to negotiate and execute Agreement No. 17-1001666 San Bernardino Transit Center (SBTC) Operations and Maintenance Agreement between San Bernardino County Transportation Authority (SBCTA), the City of San Bernardino (City), and Omnitrans.

Omnitrans General Counsel has reviewed and approved Agreement No. 17-1001666.

BACKGROUND

On October 5, 2011, the Omnitrans Board of Directors authorized the CEO/General Manager to execute the San Bernardino Transit Center (SBTC) Planning, Design, Construction, Operating, and Maintenance Agreement with SBCTA, and the City, collectively referred to as the “Parties”. This agreement identified SBTC’s multiple components including the Omnitrans Bus Facility, the Downtown San Bernardino Passenger Rail Project, the Redlands Passenger Rail Project, and a City surface parking lot (Exhibit A, Property Description). The Parties recognized the need to enter into a separate agreement to define the roles and responsibilities for the maintenance and operation of the SBTC.

On July 12, 2017, the Omnitrans Board of Directors approved the Reimbursement Agreement for Operating and Maintenance Services between Omnitrans and SBCTA for the SBTC. Omnitrans began providing security services at the rail station platforms and shared use parking lot in July 2017. The Reimbursement Agreement will be replaced upon final approval and execution of Agreement No. 17-1001666, the Agreement is subject to approval by SBCTA’s Board of Directors, on December 6, 2017, and City Council on December 20, 2017.

Under Agreement No. 17-1001666, Omnitrans is responsible for providing security services and maintenance for the rail platforms, shared use parking lot, and the bus facility. Omnitrans will provide maintenance only for the crew house building at SBTC.

Funding responsibilities for maintenance and security services for the SBTC is proportionally divided by each Parties' relative level of use by area.

Exhibit A, Property Description Locations		SBCTA	City	Omnitrans
Area A	Commuter Rail Station Platforms – Maintenance	0%	100%	0%
Area A	Commuter Rail Station Platforms – Security	0%	100%	0%
Area A	Commuter Rail Station Crewhouse Building – Maintenance	100%	0%	0%
Area A	Commuter Rail Station Crewhouse Building – Security	100%	0%	0%
Area B	Omnitrans Bus Facility – Maintenance	0%	0%	100%
Area B	Omnitrans Bus Facility – Security	0%	0%	100%
Area C	Shared Use Parking Lot – Maintenance	22%	65%	13%
Area C	Shared Use Parking Lot – Security	22%	65%	13%
Area D	Detention Basin – Maintenance	10%	28%	62%

FUNDING

Omnitrans' funding responsibility for maintenance and security services for SBTC will remain unchanged under this Agreement. Omnitrans' funding share for the maintenance of the shared use parking lot and detention basin is estimated to be \$44,881 for the first year. Omnitrans' funding share for security services for the shared use parking lot is estimated to be \$22, 525 for the first year. Omnitrans total estimated funding share for the first year of services is estimated to be \$67,406.

Department: 1200, 1630
Account: 503110, 503210

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

Omnitrans' Management Plan Strategic Initiative 3 – Safety and Security – Develop and enhance an integrated, responsive safety and security system to protect customers, employees and assets.

CONCLUSION

Approval of Agreement No. 17-1001666, SBTC Operations and Maintenance Agreement shall establish the roles and responsibilities and funding share for maintenance and security services for SBTC.

PSG:WW: AMJ

Attachments

AGREEMENT NO. 17-1001666

**SAN BERNARDINO TRANSIT CENTER (SBTC)
OPERATIONS AND MAINTENANCE AGREEMENT**

BY AND AMONG

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W Third Street, 2nd Floor
San Bernardino, CA 92410**

**CITY OF SAN BERNARDINO
300 North “D” Street, 6th Floor
San Bernardino, CA 92418**

AND

**OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411**

**SAN BERNARDINO TRANSIT CENTER (SBTC)
OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AGREEMENT (hereinafter the "Agreement") is hereby made, entered into and effective on the date the last Party signs it, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA"), the CITY OF SAN BERNARDINO ("CITY"), and OMNITRANS ("OMNITRANS"), collectively referred to as the "Parties," with regard to the San Bernardino Transit Center located in the CITY.

WHEREAS, the Parties previously entered into a Cooperative Agreement, SBCTA Contract No. C12117, dated December 5, 2011, with regard to the planning, design, construction, operating and maintenance of the San Bernardino Transit Center ("SBTC"); and

WHEREAS, the SBTC, when fully completed, will consist of an OMNITRANS-owned and operated bus facility as contemplated in Section 2.5 of Contract C12117 (the "Omnitrans Facility"); a separate commuter rail station which will contain a crew house building and platforms that will serve both the Downtown San Bernardino Passenger Rail Project and the Redlands Passenger Rail Project ("Commuter Rail Station") to be owned and operated by SBCTA and/or other agencies; a shared use parking lot to be used for the Commuter Rail Station and Omnitrans Facility; and a detention basin needed for compliance with Municipal Separate Storm Sewer System ("MS4") permit to support the Omnitrans Bus Facility, Commuter Rail Station and shared use parking lot; and

WHEREAS, the Parties desire to enter into this Agreement to further define the roles and responsibilities of the Parties for the maintenance and security of the SBTC; and

WHEREAS, after this Agreement has been in effect for one year, the Parties will meet and evaluate the performance and costs of the maintenance and operations being performed under this Agreement, and will mutually agree upon any revisions needed to the Agreement; and

WHEREAS, this Agreement will be amended when the Arrow Rail service starts operation, to include the responsibilities for maintenance and security of the Arrow Rail platforms at the SBTC.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

**I.
DEFINITIONS**

1.01 Definitions. As used in this Agreement, the following terms, phrases, words and their derivations, shall have the meanings set forth herein. Words used in the present tense include the future tense, words used in the singular shall include the plural, and plural

words shall include the singular. Words not specifically defined shall be given their common and ordinary meaning.

- a. "Operating Property" shall refer to the real property owned by SBCTA that is used for railroad operations, including but not limited to railroad trackage right-of-way, rails, ties and ballast.
- b. "Non-Operating Property" shall refer to such real property and facilities, excluding Operating Property, on which the Commuter Rail Station is situated. Non-Operating Property shall also include the Standard Platform and Crew House Building.
- c. "Standard Platform" shall refer to that certain type of rail passenger platform, the size, dimensions, and materials of which are set forth in more particular detail in Exhibit "B", Standard Platform.
- d. "Transit Center Site" shall refer to the real property purchased from the Santa Fe Railroad and/or other persons upon which the subject San Bernardino Transit Center Site was built as more particularly described in Exhibit "A", Property.
- e. "Commuter Rail Station" shall refer to the commuter rail passenger terminal and all Operating Property and Non-Operating Property associated therewith. The Commuter Rail Station is shown as Area "A" on Exhibit "A", Property.
- f. "SCRRA" shall refer to the Southern California Regional Rail Authority.
- g. "Crew House Building" shall refer to the Crew House Building located at the Commuter Rail Station.
- h. "Omnitrans Bus Facility" shall refer to the OMNITRANS owned and operated building and adjacent land area used for bus operations, shown as AREA "B" on Exhibit "A", Property.
- i. "Shared Use Parking Lot" shall refer to the surface parking lot located at the SBTC that will serve the Commuter Rail Station and Omnitrans Bus Facility. The Shared Use Parking Lot is shown as Area "C" on Exhibit "A", Property.
- j. "Detention Basin" shall refer to the basin constructed for the SBTC in order to comply with the Municipal Separate Storm Sewer System permit. The Detention Basin is shown as Area "D" on Exhibit "A", Property.

II. PURPOSE OF COOPERATIVE AGREEMENT

2.1 Maintenance and Security of the San Bernardino Transit Center. The purpose of this

SBCTA Contract No. 17-1001666

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Agreement shall be to provide for the maintenance and security of the Omnitrans Bus Facility, Commuter Rail Station, Shared Use Parking Lot, and Detention Basin.

III. OWNERSHIP OF PROPERTY

- 3.01** San Bernardino Transit Center Vesting of Title. The Parties agree that title to the San Bernardino Transit Center shall be held as follows:
- a. SBCTA shall hold title to the Commuter Rail Station, including the Crew House Building, shown as AREA "A" on Exhibit "A", Property.
 - b. OMNITRANS shall hold title to the Omnitrans Bus Facility shown as AREA "B" on Exhibit "A", Property.
 - c. SBCTA and CITY shall hold title as tenants in common to the shared use parking lot shown as AREA "C" on Exhibit "A", Property.
 - d. CITY shall hold title to the Detention Basin, shown as Area "D" on page 2 of Exhibit "A", Property.
- 3.02** Other Property Acquisitions. The CITY shall accept title to properties acquired for the completion of the Omnitrans Bus Facility and the Downtown San Bernardino Passenger Rail Project that would typically fall under the City's jurisdiction including, but not limited to, roadway widening, sidewalk improvements and storm drain system no later than thirty (30) days after SBCTA requests the CITY to accept such acquired right-of-way.

IV. TERM OF AGREEMENT

- 4.01** Term. The term of this Agreement shall commence upon the date of execution of this Agreement by the Parties, and shall continue thereafter until terminated as provided for in Article XVII - Termination of Agreement.

V. COMMUTER RAIL STATION

- 5.01** Maintenance of Commuter Rail Station. Parties agree that OMNITRANS shall serve as SBCTA Contract No. 17-1001666
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the property manager and oversee the maintenance of the Commuter Rail Station platform areas. The Commuter Rail Station platform maintenance areas are shown as Area "A", Commuter Rail Station Non-Operating Property platform areas, on Exhibit "A", Property.

- a. OMNITRANS shall arrange for and provide the maintenance of the Commuter Rail Station platform areas as set forth in Exhibit "C", Maintenance Schedule.
- b. CITY shall be **100%** responsible for all costs required to operate and maintain the Commuter Rail Station platform areas, including, but not limited to, the costs of real property insurance, maintenance of the Standard Platforms, signage, security, perimeter landscaping, and lighting.
- c. Commencing upon completion of the Commuter Rail Station, CITY shall provide monthly payments to OMNITRANS for the actual cost to provide maintenance of the Commuter Rail Station.
- d. OMNITRANS shall be responsible for separately tracking the actual cost to provide maintenance of the Commuter Rail platform areas.

5.02 Commuter Rail Station Security. Parties agree that OMNITRANS shall arrange for and provide security to the Commuter Rail Station platform areas.

- a. CITY shall be **100%** responsible for all costs to provide security to the Commuter Rail Station platform areas, including maintenance of the security surveillance system.
- b. Commencing upon completion of the Commuter Rail Station, CITY shall provide monthly payments to OMNITRANS for the actual cost to provide security at the Commuter Rail Station.
- c. OMNITRANS shall arrange for the provision of security for the Commuter Rail Station platform areas to ensure customer and vehicle safety during commuter periods. Security shall be provided from 15 minutes before the first scheduled train until 30 minutes after the last scheduled train.
- d. The "Level of Security" and other standards to establish minimum security requirements shall be jointly developed by the Parties to this Agreement and shall be consistent with the "Level of Security" provided by OMNITRANS for the Omnitrans Bus Facility. Station security shall exclude any security inside the trains, inside the Crew House Building, or at the Detention Basin. OMNITRANS or its security contractor shall not be prevented from entering the trains, Crew House Building, or Detention Basin area if relevant to a security situation.

- e. OMNITRANS shall be responsible for separately tracking the actual cost to provide security for the Commuter Rail Platform.

VI.

OMNITRANS BUS FACILITY

- 6.01** Security and Maintenance of the Omnitrans Bus Facility. OMNITRANS shall arrange for and fund security and maintenance of the Omnitrans Bus Facility. The Omnitrans Facility area is shown as Area “B” on Exhibit “A”, Property.
- 6.02** Parking. OMNITRANS shall have four (4) marked parking stalls at the Shared Use Parking Lot for the exclusive use of OMNITRANS’ employees or representatives. The location of the marked parking stalls is shown as “OMNITRANS Bus Facility” on Exhibit “D”, SBTC Shared Use Parking Lot Layout Plan. OMNITRANS employees, representatives, and customers may use other available public parking stalls in the lot in addition to the marked stalls.
- 6.03** Future Development of Omnitrans Bus Facility Site. The Parties agree that OMNITRANS shall be the lead agency responsible for undertaking, implementing, and constructing future Transit Oriented Development (TOD) at the OMNITRANS Bus Facility Site.

VII.

CREW HOUSE BUILDING

- 7.01** Maintenance of the Crew House Building. OMNITRANS shall arrange for maintenance inside the Crew House Building. The Commuter Rail Station Crew House Building is shown as Area “A”, Commuter Rail Station Crew House Building, on Exhibit “A”, Property.
- 7.02** Crew House Building Use. Upon completion of the Crew House Building, the Parties agree that SBCTA shall have the exclusive right to occupy and/or lease the Crew House Building. At SBCTA’s sole discretion, OMNITRANS shall be responsible for the administration of all leases for the Crew House Building. SBCTA has the exclusive right to enter into, amend, or terminate all leases at the Crew House Building, institute actions for evictions and execute notices to vacate, and to initiate and prosecute judicial proceedings. OMNITRANS shall maintain the crew house building in accordance with SBCTA’s latest Crew House Building lease agreement. Any lease revenue shall first be applied to costs associated with the lease, then to costs for maintenance of the Crew House Building. Any remaining balance shall be reserved and applied towards the Parties’ collective costs for major maintenance and

rehabilitation projects of the Crew House Building, Shared Use Parking Lot and Detention Basin. OMNITRANS shall be responsible for tracking the actual costs to lease and maintain the Crew House Building.

- 7.03** Security of the Crew House Building. OMNITRANS will not provide security services inside the Crew House Building. OMNITRANS and its security contractor shall not be prevented from entering the Crew House Building if relevant to a security situation.

VIII.

SHARED USE PARKING LOT

- 8.01** Reservation of Parking. CITY shall perform appropriate planning, zoning, and permit activities to ensure that parking at the Shared Use Parking Lot is reserved exclusively for patrons or visitors of the San Bernardino Transit Center during operating hours.
- 8.02** Crew House Building and Omnitrans Bus Facility Reserved Parking. SBCTA shall have forty (40) reserved parking stalls at the Shared Use Parking Lot for the exclusive use of SBCTA employees or representatives. OMNITRANS shall have four (4) reserved parking stalls at the Shared Use Parking Lot for the exclusive use of OMNITRANS employees or representatives. The location of the reserved parking stalls is shown on Exhibit “D”, SBTC Shared Use Parking Lot Layout Plan.
- 8.03** Parking Fees. The CITY may, subject to the approval of the Parties, which approval shall not be unreasonably withheld, initially set and charge parking fees to provide funding for: 1) maintenance of the Commuter Rail Station platform areas, Shared Use Parking Lot and Detention Basin; and 2) security for commuter rail patrons during operating hours. All such fees collected by the CITY shall be applied toward the CITY’s pro-rata share for the security and maintenance costs associated with the San Bernardino Transit Center. Any remaining balance shall be reserved and applied towards the Parties’ collective costs for major maintenance and rehabilitation projects of the Commuter Rail Station platform areas, Shared Use Parking Lot and Detention Basin.
- 8.04** Electric Vehicle Chargers. SBCTA shall be responsible for the installation, operation and maintenance of electric vehicle chargers located at the Shared Use Parking Lot. Electric vehicle chargers shall be available to the public at all times. SBCTA shall set and charge fees for use of the electric vehicle chargers. All such fees collected shall be applied toward the costs to maintain the Shared Use Parking Lot, including electric vehicle chargers network services and maintenance. SBCTA shall be responsible for tracking the actual costs of the electric vehicle chargers, including costs for network

services and maintenance.

8.05 Maintenance of the Shared Use Parking Lot. OMNITRANS shall manage and oversee the maintenance of the Shared Use Parking Lot. The Shared Use Parking Lot maintenance area is shown as Area “C” on Exhibit “A”, Property.

- a. OMNITRANS shall arrange for the maintenance of the Shared Use Parking Lot as set forth in Exhibit "C", Maintenance Schedule.
- b. Commencing upon completion of the Shared Use Parking Lot, Parties shall provide monthly payments for the pro-rata share, as described Section 8.07-Pro-Rata Share, to OMNITRANS for all services required to operate and maintain the Shared Use Parking Lot, excluding any costs for devices or expenses related to ticket vending machines or other items necessary for the Metrolink operations.
- c. OMNITRANS shall be responsible for separately tracking the actual cost to provide maintenance of the Shared Use Parking Lot.

8.06 Security of the Shared use Parking Lot. Parties agree that OMNITRANS shall arrange for and provide security of the Shared Use Parking Lot.

- a. Commencing upon completion of the Shared Use Parking Lot, Parties shall provide monthly payments for their pro-rata share to provide security, as described Section 8.07-Pro-Rata Share, to OMNITRANS.
- b. OMNITRANS shall arrange for the provision of security for the Shared Use Parking Lot to ensure customer and vehicle safety during commuter periods. Security shall be provided from 15 minutes before the first scheduled train until 30 minutes after the last scheduled train.
- c. The “Level of Security” and other standards to establish minimum security requirements shall be jointly developed by the Parties to this Agreement and shall be consistent with the “Level of Security” provided by OMNITRANS for the Omnitrans Bus Facility.
- d. OMNITRANS shall be responsible for separately tracking the actual cost to provide security for the Shared Use Parking Lot.

8.07 Pro-Rata Share. Parties shall be responsible for paying a pro-rata share for all the costs to provide maintenance and security of the Shared Use Parking Lot. The pro-rata share for maintenance and security of the Shared Use Parking Lot shall be as follows:

- a. SBCTA: Pro-rata share for Shared Use Parking Lot shall be 22% (based on the 40 reserved parking spaces for the Crew House Building).
- b. CITY: Pro-rata share for Shared Use Parking Lot shall be 65% (based on 119 parking spaces).
- c. OMNITRANS: Pro-rata share for Shared Use Parking Lot shall be 13% (based on the City requirement of 24 parking spaces for the Omnitrans bus facility).

A summary of the pro-rata share for the maintenance and security of the SBTC is shown in Exhibit “E”, Maintenance and Security Pro-Rata Share Summary.

IX. DETENTION BASIN

9.01 Detention Basin Maintenance: Parties agree that CITY shall arrange for and provide maintenance of the Detention Basin area. The Detention Basin area is shown as Area “D” on Exhibit “A”, Property.

- a. The CITY shall provide periodic and continuous maintenance, as set forth in Exhibit "F", Detention Basin Maintenance Schedule and Plans, including, but not necessarily limited to, vegetation control and sediment removal, to assure proper performance and as required in order to comply with the San Bernardino Municipal Separate Storm Sewer System (MS4) Permit.
- b. Parties recognize that the Detention Basin also serves tributary areas located on adjacent private property parcels that were reconfigured in order to facilitate the delivery of the San Bernardino Transit Center project.
- c. Commencing upon completion of the Commuter Rail Station and Shared Use Parking Lot, Parties shall provide monthly payments to the CITY for their pro-rata shares to provide maintenance for the Detention Basin. The pro-rata shares for providing maintenance of the Detention Basin shall be as follows:
 - I. SBCTA: Pro-rata share shall be 10%.
 - II. CITY: Pro-rata share shall be 28%.
 - III. OMNITRANS: Pro-rata share shall be 62%.

A summary of the pro-rata share for the maintenance and security of the SBTC is shown in Exhibit “E”, Maintenance and Security Pro-Rata Share Summary.

- d. CITY shall be responsible for tracking the actual cost to provide maintenance for

the Detention Basin area.

- 9.02** Detention Basin Security: Parties agree that there is no need to provide security services for the Detention Basin area. OMNITRANS and its security contractor shall not be prevented from entering the Detention Basin area if relevant to a security situation.

X.

ADVANCEMENT OF MAINTENANCE AND SECURITY FUNDS

- 10.1** To the extent a Party advances payments of cost for which another Party is responsible, the responsible Party shall reimburse the Party that advanced such payment.]

XI.

FISCAL YEAR

- 11.01** Fiscal Year. The fiscal year of this Agreement shall begin on the first day of July each year.

XII.

INVOICES AND ACCOUNTING

- 12.01** Accounting. Each Party shall render to the other Parties a complete accounting of the affairs undertaken or conducted by such Party pursuant to this Agreement, as of the close of business on the last day of June each year. Such accountings shall be rendered to each Party to this Agreement within thirty (30) days after the close of each such year. Each Party shall make its accounting books and records available to the other Parties at any time during the term of this Agreement upon reasonable prior written notice. Except as to manifest errors brought to the attention of the other Parties to this Agreement within thirty (30) days after it is rendered, each such accounting shall be final and conclusive as to each Party to this Agreement.

- 12.02** Submission of Invoices. Parties hereby agree and covenant to submit a monthly, itemized statement to respective Parties on or before the 15th calendar day of each month that indicates all costs, fees, and other charges incurred related to the San Bernardino Transit Center Maintenance and Security. The statement shall describe the amount of services and supplies provided since the initial commencement date, or since the first calendar day of the most recent billing period, as appropriate, through the date of the current statement. The invoice shall specify the pro rata share owed by each Party.
- 12.03** Approval and Payment of Invoice. Parties hereby agree and covenant to pay all invoices as received, if any should be submitted on or before the 15th calendar day of each month, in compliance with Section 12.02-Submission of Invoices. Parties shall remit payment during the first full week of the following month to the designated payee. Parties shall not unreasonably withhold payment and shall promptly pay all undisputed amounts. Should Parties dispute any portion of an invoice, Parties must deliver written notice within ten (10) working days after receipt of the invoice. The written notice must reasonably describe the dollar amount withheld and the reason or reasons therefor. Any such dispute shall be resolved pursuant to Section 16-Default and Remedies. No Party shall be entitled to dispute the amount of any invoice previously approved for which it has already issued payment. Failure of Parties to deliver timely written notice of a disputed payment shall be deemed approval of any such payment.
- 12.04** Invoice estimate. Parties hereby agree to jointly develop a cost estimate for the monthly maintenance and security costs for the San Bernardino Transit Center. Each Party will notify the other Parties immediately in writing upon developing a realistic cost estimate, and will notify the Parties immediately, in writing, upon any change or anticipated change in the estimated cost.

XIII.

DISTRIBUTION OF PROPERTY

- 13.01** Distribution of Property to SBCTA. Upon termination of this Agreement, title to all property owned by SBCTA and CITY as tenants in common shall be promptly transferred to SBCTA free and clear.
- 13.02** Distribution to Parties. Except as provided in Section 13.01-Distribution of Property to SBCTA, all proceeds that may accrue to the Parties under this Agreement shall be distributed to the Parties in direct proportion to their monetary participation.

XIV.

NOTICES

14.01 Notices to Parties. Any and all notices, including invoices, or communications required or permitted by this Agreement or by law to be delivered to, served on, or given to a Party or Parties by another Party shall be in writing and shall be deemed properly delivered, served, or given to the Party/ies so directed, to or in lieu of each such personal service, when deposited in the United States mail, first-class postage prepaid, and addressed to:

SBCTA
Executive Director
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92401

THE CITY OF SAN BERNARDINO
City Manager
300 North "D" Street
San Bernardino, CA 92418

OMNITRANS
CEO/General Manager
1700 W. Fifth Street
San Bernardino, CA 92411

A Party may change its mailing address for the purposes of this paragraph by giving written notice of such change to the other Parties.

XV. MISCELLANEOUS

15.01 Consents and Agreements. Any and all consents and agreements provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and maintained by each Party in its official records together with this Agreement. Whenever consent or approval of any Party is required, that Party shall not unreasonably withhold or delay such consent or approval.

15.02 Sole and Only Agreement. This Agreement contains the sole and only agreement of the Parties and correctly sets forth the rights, duties, and obligations of each Party to the other as of this date. Any prior agreements, policies, negotiations, and/or representations are expressly set forth in this Agreement.

15.03 Amendments. This Agreement may be amended or modified in any manner by an instrument in writing, stating the amendment or modification, signed by the Parties hereto.

15.04 Severability. If any one or more provisions contained in this Agreement shall be held invalid or illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

15.05 Headings and Subtitles. Headings and subtitles of this instrument have been used for

convenience only and do not constitute matter to be considered in interpreting this Agreement.

15.06 Indemnity. The Parties agree to defend, indemnify, and hold harmless the other Parties, their authorized agents, officers, elected officials, volunteers and employees against any and all claims arising from a Party's acts, errors, or omissions, and from any and all expenses (including reasonable attorneys' fees) incurred by the other Party/ies on account of any claim therefor.

15.07 Law of the Jurisdiction and Venue. In the event of any litigation arising out of the terms of this Agreement, the law of the State of California shall apply, and the venue of any such action shall be the Superior Court of the State of California for the County of San Bernardino, San Bernardino District.

15.08 Dispute Resolution. In the event any dispute arises between the Parties under or in connection with this Agreement, the dispute shall be resolved by the CEO/General Manager of OMNITRANS, the Executive Director of SBCTA, and the Mayor of the CITY, or their duly authorized representatives, within thirty (30) calendar days after receipt of written notice of said dispute. Said notice shall include a detailed statement of the grounds of the dispute and reasons why the dispute should be resolved in the disputing Party's favor. If the Parties fail to resolve the dispute in a manner acceptable to the disputing Party, then such dispute shall be decided by the court as set forth in Section 15.07. Pending resolution of the dispute, Parties shall proceed with the performance of this Agreement to the extent practicable.

XVI.

DEFAULT AND REMEDIES

16.01 Event of Default. Each of the following shall constitute an "Event of Default":

- a. A failure by any Party to make, or cause to be made, any payment due and payable by said Party to another non-defaulting Party on or before the date that any such payment or deposit is due following the expiration of any applicable grace period set forth in the applicable document;
- b. Failure by any Party to perform or observe any of its obligations set forth in this Agreement.

16.02 Opportunity to Cure. Except as provided below, no Event of Default under Section 16.01-Event of Default shall constitute a "Default" until all of the following has occurred and the Event of Default remains uncorrected:

- a. The non-defaulting Party has given written notice to the defaulting Party of such Event of Default, specifying the particular facts and circumstances that constitute

an Event of Default. However, failure to provide notice of Event of Default in accordance with Section 14.01 Notices to Parties shall not be deemed to waive any Party's rights under this Agreement, and may be cured by subsequently providing notice in the required manner;

- b. The defaulting Party has had thirty (30) days after receipt of such written notice to correct the Event of Default. If the defaulting Party cannot correct the Event of Default within thirty (30) days, and the non-defaulting Party, in its reasonable judgment, consents, the defaulting Party may initiate and diligently pursue necessary corrective measures approved by the non-defaulting Party. However, any Event of Default must be remedied within one hundred eighty (180) days after its initial occurrence. Should the defaulting Party fail to initiate and diligently pursue the approved corrective action, then the Event of Default shall constitute a Default; and
- c. If the defaulting Party fails to take and complete action necessary to cure any Event of Default, the non-defaulting Party may initiate any corrective action it deems appropriate.

16.03 Remedies. Whenever any Event of Default becomes a Default pursuant to Section 16.02-Opportunity to Cure, any or all of the following remedial procedures shall be available to the non-defaulting Party:

- a. The non-defaulting Party may take whatever action at law or in equity that may appear necessary or desirable to collect the payments required to be made by the defaulting Party then due and thereafter to become due; and
- b. The non-defaulting Party may take whatever action at law or in equity may appear necessary or desirable to compel the defaulting Party to perform as required by this Agreement.

16.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other available remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy available under this Agreement, at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time-to-time and as often as may be deemed expedient.

16.05 Attorneys' Fees. In addition to any other remedies provided hereunder or available pursuant to law, if any Party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing Party shall be entitled to recover from the other Party or Parties, as applicable, its costs of suit and reasonable

attorneys' fees. The costs, salary and expenses of the City Attorney and members of his office in enforcing the Agreement on behalf of the City or of the Agency shall be considered as "attorneys' fees" for the purposes of this Section.

XVII.
TERMINATION OF AGREEMENT

17.01 Acts Constituting Termination. This Agreement shall commence on the date of its execution and shall continue until:

- a. The sale or transfer of title to any third party who is not a Party to this Agreement; except, however, nothing contained herein shall prevent any transfer of the interests of SBCTA to the SCRRA, the CITY or OMNITRANS;
- b. Voluntary or involuntary transfer or assignment by any Party hereto, without the consent of the other Parties, of any of the rights, titles or obligations set forth in this Agreement and, after provision of written notice per Section 16.02 the defaulting Party does not cure the transfer or assignment as provided in Section 16.02, Opportunity to Cure.
- c. Mutual agreement of the Parties hereto to terminate this Agreement;
- d. Any Default or breach of this Agreement by either Party hereto, which has not been cured in accordance with Section 16.02, Opportunity to Cure.

17.02 Distribution on Termination. Upon termination of this Agreement, all affairs undertaken or conducted pursuant to this Agreement shall be wound up, the assets liquidated, the debts paid and the proceeds divided among the Parties to this Agreement as provided in Article 13-Distribution of Property. Upon successful termination of this Agreement by any Party/ies, all duties, obligations and responsibilities of the Parties, or any successors to their interests in this Agreement, shall be assumed in the manner as may be provided by mutual agreement or as may be ordered by a court.

-----SIGNATURES ON THE FOLLOWING PAGE-----

XVIII.
ACCEPTANCE

18.01 Acceptance of Agreement. The Parties have approved this Agreement by official actions of their respective governing bodies, and accept and agree to the terms set forth therein as of the date set forth above.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
Assistant General Counsel

Date: _____

CITY OF SAN BERNARDINO

By: _____
R. Carey Davis, Mayor

Date: _____

APPROVED AS TO FORM

By: _____
Gary D. Saenz
City Attorney

Date: _____

OMNITRANS

By: _____
P. Scott Graham
CEO/General Manager

Date: _____

APPROVED AS TO FORM

By: _____
Haviva Shane
Omnitrans General Counsel

Date: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

1/9/2014

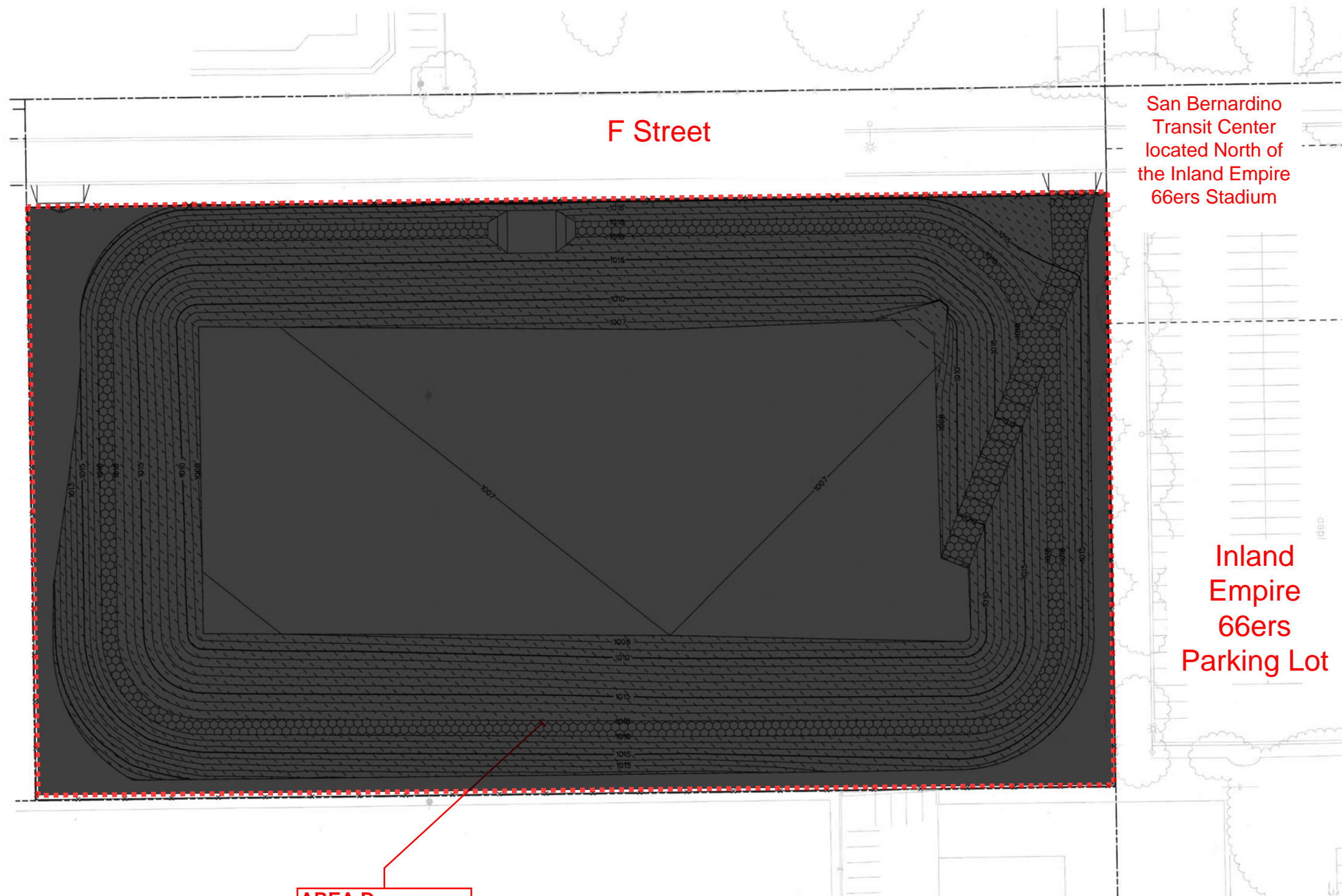


BY	SUB.	APP.
----	------	------

**DOWNTOWN SAN BERNARDINO
PASSENGER RAIL PROJECT**
SAN BERNARDINO TRANSIT CENTER
EXHIBIT A-PROPERTY
Page 1 of 2








CONTRACT NO. IFB 14001	
DRAWING NO.	
REVISION	SHEET NO.
SCALE	
39 1"=50'	

1/29/2014 3:39:12 PM USER = wstebok
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



























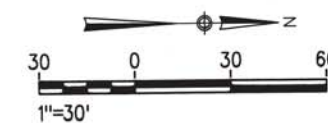
AREA D:
SBTC Detention
Basin

FURNISHINGS SCHEDULE

- | | | |
|---|-----------------------------|--|
|  | BACKLESS BENCH | SEE SPECIFICATIONS AND DETAIL A19, SHEET LD-3004 |
|  | BACKED BENCH | SEE SPECIFICATIONS AND DETAIL A18, SHEET LD-3004 |
|  | TRASH RECEPTACLE | SEE SPECIFICATIONS AND DETAIL A21, SHEET LD-3005 |
|  | RECYCLING RECEPTACLE | SEE SPECIFICATIONS AND DETAIL A21, SHEET LD-3005 |
|  | BICYCLE RACKS | SEE SPECIFICATIONS AND DETAIL A20, SHEET LD-3004 |
|  | DECORATIVE SECURITY BOLLARD | SEE SPECIFICATIONS AND DETAIL A22, SHEET LD-3005 |
|  | LANDSCAPE EDGING | SEE DETAIL A14, SHEET LD-3003 |

LANDSCAPE LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY THIS SHEET
<u>TREES</u>				
	EXISTING TREE TO REMAIN			
	GLEDTISIA TRIACANTHOS	HONEY LOCUST	48"	
	PHOENIX CANARIENSIS	DATE PALM	12' BTH	
	PISTACIA CHINENSIS	CHINESE PISTACHE	36"	
	PINUS CANARIENSIS	CANARY ISLAND PINE	48"	
	CERCIDIUM FLORIDUM	PALO VERDE	36"	
	PROSOPIS CHILENSIS	THORNLESS CHILEAN MESQUITE	48"	
<u>SHRUBS</u>				
	CISTUS PURPUREUS	ORCHID ROCKROSE	5-GAL	
	DASYLIRION ACROTICHE	GREEN DESERT SPOON	5-GAL	
	SALVIA CLEVELANDII	CLEVELAND SAGE	5-GAL	
	SALVIA GREGGII	AUTUMN SAGE	5-GAL	
	ROSMARINUS OFFICINALIS 'BLUE SPIRES'	BLUE SPIRES ROSEMARY	5-GAL	
	HESPERALOE PARVIFLORA	RED YUCCA	5-GAL	
<u>VINE</u>				
	FICUS PUMILA	CREeping FIG	1-GAL	
<u>GROUNDCOVERS</u>				
	ACACIA REDOLENS 'DESERT CARPET'	PROSTRATE ACACIA	5-GAL	
	ACACIA REDOLENS 'GREEN CARPET'	NO COMMON NAME	5-GAL	
	MYOPORUM PARVIFOLIUM	MYOPORUM	1-GAL	
	PENNISETUM X ADVENA 'RUBRUM'	RED FOUNTAIN GRASS	5-GAL	
	PENNISETUM ORIENTALE	ORIENTAL FOUNTAIN GRASS	5-GAL	
	ROSMARINUS OFFICINALIS 'PROSTRATUS'	CREeping ROSEMARY	5-GAL	
	LAMPBRANTHUS SPECTABILIS	TRAILING ICE PLANT	5-GAL	
	COTONEASTER SALICIFOLIUS	WILLOWLEAF COTONEASTER	5-GAL	
	BIOFILTRATION SEED MIX - SEE SHEET CD-1511 FOR DETENTION BASIN LAYOUT			76,966 SQ FT
	RESTORE TO PRE-CONSTRUCTION CONDITION			
	CALIFORNIA GOLD DECOMPOSED GRANITE MULCH. TOP OF MULCH SHALL BE 1 INCH BELOW TOP OF CURB			
	UC VERDE BUFFALO GRASS			



CONFORMED DRAWINGS


**DOWNTOWN SAN BERNARDINO
PASSENGER RAIL PROJECT**
SAN BERNARDINO TRANSIT CENTER
EXHIBIT A-PROPERTY
Page 2 of 2

CONTRACT NO.		IFB 14001	
DRAWING NO.		LP-1511	
REVISION	SHEET NO.		
	302	OF 1167	
SCALE		40 1"=30'	

BY SUB APP.

DESIGNED BY	A. COTTINI
DRAWN BY	P. PARAMO
CHECKED BY	G. LAI
APPROVED BY	R. KLOVSKY
DATE	8-7-13

CITY OF SAN BERNARDINO

APPROVED 1/30/2014 DWG NO. 12985

 ROBERT G. EISENBEISZ RCE NO. C54931
 CITY ENGINEER EXP 6-30-14

Governments
SANBAG
Working Together

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**



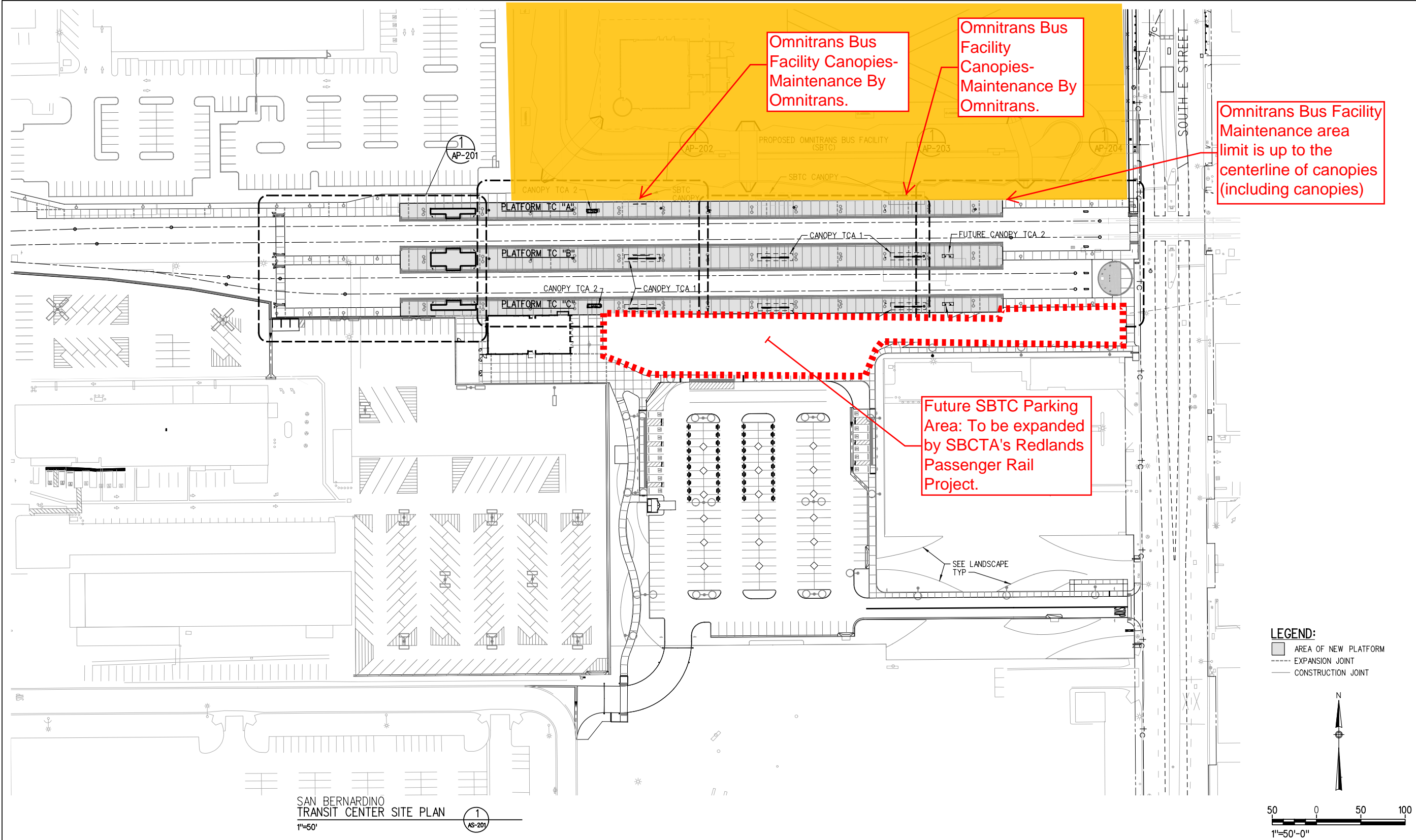
HDR
HDR Engineering, Inc.

SUBMITTED: _____
PROJECT MANAGER



EXHIBIT "B"
STANDARD COMMUTER RAIL PLATFORM

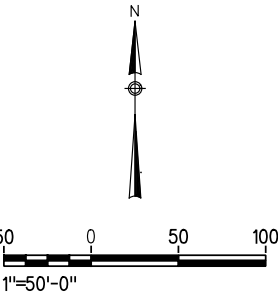
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SAN BERNARDINO
TRANSIT CENTER SITE PLAN
1"=50'

1
AS-201

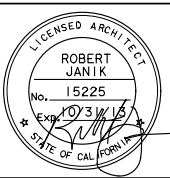
LEGEND:
■ AREA OF NEW PLATFORM
--- EXPANSION JOINT
— CONSTRUCTION JOINT



REV.	DATE	BY	SUB.	APP.

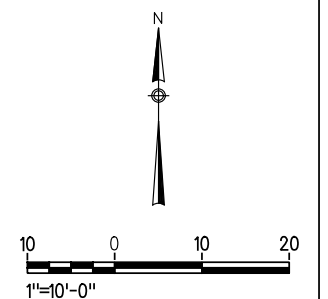
DESIGNED BY
R. JANIK
DRAWN BY
B. BRANDLE
CHECKED BY
T. OSBORNE
APPROVED BY
R. KLOVSKY
DATE
8-9-13

SAN BERNARDINO ASSOCIATED GOVERNMENTS
HDR ONE COMPANY Many Solutions
2280 Market Street
Suite 100
Riverside, Ca 92501-2110
CONFORMED DRAWINGS
SUBMITTED: PROJECT MANAGER
APPROVED:



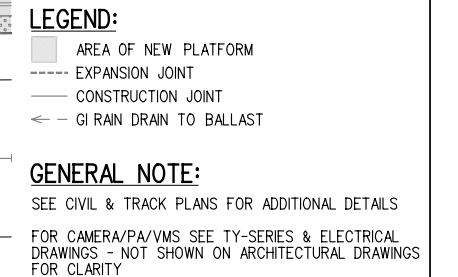
**DOWNTOWN SAN BERNARDINO
PASSENGER RAIL PROJECT**
SAN BERNARDINO TRANSIT CENTER
SITE PLAN

CONTRACT NO. IFB 14001
DRAWING NO. AS-201
REVISION SHEET NO. 381 OF 1167
SCALE 1" = 50'



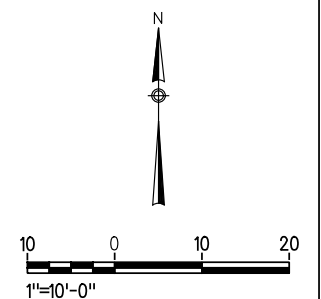
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AP-201

			DESIGNED BY R. JANIK			<div><div>Government's SANBAG Working Together</div><div>SAN BERNARDINO ASSOCIATED GOVERNMENTS</div></div>			<div><div><div>LICENSED ARCHITECT</div><div>ROBERT JANIK</div><div>No. 15225</div><div>Exp. 10/31/15</div><div>STATE OF CALIFORNIA</div></div></div>			<div>DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT</div>			CONTRACT NO. IFB 14001		
			DRAWN BY B. BRANDLE												DRAWING NO. AP-201		
			CHECKED BY T. OSBORNE			<div><div>HDR</div><div>ONE COMPANY Many Solutions</div></div>			<div>CONFORMED DRAWINGS</div>						REVISION SHEET NO. 382 OF 1167		
			APPROVED BY R. KLOVSKY			<div><div>HDR Engineering, Inc.</div><div>2280 Market Street Suite 100 Riverside, Ca 92501-2110</div></div>									SCALE 1"=10'-0"		
REV. DATE			BY SUB APP.			DATE 8-9-13			SUBMITTED: _____ PROJECT MANAGER			APPROVED: _____					



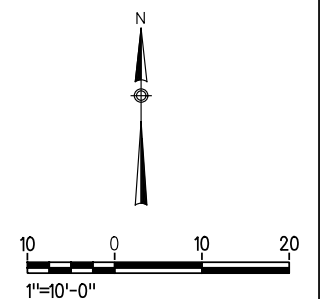
PLATFORM CONSTRUCTION
PLAN SHEET 2 OF 4
1"=10'-0"

			DESIGNED BY R. JANIK			<div><div><div>Governments</div><div>SANBAG</div><div>Working Together</div></div><div>SAN BERNARDINO ASSOCIATED GOVERNMENTS</div></div>			<div><div><div><div>LICENSED ARCHITECT</div><div>ROBERT JANIK</div><div>No. 15225</div><div>EXPIRES 10/31/12</div><div>STATE OF CALIFORNIA</div></div></div></div>			<div><div>DOWNTOWN SAN BERNARDINO</div><div>PASSENGER RAIL PROJECT</div><div>SAN BERNARDINO TRANSIT CENTER</div><div>PLATFORM CONSTRUCTION PLAN SHEET 2 OF 4</div></div>			CONTRACT NO. IFB 14001		
			DRAWN BY B. BRANDLE									DRAWING NO. AP-202					
			CHECKED BY T. OSBORNE									REVISION SHEET NO.					
			APPROVED BY R. KLOVSKY									383 OF 1167					
			DATE 8-9-01			SUBMITTED: _____ PROJECT MANAGER			APPROVED: _____			SCALE 1"=10'-0"					
REV. DATE			BY SUB APP.														



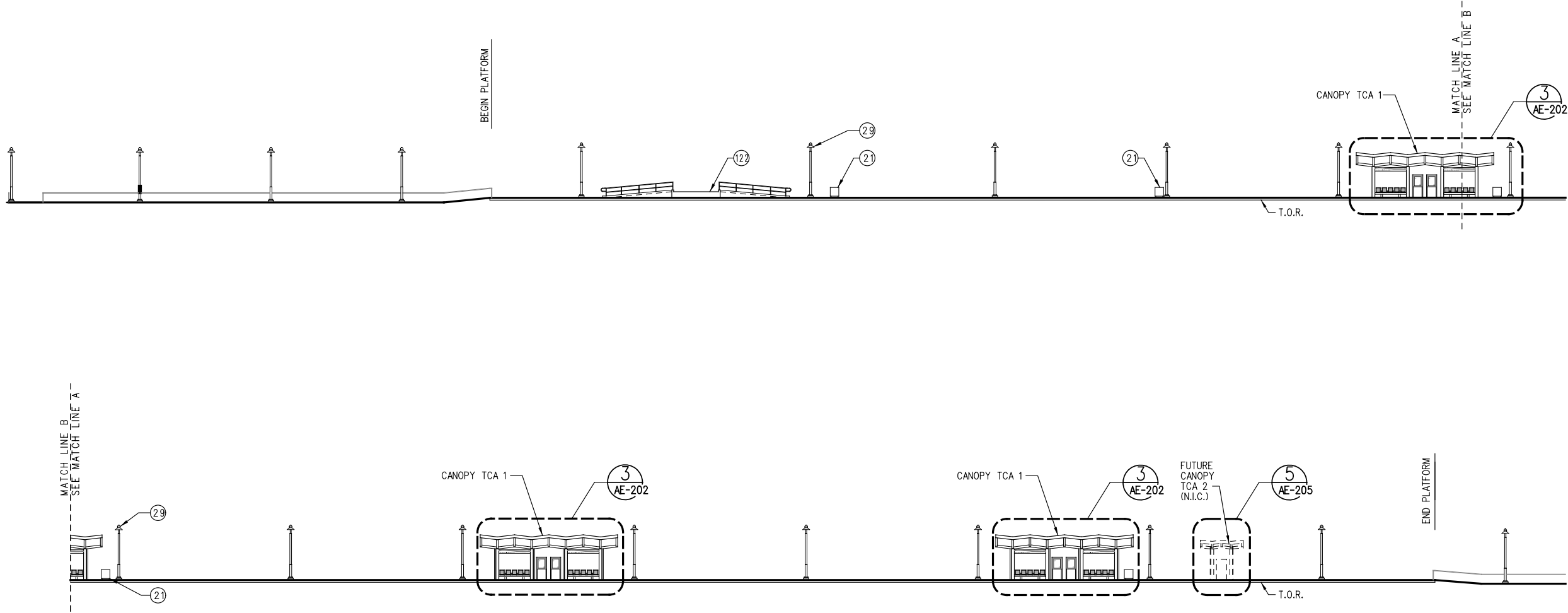
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AP-203

4 of 45

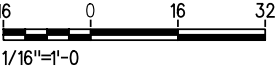
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ARCHITECTURAL KEY NOTES:

- 21 PLATFORM TRASH RECEPTACLE
- 29 LIGHT - SEE ELECTRICAL
- 122 TYPE 3 CENTER PLATFORM PER METROLINK STANDARD ES3101-02



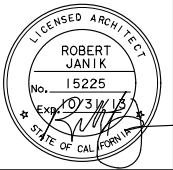
PLATFORM TC "B" ELEVATION 1
1/16"=1'-0" AP-205



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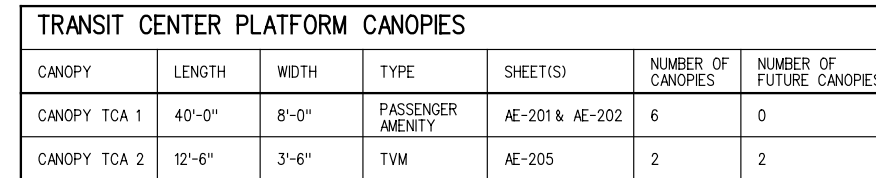
REV.	DATE	BY	SUB.	APP.

DESIGNED BY R. JANIK	San Bernardino Associated Governments HDR ONE COMPANY Many Solutions 2280 Market Street Suite 100 Riverside, Ca 92501-2110 HDR Engineering, Inc.	CONFORMED DRAWINGS
DRAWN BY B. BRANDLE		
CHECKED BY T. OSBORNE		
APPROVED BY R. KLOVSKY		
DATE 8-9-13		
SUBMITTED: PROJECT MANAGER		APPROVED:

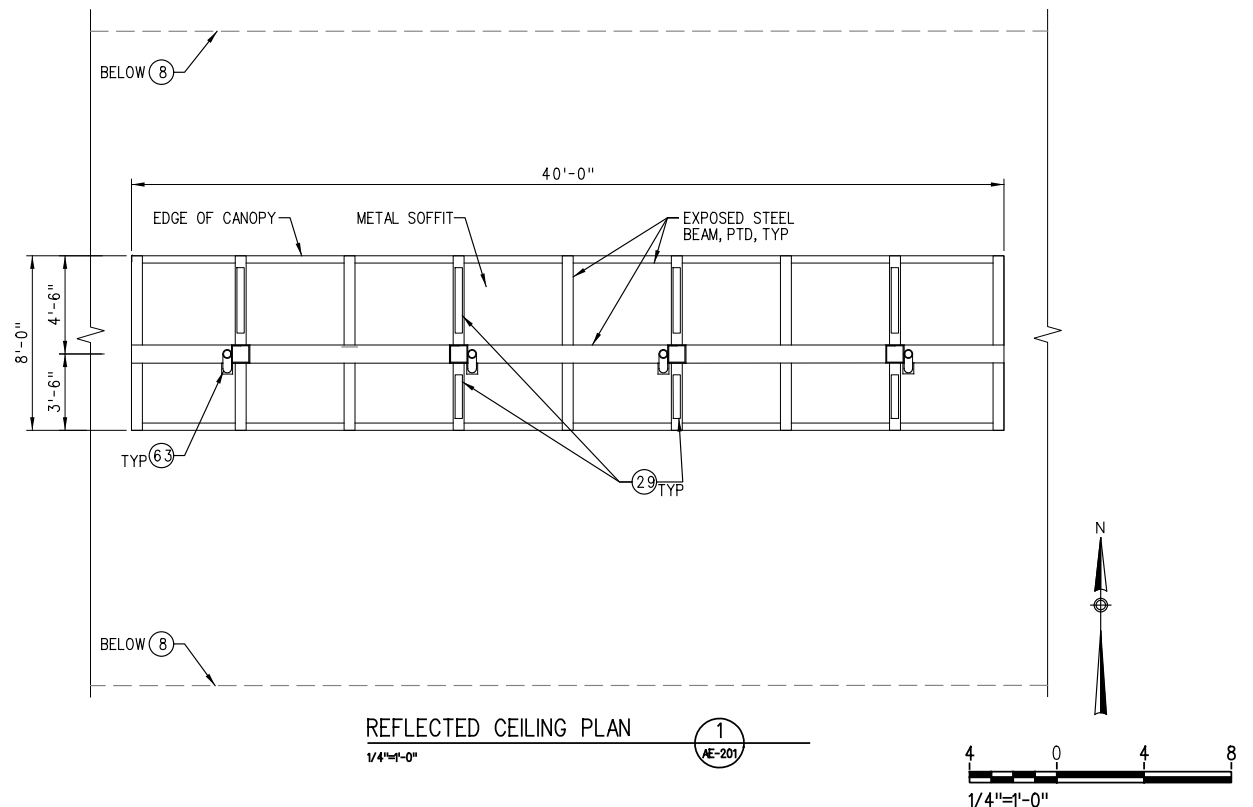


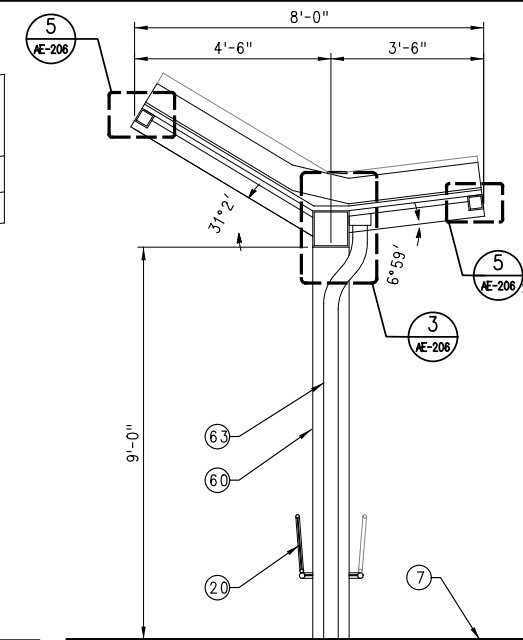
**DOWNTOWN SAN BERNARDINO
PASSENGER RAIL PROJECT**
SAN BERNARDINO TRANSIT CENTER
PLATFORM TC "B" SECTION /ELEVATION

CONTRACT NO. IFB 14001	
DRAWING NO. AP-205	
REVISION	SHEET NO.
	386 OF 1167
SCALE 1/16"=1'-0"	

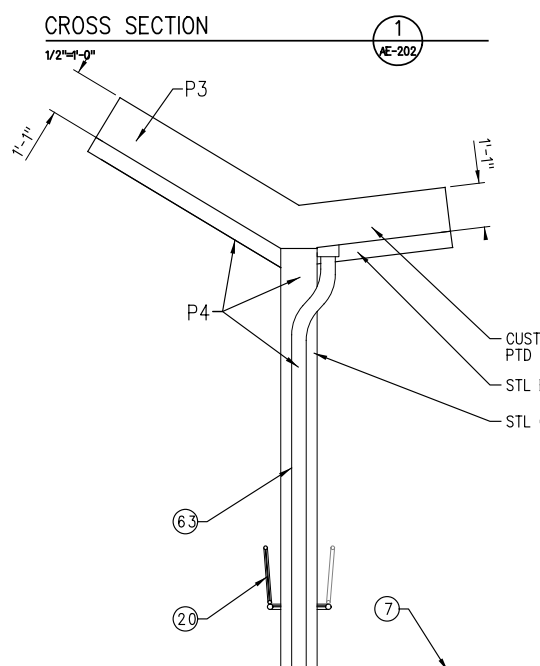


- ## ARCHITECTURAL KEY NOTES:
- ⑧ EDGE OF PLATFORM
 - ⑭ 2" X 4" YELLOW DETECTABLE WARNING TILE PER SCRRRA STD 3203 - SEE DETAIL 1/AO-120
 - ⑰ 4" WIDE YELLOW STRIPE - SEE DETAIL 4/AO-120
 - ⑳ CANOPY SEATS
 - ㉑ CANOPY ABOVE
 - ㉒ LIGHT - SEE ELECTRICAL
 - ㉓ PAINTED CANOPY SUPPORT
 - ㉔ DOWNSPOUT - PROVIDE 3" CI DRAIN TO TRACKWAY FOR EACH DOWNSPOUT
 - ㉕ DISPLAY CASE - SIGN TYPE 28 PER METROLINK STANDARD

[illegible]

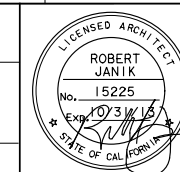


- 2



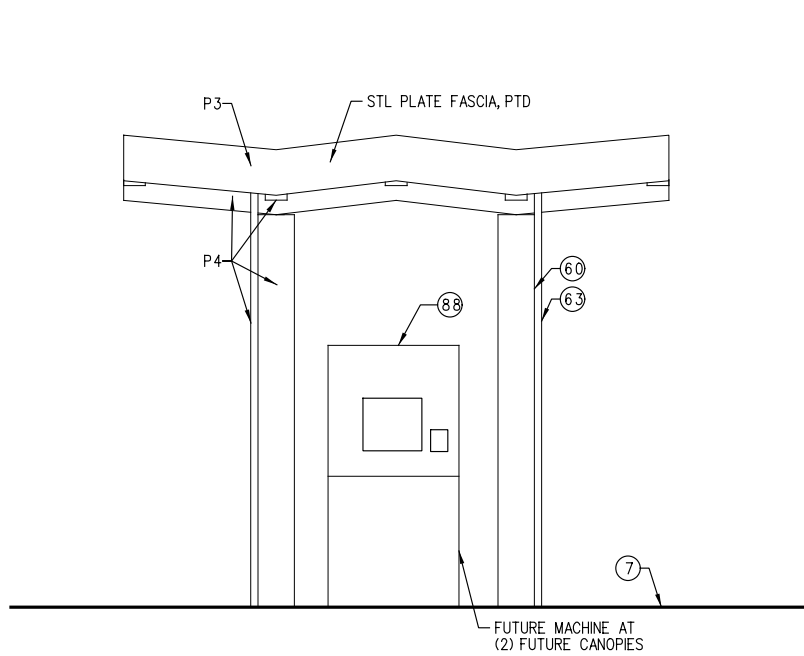
*NOTE:
1. COLORS/FINISHES AS APPROVED BY ARCHITECT

DESIGNED BY R. JANIK	 SAN BERNARDINO ASSOCIATED GOVERNMENTS	
DRAWN BY B. BRANDLE		
CHECKED BY T. OSBORNE		
APPROVED BY R. KLOVSKY		 ONE COMPANY Many Solutions 2280 Market Street Suite 100 Riverside, Ca 92501-2110
DATE 8-9-13		SUBMITTED: _____ PROJECT MANAGER: _____
		CONFORMED DRAWINGS
		APPROVED: _____



CONTRACT NO.		IFB 14001	
DRAWING NO.			
AE-202			
REVISION	SHEET NO.		
	388 OF 1167		
SCALE			
$1/2"=1'-0"$			

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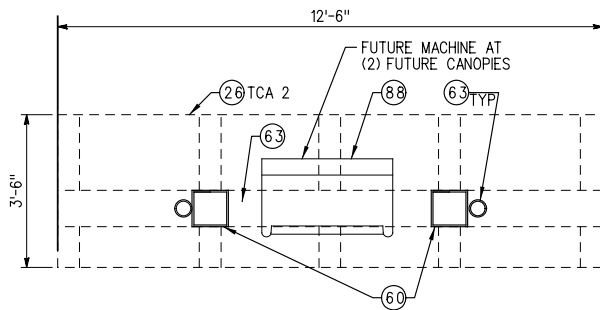


SOUTH ELEVATION

1/2"=1'-0"

5

AE-205

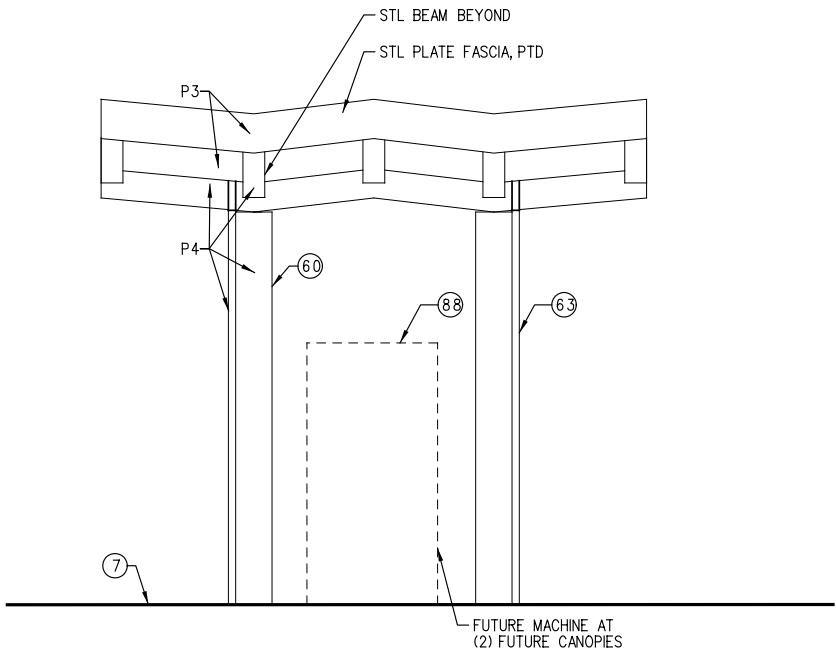


GROUND FLOOR PLAN

1/2"=1'-0"

6

AE-205

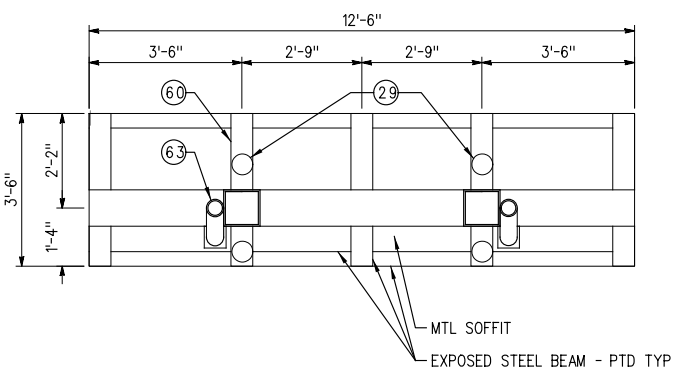


NORTH ELEVATION

1/2"=1'-0"

3

AE-205

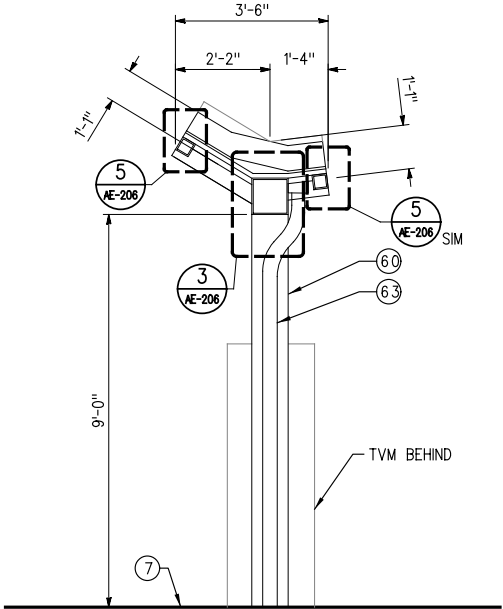


REFLECTED CEILING PLAN

1/2"=1'-0"

4

AE-205



CROSS SECTION

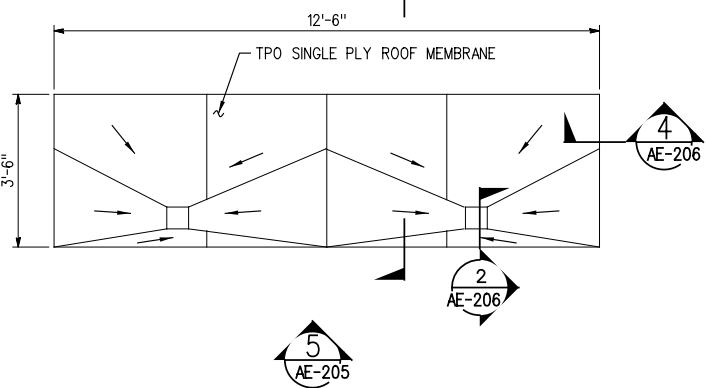
1/2"=1'-0"

3

AE-205

1

AE-205



ROOF PLAN

1/2"=1'-0"

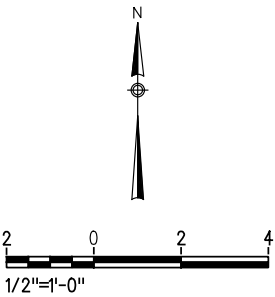
2

AE-205

ARCHITECTURAL KEY NOTES:

- 7 PLATFORM
- 26 CANOPY ABOVE
- 29 LIGHT - SEE ELECTRICAL
- 60 PAINTED CANOPY SUPPORT
- 63 DOWNSPOUT - PROVIDE 3" CI DRAIN TO TRACKWAY FOR EACH DOWNSPOUT
- 88 TICKET VENDING MACHINE (TVM)

*NOTE:
1. COLORS/FINISHES AS APPROVED BY ARCHITECT



EXTERIOR COLOR SCHEDULE-TRANSIT CENTER CANOPY			
ELEMENT	P3	P4	M1
MATERIAL	GALV/PAINTED METAL	GALV/PAINTED METAL	STAINLESS STL
*COLOR/FINISH	SW 7551 GREEK VILLA SHERMAN-WILLIAMS PAINT	SW 6650 MARQUIS ORANGE SHERMAN-WILLIAMS PAINT	FACTORY FINISH

DESIGNED BY R. JANIK	<div>Governments SANBAG Working Together</div> SAN BERNARDINO ASSOCIATED GOVERNMENTS	<div>CONFORMED DRAWINGS</div>	<div><div>LICENSED ARCHITECT</div><div>ROBERT JANIK</div><div>15225</div><div>No. 10/31/16</div><div>EXPIRES</div><div>STATE OF CALIFORNIA</div></div>
DRAWN BY B. BRANDLE			
CHECKED BY T. OSBORNE	<div><div>HDR</div><div>ONE COMPANY Many Solutions</div><div>2280 Market Street Suite 100 Riverside, Ca 92501-2110</div><div>HDR Engineering, Inc.</div></div>		
APPROVED BY R. KLOVSKY			
DATE 8-9-13	SUBMITTED: _____ PROJECT MANAGER	APPROVED: _____	

**DOWNTOWN SAN BERNARDINO
PASSENGER RAIL PROJECT**
SAN BERNARDINO TRANSIT CENTER
TVM CANOPY TCA 2
PLANS, ELEVATIONS & SECTION

CONTRACT NO.	IFB 14001
DRAWING NO.	AE-205
REVISION	SHEET NO.
	389 OF 1167
SCALE	1/2"=1'-0"

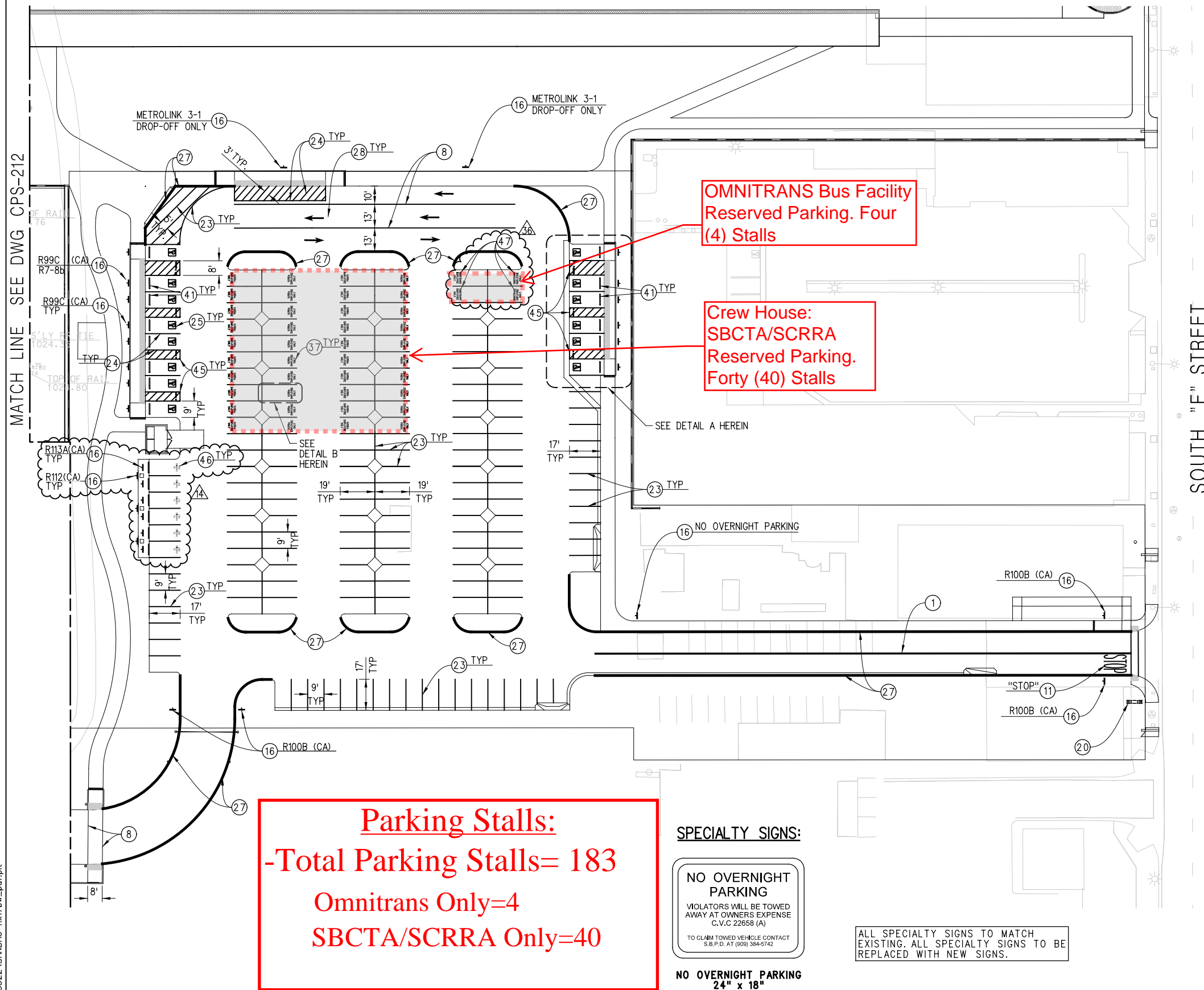
EXHIBIT “C”
MAINTENANCE SCHEDULE

Exhibit "C"
Maintenance Schedule

ITEM	FREQUENCY
Landscape/Irrigation	Twice Monthly
Trash Pickup and Cleanup	Daily
Platform Washing	Weekly
Graffiti Removal	As Needed
Plumbing/Electrical	Annually or As Needed
Vandalism Repairs	As Needed
Storm Drain System (includes inlets	As Needed
Electric Vehicle Chargers	As Needed

EXHIBIT "D"
SHARED USE PARKING LOT
LAYOUT PLAN

1/21/2015 10:31:59 AM USER = wstebok
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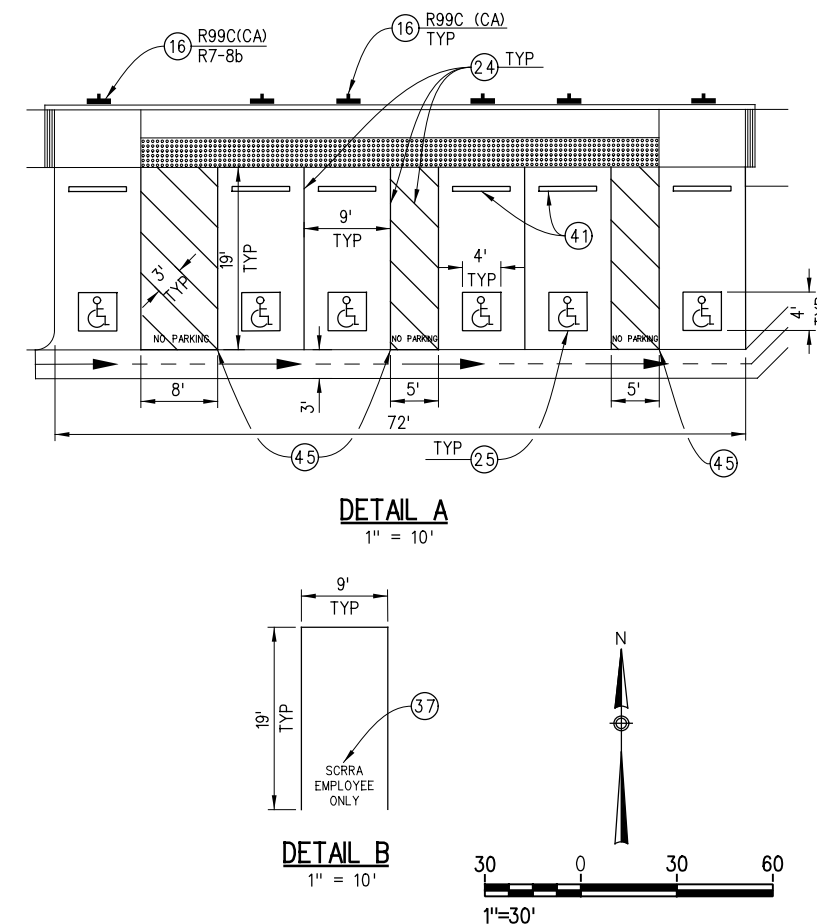


CONSTRUCTION NOTES:

- ④1 INSTALL PRECAST CONCRETE WHEEL STOP PER DETAIL ON
DRAWING C-3001

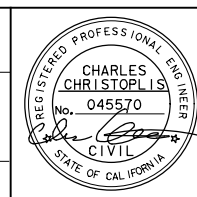
SIGNING AND STRIPING CONSTRUCTION NOTES:

- ① APPLY 4" SOLID DOUBLE YELLOW STRIPE WITH RPMS PER CALTRANS STD PLAN A20A, DETAIL 22
- ⑧ APPLY 12" SOLID WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS STD PLAN A24E
- ⑪ APPLY PAVEMENT MARKING AS SHOWN PER CALTRANS STD PLANS A24D AND A24E
- ⑬ INSTALL SIGN(S) AND POST AS INDICATED
- ⑰ CONSTRUCT "E" STREET MONUMENT SIGN PER DWG WF-101
- ⑳ PAINT 4" SOLID WHITE STRIPE
- ㉑ PAINT 4" SOLID BLUE STRIPE
- ㉒ APPLY DISABLED PERSONS PARKING SYMBOL PER CALTRANS STD PLAN A24C
- ㉔ PAINT RED CURB MARKING WITH WHITE LEGIBLE WORDS "FIRE LANE - NO PARKING"
- ㉕ APPLY TYPE I ARROW PER CALTRANS STD PLAN A24A
- ㉖ PAINT "SCRRRA EMPLOYEE ONLY" LEGEND IN 9" WHITE LETTERS
- ㉗ PAINT "NO PARKING" IN WHITE, 12" HIGH LETTERS, LOCATED WITHIN THE LOADING/UNLOADING SPACE ADJACENT TO THE ACCESSIBLE PARKING SPACE
- ㉘ PAINT "ELECTRIC VEHICLE ONLY" IN 9" WHITE LETTERS
- ㉙ PAINT "OMNITRANS EMPLOYEE ONLY" IN 9" WHITE LETTERS



14	8/29/14	DESIGN REVISION 14: EV STATION ADDITIONS	CC	JJM
36	1/23/15	DESIGN REVISION 36: ADDED OMNITRANS PARKING	SAG	JJM
REV.	DATE		BY	APP.

DESIGNED BY C. CHRISTOPLIS	 SAN BERNARDINO ASSOCIATED GOVERNMENTS	 <small>ONE COMPANY Many Solutions</small> 2280 Market Street Suite 100 Riverside, Ca 92501-2110	CONFORMED DRAWINGS
DRAWN BY J. BROWN			
CHECKED BY M. HAGER			
APPROVED BY R. KLOVSKY			
DATE 8-9-13	SUBMITTED: _____ <small>PROJECT MANAGER</small>	APPROVED: _____	



**DOWNTOWN SAN BERNARDINO
PASSENGER RAIL PROJECT**
SAN BERNARDINO TRANSIT CENTER PARKING LOT
SIGNING AND STRIPING

CONTRACT NO.		IFB 14001	
DRAWING NO.		CPS-211	
REVISION	SHEET NO.		
	214 OF 1167		
SCALE		54 1"=30'	

EXHIBIT "E"
MAINTENANCE AND SECURITY
PRO-RATA SHARE SUMMARY

Location		SBCTA	City	Omnitrans
Area A:	Commuter Rail Station-Platforms Area: <u>Maintenance</u>	0%	100%	0%
	Commuter Rail Station-Platforms Area: <u>Security</u>	0%	100%	0%
	Commuter Rail Station-Crew House Building: <u>Maintenance</u>	100%	0%	0%
	Commuter Rail Station-Crew House Building: <u>Security</u> (Not provided inside the building)	100%	0%	0%
Area B:	Omnitrans Bus Facility: <u>Maintenance</u>	0%	0%	100%
	Omnitrans Bus Facility: <u>Security</u>	0%	0%	100%
Area C:	Shared Use Parking Lot: <u>Maintenance</u>	22%	65%	13%
	Shared Use Parking Lot: <u>Security</u>	22%	65%	13%
Area D:	Detention Basin: <u>Maintenance</u>	10%	28%	62%
	Detention Basin: <u>Security</u> (Not required)	NA	NA	NA

EXHIBIT "F"
DETENTION BASIN MAINTENANCE SCHEDULE AND PLANS

Exhibit F
Detention Basin Maintenance Schedule

August 2013

Downtown San Bernardino Passenger Rail Project
SANBAG

BMP	O&M Description	BMP Start Date	O&M Frequency	Responsible Party
Detention/Infiltration Basin	<ol style="list-style-type: none"> 1. Inspect and maintain basin side slopes and invert for erosion. If erosion occurs, re-grade side slopes in accordance with original basin design. 2. Remove accumulated trash and debris in the basin. 3. Remove accumulated sediment and re-grade basin bottom when accumulated sediment volume exceeds 10% of the basin volume. 4. Observe drain time of ponded water. Water must infiltrate into the subsurface completely within required design time of 48 hours to prevent creation of mosquito and other vector habitats. If water does not drain within 48 hours, perform the following maintenance: remove deposited sediments within basin to designed basin bottom elevation, scarify basin bottom soils, and monitor basin post-next storm event. All maintenance performed within infiltration basin footprint shall be done using light equipment, such as hang-guided rotary tiller, of a disc harrow pulled by a light tractor, to avoid compaction of subsurface. 	Upon construction completion	<ol style="list-style-type: none"> 1. Inspect every year and maintained as necessary. 2. Once every year at beginning and end of wet season. 3. Inspect every year and maintain as necessary. 4. Inspect every year at beginning and end of wet season and maintain as necessary. 	City of San Bernardino



- | | | | |
|-----|---|-----|---|
| 100 | INSTALL 18" RCP (D-LOAD PER PLAN) | 136 | INSTALL TIDEFLEX CHECK VALVE OR APPROVED EQUAL. SEE DETAIL 2, DRAWING CD-1507 |
| 103 | INSTALL 24" RCP (D-LOAD PER PLAN) | 138 | CONSTRUCT TYPE A STORM DRAIN CLEANOUT PER SDRS DRAWING NO. D-9 MODIFIED PER DETAIL 1, DRAWING CD-1507 |
| 104 | INSTALL 30" RCP (D-LOAD PER PLAN) | 141 | INSTALL RIPRAP (TYPE 1) PER SDRS DRAWING NO. D-40 MODIFIED PER DETAIL 2, DRAWING CD-1506 |
| 106 | INSTALL 48" RCP (D-LOAD PER PLAN) | 143 | CONSTRUCT BRICK AND MORTAR PLUG PER DETAIL 2, DRAWING CD-3001 |
| 117 | TRENCH, BEDDING AND BACKFILL PER CITY OF SAN BERNARDINO STD. PLAN NO. 310 | 144 | CONSTRUCT OUTLET DRAIN PIPE RISER PER DETAIL 1, DRAWING CD-1506 |
| 121 | REPLACE AC PAVEMENT PER CITY OF SAN BERNARDINO STD. PLAN NO. 310 | 149 | PROTECT IN PLACE |
| 123 | CONSTRUCT MANHOLE PER SPPWC STD. PLAN NO. 320-2 | 150 | SAWCUT EXISTING ASPHALT CONCRETE |
| 124 | CONSTRUCT MANHOLE PER SPPWC STD. PLAN NO. 321-2 | 151 | CONSTRUCT PIPE CONNECTION PER SPPWC STD. PLAN NO. 335-2 |
| 125 | CONSTRUCT MANHOLE PER SPPWC STD. PLAN NO. 322-2 | 153 | CONSTRUCT HEADWALL WING-TYPE PER SAN BERNARDINO COUNTY STD. PLAN NO. 209 |
| 128 | CONSTRUCT CONCRETE COLLAR PER SPPWC STD. PLAN NO. 380-4 | 156 | CONSTRUCT MANHOLE PER SPPWC STD. PLAN NO. 320-2 WITH MODIFIED WALL THICKNESS F=12" |




CONFORMED DRAWINGS

**DOWNTOWN SAN BERNARDINO
PASSENGER RAIL PROJECT**

DETENTION BASIN STORM DRAIN
KEY MAP
LINE 'R' AND 'S'

[illegible]

DESIGNED BY L. HERNANDEZ		CITY OF SAN BERNARDINO	
DRAWN BY M. HEISHMAN			
CHECKED BY M. MEDINA	APPROVED <i>[Signature]</i>	8/7/	2013 DWG NO. 12985
APPROVED BY R. KLOVSKY	ROBERT G. EISENBEISZ CITY ENGINEER		
DATE 8-7-13	RCE NO. C549331 EXP <u>6-30-14</u>		

Governments
SANBAG
Working Together

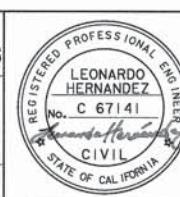
**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

HDR
HDR Engineering, Inc.

ONE COMPANY Many Solutions

2280 Market Street
Suite 100
Riverside, Ca 92501-2110

SUBMITTED: _____ PROJECT MANAGER _____



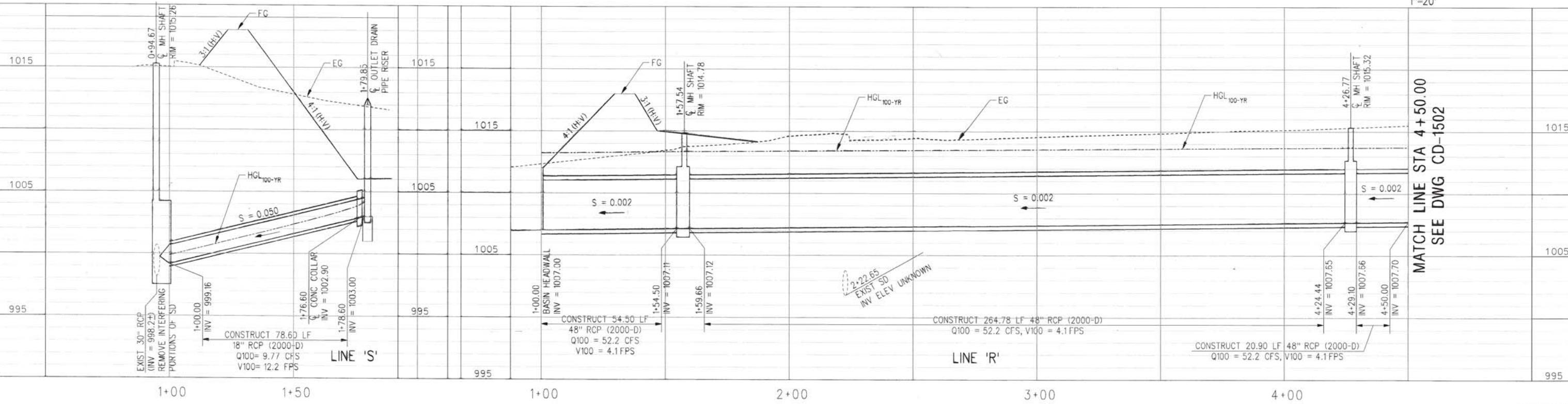
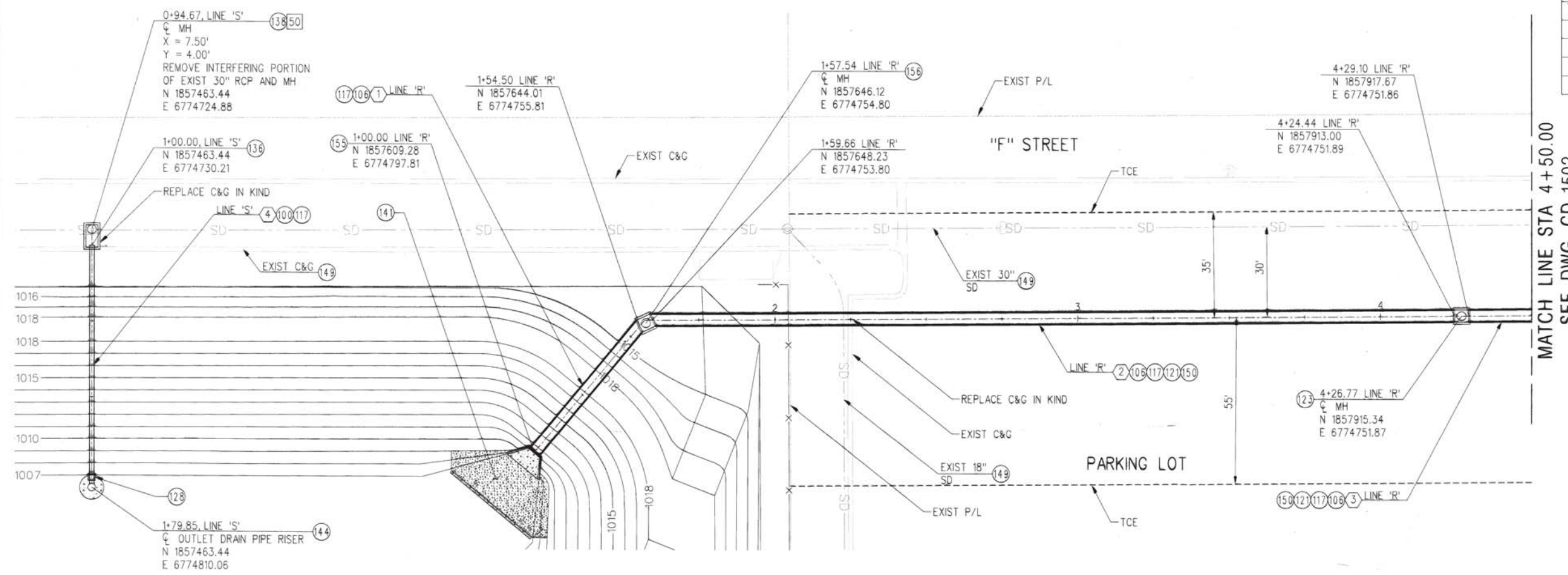
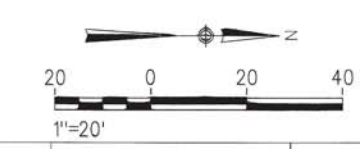
CONTRACT NO. IFB 14001	
DRAWING NO. CD-1500	
REVISION	SHEET NO. 292 OF 1167
SCALE 5/8"=100'	

STORM DRAIN DATA				
	BEARING	RADIUS	△	LENGTH
1	N 50° 24' 46" W	-	-	54.50'
2	N 0° 24' 46" W	-	-	264.78'
3	N 0° 24' 46" W	-	-	20.90'
4	N 90° 00' 00" E	-	-	78.60'

- NOTES:**
- SEE DWG CD-1500 FOR STORM DRAIN CONSTRUCTION NOTES.
 - CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
 - PROTECT IN PLACE UTILITIES UNLESS OTHERWISE NOTED.
 - SLOPES ARE IN FT/FT UNLESS OTHERWISE NOTED.
 - STORM DRAIN PIPE ENDS SHALL BE BEVELED TO MEET MANHOLE.
 - CONTRACTOR SHALL COORDINATE WITH BALL PARK STAFF TO TURN OFF IRRIGATION DURING EXCAVATION. CONTRACTOR SHALL LOCATE EXISTING LIGHTING, IRRIGATION LINES, AND SITE ELECTRIC WIRES; AND PROTECT THEM IN PLACE DURING ALL CONSTRUCTION ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE EXCAVATION, INSTALLATION, AND BACK FILL OF PROPOSED STORM DRAIN LINE.

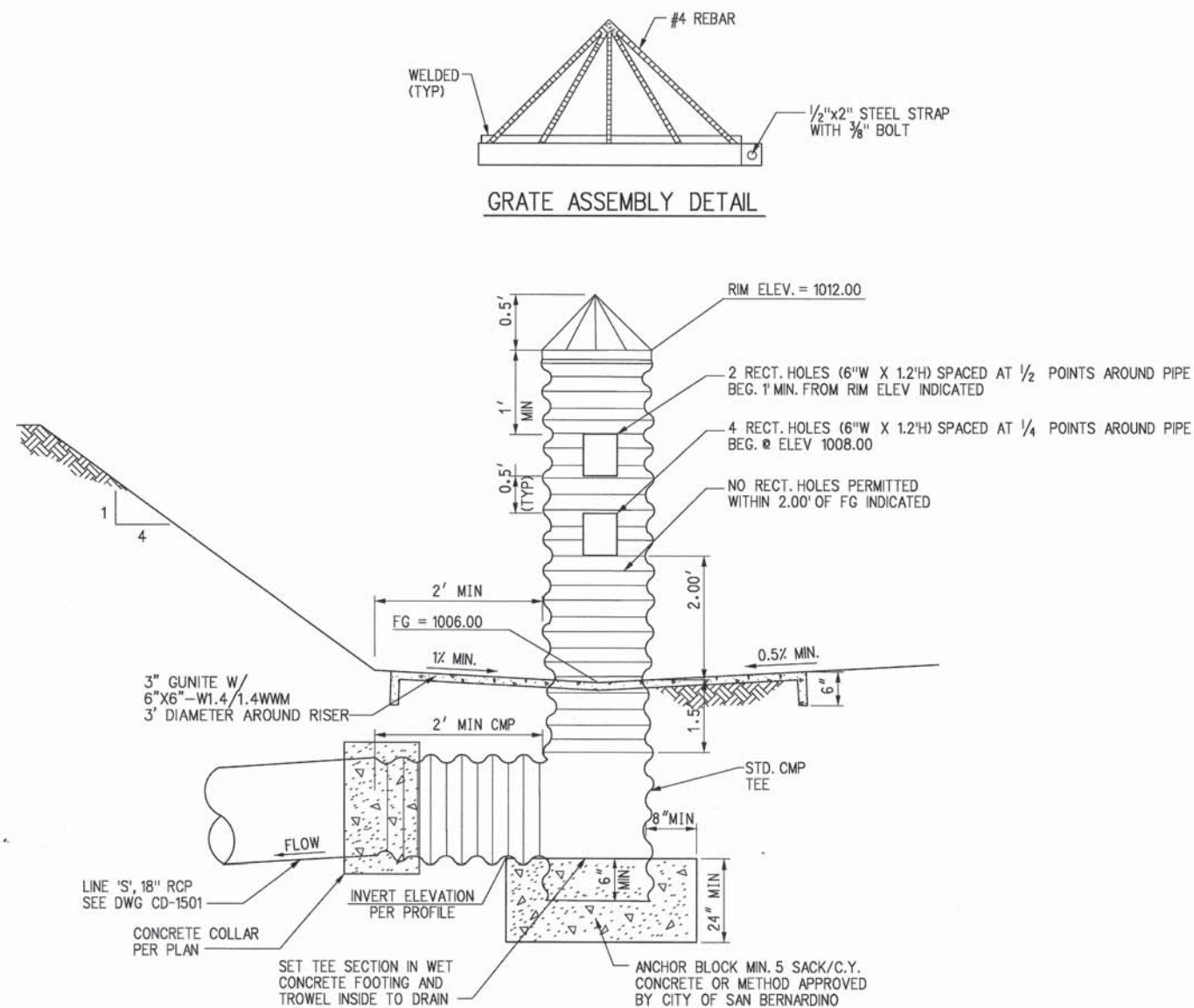
STORM DRAIN REMOVAL NOTE:

[50] REMOVE STORM DRAIN AND/OR STRUCTURE



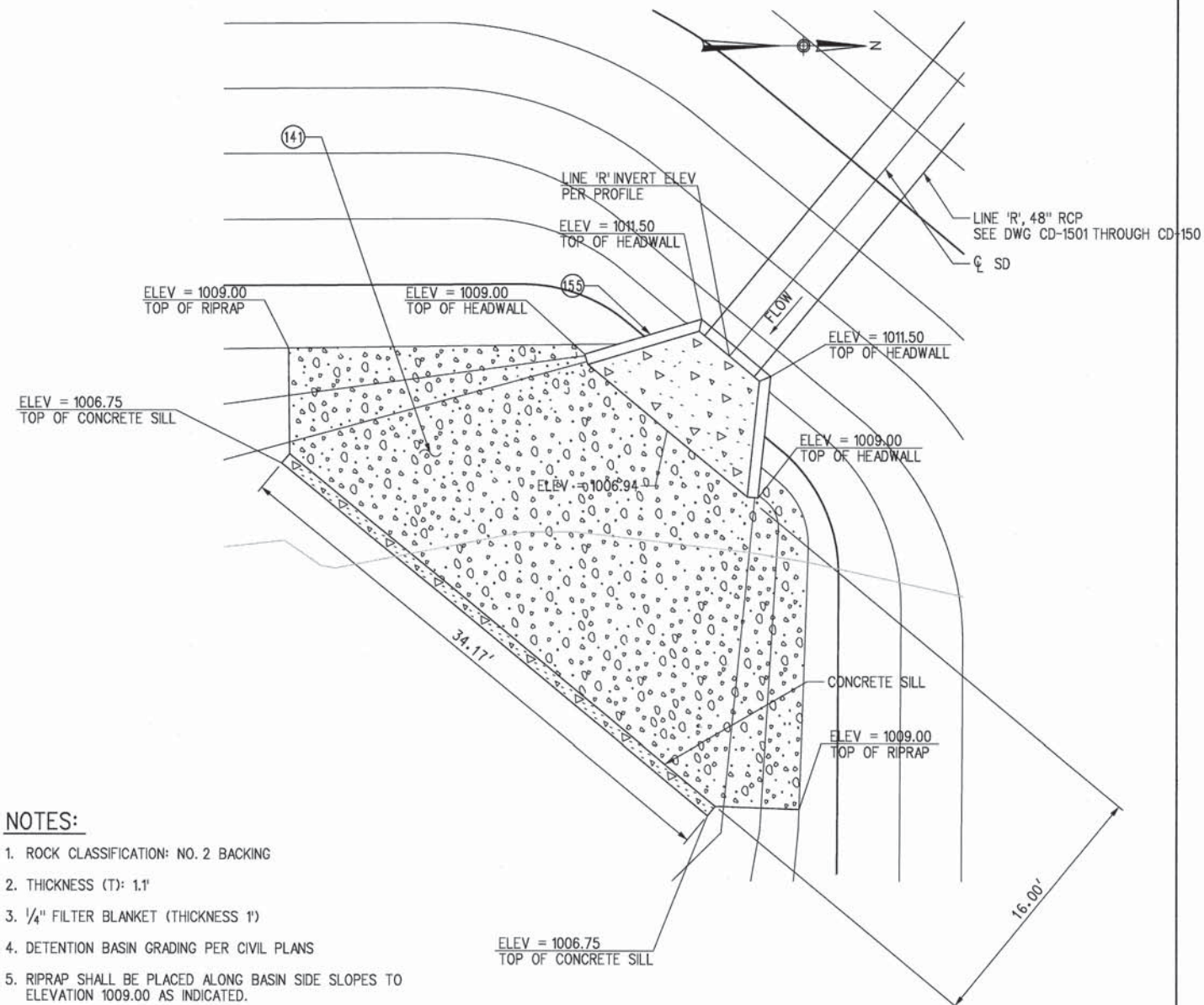
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 c:\pwworking\src\0491827\135119-C-9801.sht

DESIGNED BY L. HERNANDEZ DRAWN BY M. HEISHMAN CHECKED BY M. MEDINA APPROVED BY R. KLOVSKY DATE 8-7-13		CITY OF SAN BERNARDINO APPROVED <i>[Signature]</i> 1/19/2014 DWG NO. 12985 ROBERT G. EISENBEISZ CITY ENGINEER RCE NO. C54931 EXP 6-30-14		SAN BERNARDINO ASSOCIATED GOVERNMENTS HDR 2280 Market Street Suite 100 Riverside, Ca 92501-2110 SUBMITTED: PROJECT MANAGER		CONFORMED DRAWINGS DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT DETENTION BASIN STORM DRAIN PLAN AND PROFILE STA 1+00.00 TO 4+50.00 LINE 'R' AND LINE 'S'		CONTRACT NO. IFB 14001 DRAWING NO. CD-1501 REVISION SHEET NO. 293 OF 1167 SCALE 59 HORIZ 1"=20' VERT 1"=4'	
---	--	--	--	---	--	---	--	---	--



OUTLET DRAIN PIPE RISER DETAIL (1)
NO SCALE

- NOTES:
1. THE MIN. PIPE RISER SHALL BE A 30" DIA CORRUGATED METAL PIPE (CMP), 14 GA., OR AN ALTERNATE APPROVED BY THE CITY OF SAN BERNARDINO.





- NOTES:**
1. ROCK CLASSIFICATION: NO. 2 BACKING
 2. THICKNESS (T): 1.1'
 3. 1/4" FILTER BLANKET (THICKNESS 1')
 4. DETENTION BASIN GRADING PER CIVIL PLANS
 5. RIPRAP SHALL BE PLACED ALONG BASIN SIDE SLOPES TO ELEVATION 1009.00 AS INDICATED.

TYPE 1 RIPRAP OUTLET PROTECTION DETAIL (2)

- NOTES:
1. SEE DWG CD-1500 FOR STORM DRAIN CONSTRUCTION NOTES
 2. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.

[illegible]

DESIGNED BY L. HERNANDEZ	 CITY OF SAN BERNARDINO
DRAWN BY M. HEISHMAN	
CHECKED BY A. AMADOR	
APPROVED BY R. KLOVSKY	
DATE 8-7-13	APPROVED <u>8/7/2013</u> DWG NO. <u>12985</u>  ROBERT G. EISENBEIZ CITY ENGINEER
RCE NO. <u>C54931</u> EXP <u>8-30-14</u>	

Governments
SANBAG
Working Together

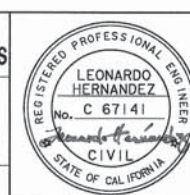
SAN BERNARDINO
ASSOCIATED GOVERNMENT:

HDR
HDR Engineering, Inc.

ONE COMPANY Many Solutions

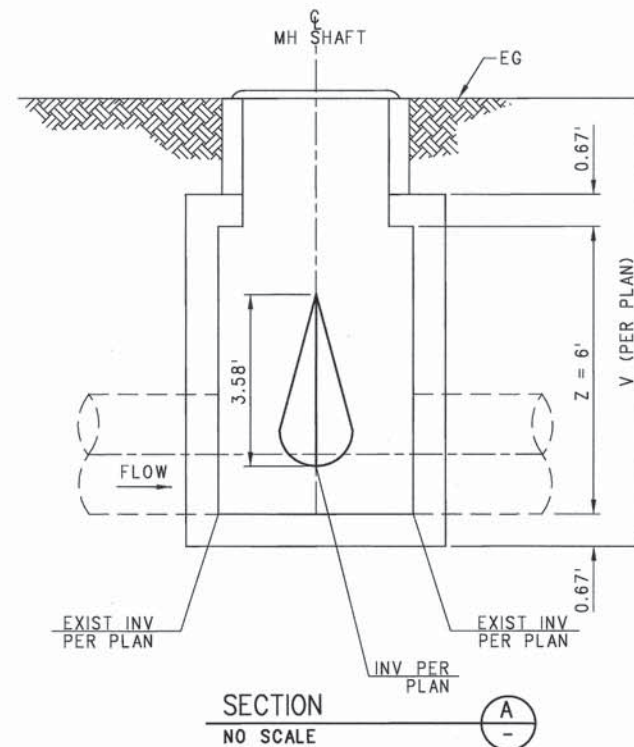
2280 Market Street
Suite 100
Riverside, Ca 92501-2110

SUBMITTED: _____



CONFORMED DRAWINGS
DOWNTOWN SAN BERNARDINO
PASSENGER RAIL PROJECT
DETENTION BASIN STORM DRAIN DETAILS

DWG # 12998	
CONTRACT NO. IFB 14001	
DRAWING NO. CD-1506	
REVISION	SHEET NO. 298 OF 1167
SCALE 60 AS SHOWN	

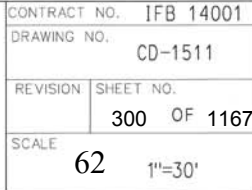


1. STEEL REINFORCEMENT SHALL BE PER SAN DIEGO REGIONAL STANDARD DWG. D-9.
2. PROPOSED 18" STORM DRAIN SHALL EXTEND 8" FROM THE INSIDE FACE OF STRUCTURE TO ALLOW FOR CONNECTION OF TIDEFLEX CHECK VALVE OR APPROVED EQUAL.



CONFORMED DRAWINGS
DOWNTOWN SAN BERNARDINO
PASSENGER RAIL PROJECT
DETENTION BASIN STORM DRAIN DETAILS

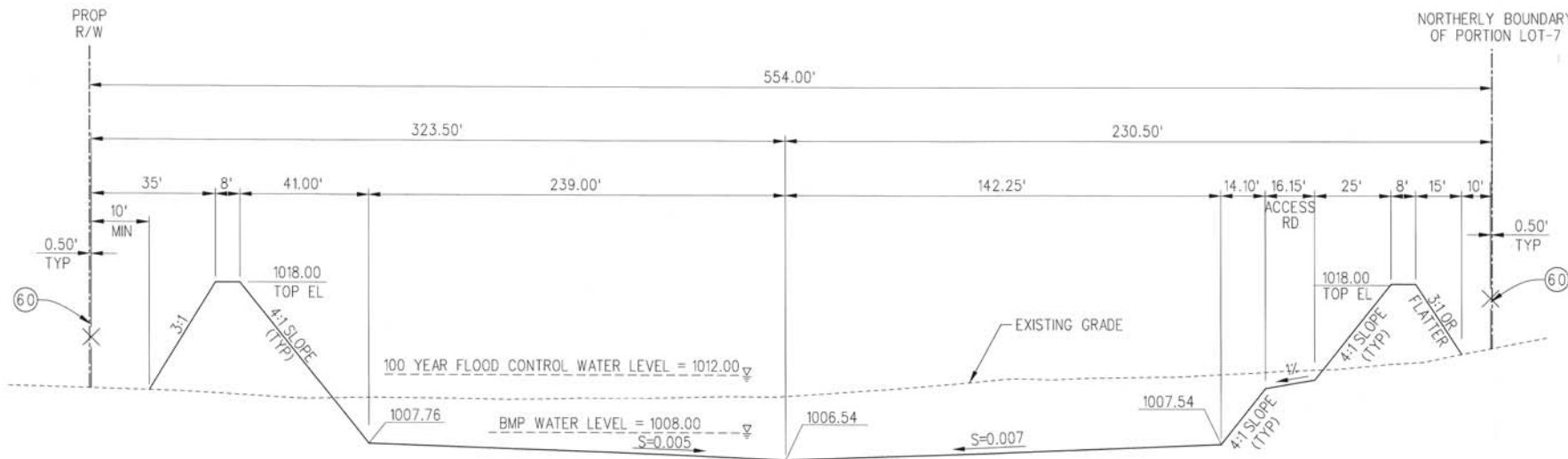
DWG # 12998	
CONTRACT NO. IFB 14001	
DRAWING NO. CD-1507	
REVISION	SHEET NO. 299 OF 1167
SCALE 61 NTS	



USER = spgastro

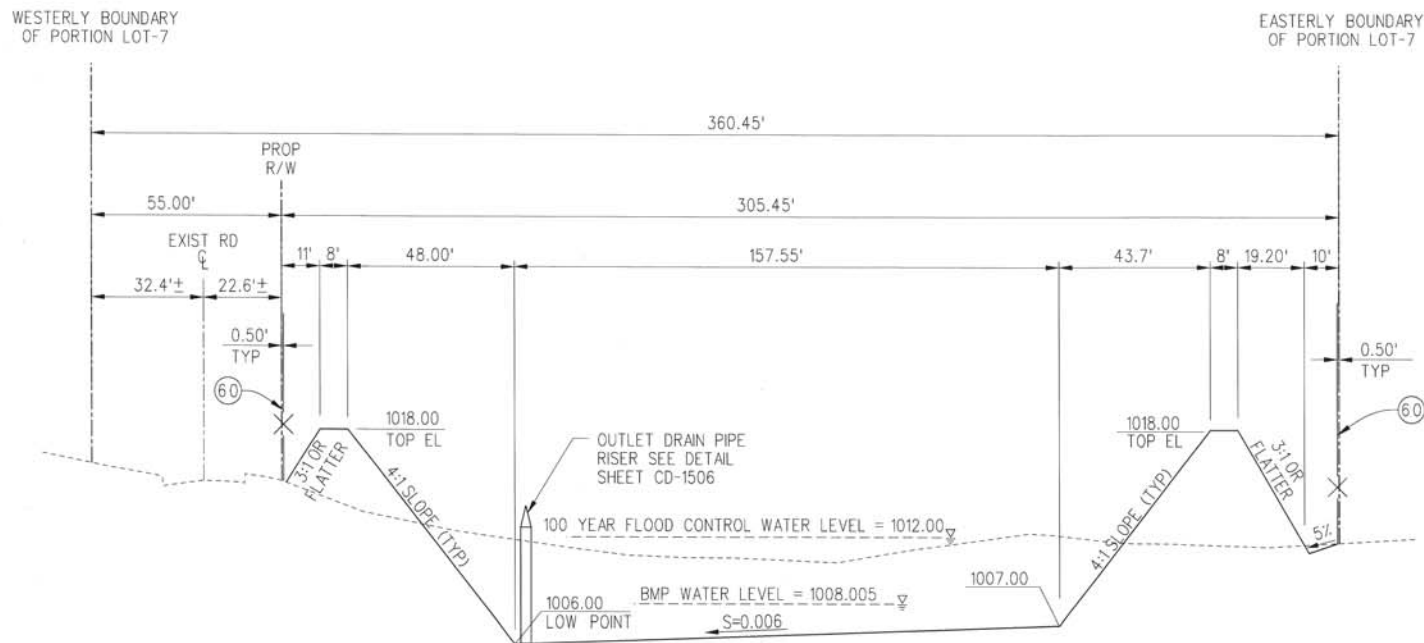
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OFFSET 207.50' FROM WESTERLY BOUNDARY OF PORTION LOT-7

SECTION A
NOT TO SCALE
CD-1511

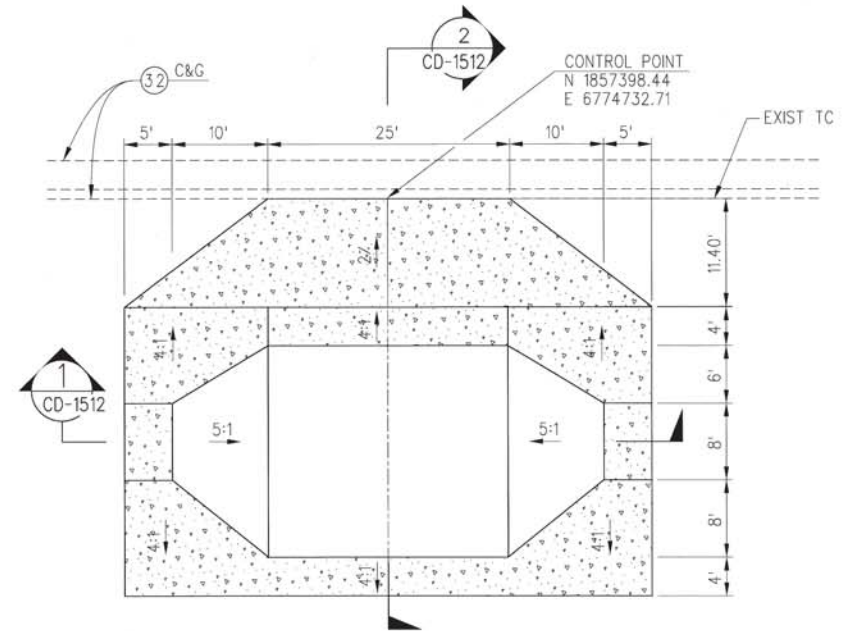


OFFSET 230.50' FROM NORTHERLY BOUNDARY OF PORTION LOT-7

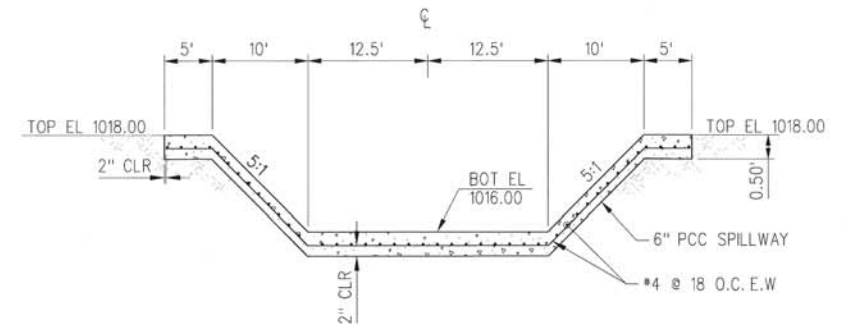
SECTION B
NOT TO SCALE
CD-1511

CONSTRUCTION NOTES:

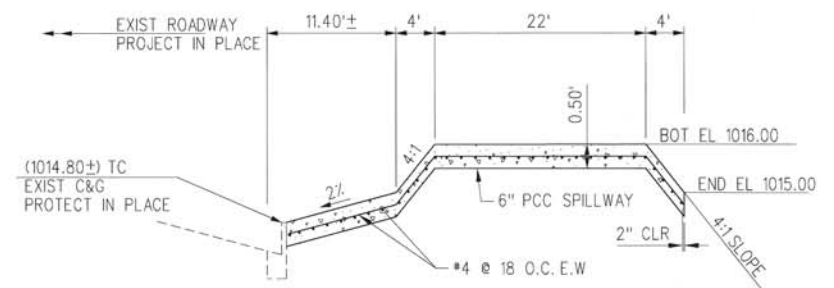
- 32 PROTECT IN PLACE
- 60 CONSTRUCT 6" TUBULAR STEEL FENCE PER SCRRS ES102



PLAN
NOT TO SCALE
CD-1512



SECTION 1
NOT TO SCALE
CD-1512



SECTION 2
NOT TO SCALE
CD-1512

SPILLWAY DETAIL C
NOT TO SCALE
CD-1511

CONFORMED DRAWINGS

**DOWNTOWN SAN BERNARDINO
PASSENGER RAIL PROJECT**
DETENTION BASIN
SECTIONS AND DETAILS

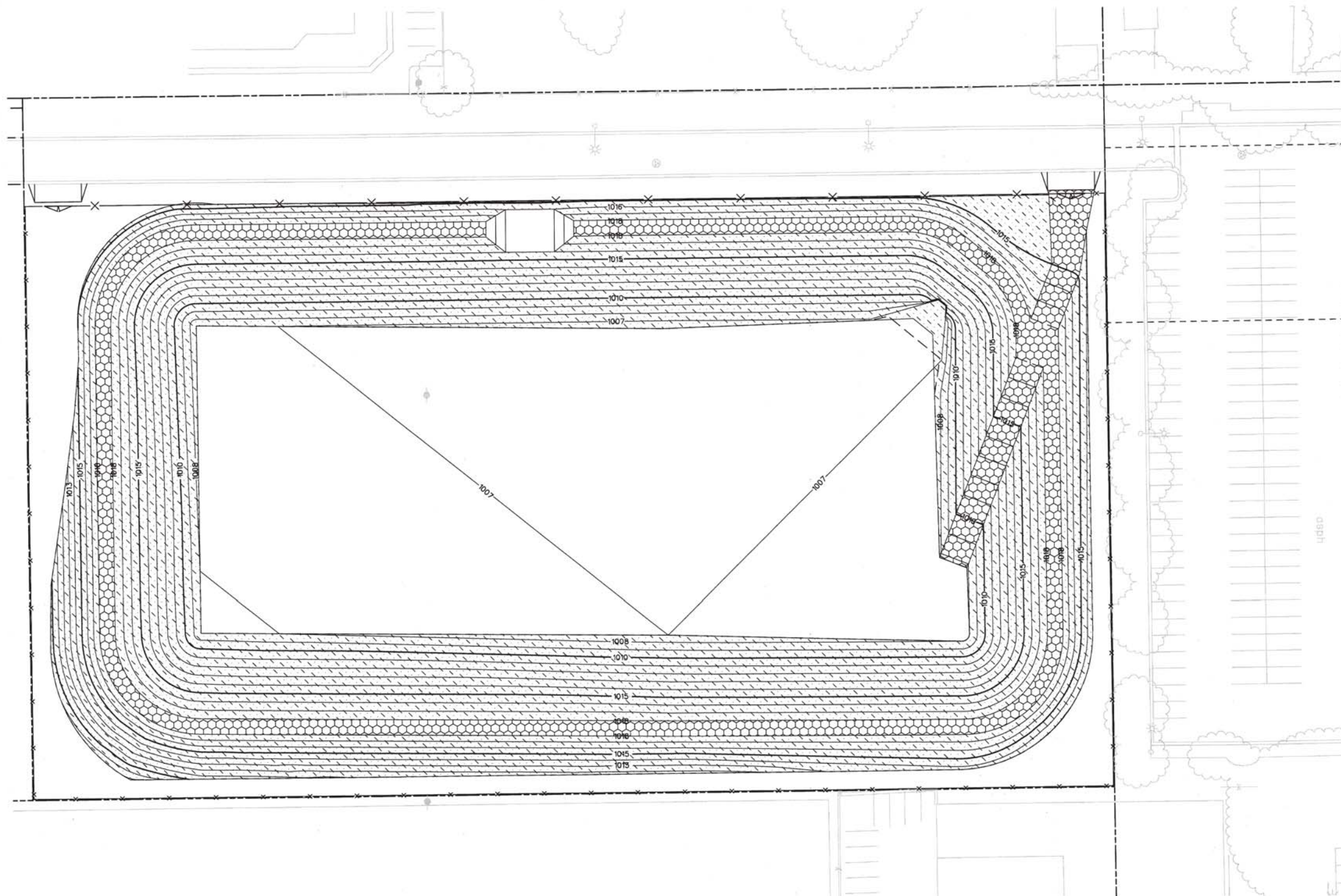
CONTRACT NO. IFB 14001
DRAWING NO. CD-1512
REVISION SHEET NO. 301 OF 1167
SCALE 63 NTS

DESIGNED BY J. TSENG
DRAWN BY N. BACANI
CHECKED BY M. HAGER
APPROVED BY R. KLOVSKY
DATE 8-9-13
CITY OF SAN BERNARDINO
APPROVED 1/23/14 2014 DWG NO. 12985
ROBERT G. EISENBEISZ
CITY ENGINEER
RCE NO. C54931
EXP 6-30-14








**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**
HDR
2280 Market Street
Suite 100
Riverside, Ca 92501-2110
SUBMITTED: PROJECT MANAGER

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPOLIS
No. 045570
CIVIL
STATE OF CALIFORNIA
1/23/14



























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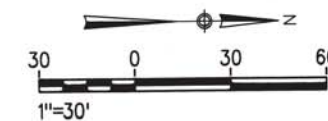


FURNISHINGS SCHEDULE

	BACKLESS BENCH	SEE SPECIFICATIONS AND DETAIL A19, SHEET LD-3004
	BACKED BENCH	SEE SPECIFICATIONS AND DETAIL A18, SHEET LD-3004
	TRASH RECEPTACLE	SEE SPECIFICATIONS AND DETAIL A21, SHEET LD-3005
	RECYCLING RECEPTACLE	SEE SPECIFICATIONS AND DETAIL A21, SHEET LD-3005
	BICYCLE RACKS	SEE SPECIFICATIONS AND DETAIL A20, SHEET LD-3004
	DECORATIVE SECURITY BOLLARD	SEE SPECIFICATIONS AND DETAIL A22, SHEET LD-3005
	LANDSCAPE EDGING	SEE DETAIL A14, SHEET LD-3003

LANDSCAPE LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY THIS SHEET
<u>TREES</u>				
	EXISTING TREE TO REMAIN			
	GLEDTISIA TRIACANTHOS	HONEY LOCUST	48"	
	PHOENIX CANARIENSIS	DATE PALM	12' BTH	
	PISTACIA CHINENSIS	CHINESE PISTACHE	36"	
	PINUS CANARIENSIS	CANARY ISLAND PINE	48"	
	CERCIDIUM FLORIDUM	PALO VERDE	36"	
	PROSOPIS CHILENSIS	THORNTLESS CHILEAN MESQUITE	48"	
<u>SHRUBS</u>				
	CISTUS PURPUREUS	ORCHID ROCKROSE	5-GAL	
	DASYLIRON ACROTICHE	GREEN DESERT SPOON	5-GAL	
	SALVIA CLEVELANDII	CLEVELAND SAGE	5-GAL	
	SALVIA GREGGII	AUTUMN SAGE	5-GAL	
	ROSMARINUS OFFICINALIS 'BLUE SPIRES'	BLUE SPIRES ROSEMARY	5-GAL	
	HESPERALOE PARVIFLORA	RED YUCCA	5-GAL	
<u>VINE</u>				
	FICUS PUMILA	CREEPING FIG	1-GAL	
<u>GROUNDCOVERS</u>				
	ACACIA REDOLENS 'DESERT CARPET'	PROSTRATE ACACIA	5-GAL	
	ACACIA REDOLENS 'GREEN CARPET'	NO COMMON NAME	5-GAL	
	MYOPORUM PARVIFOLIUM	MYOPORUM	1-GAL	
	PENNISETUM X ADVENA 'RUBRUM'	RED FOUNTAIN GRASS	5-GAL	
	PENNISETUM ORIENTALE	ORIENTAL FOUNTAIN GRASS	5-GAL	
	ROSMARINUS OFFICINALIS 'PROSTRATUS'	CREEPING ROSEMARY	5-GAL	
	LAMPBRANTHUS SPECTABILIS	TRAILING ICE PLANT	5-GAL	
	COTONEASTER SALICIFOLIUS	WILLOWLEAF COTONEASTER	5-GAL	
	BIOFILTRATION SEED MIX - SEE SHEET CD-1511 FOR DETENTION BASIN LAYOUT			76,966 SQ FT
	RESTORE TO PRE-CONSTRUCTION CONDITION			
	CALIFORNIA GOLD DECOMPOSED GRANITE MULCH. TOP OF MULCH SHALL BE 1 INCH BELOW TOP OF CURB			
	UC VERDE BUFFALO GRASS			



CONFORMED DRAWINGS

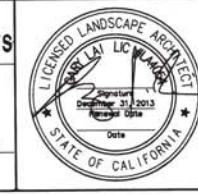
**DOWNTOWN SAN BERNARDINO
PASSENGER RAIL PROJECT**

DETENTION BASIN
LANDSCAPE PLAN

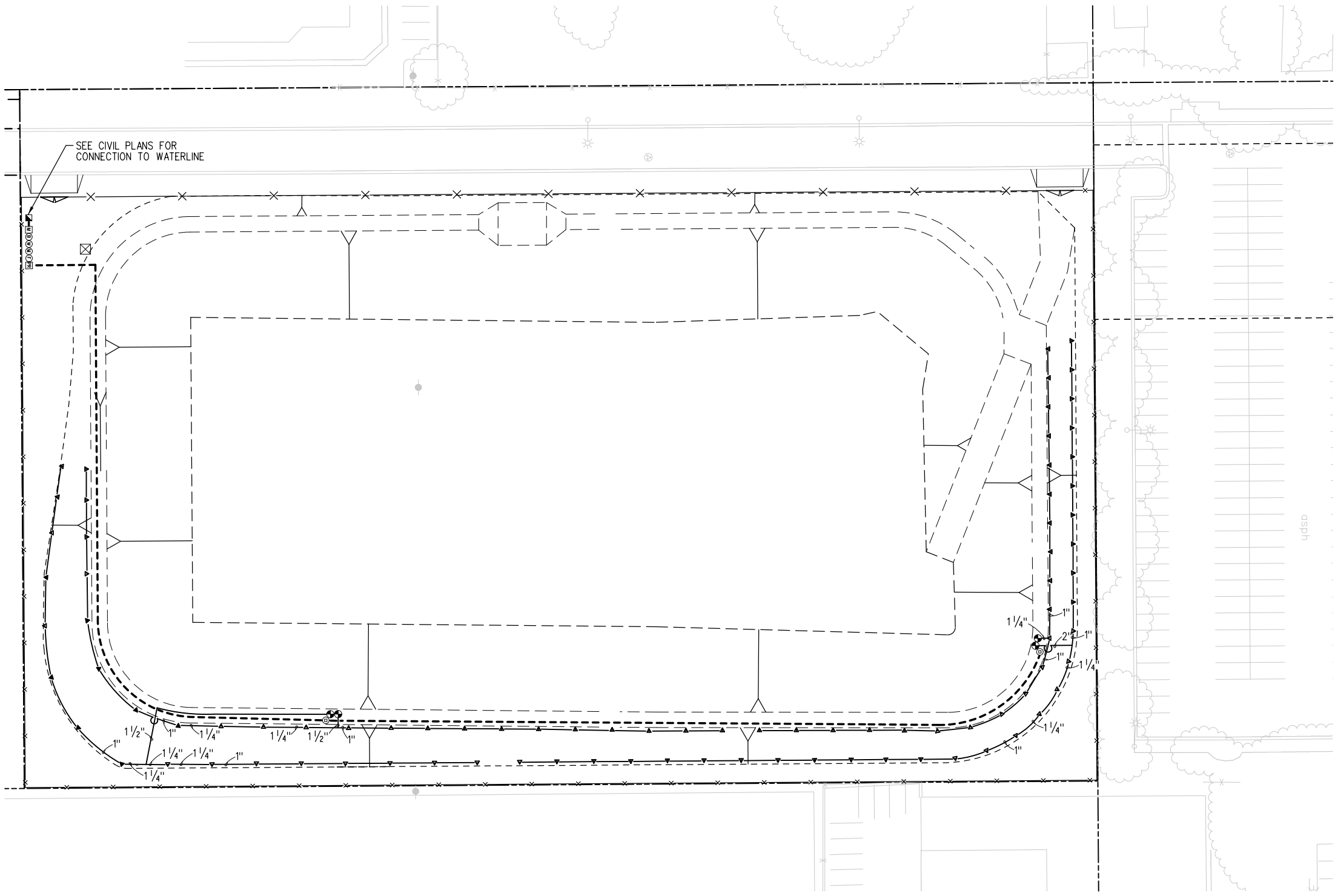
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DRAWING NO. LP-1511	
REVISION	SHEET NO.
	302 OF 1167
SCALE	
64 1"=30'	

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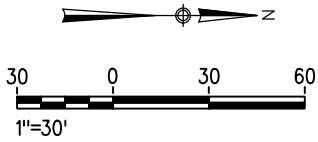
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<p>APPROVED: <u>1/30/</u> 2014 DWG NO. <u>12985</u></p> <p><i>[Signature]</i></p> <p>ROBERT G. EISENBEISZ RCE NO. <u>C54931</u> CITY ENGINEER EXP <u>6-30-14</u></p>	<p align="center">  </p> <p align="center">HDR Engineering, Inc.</p> <p align="right"> <i>ONE COMPANY</i> Many Solutions 2280 Market Street Suite 100 Riverside, Ca 92501-2110 </p>
	<p>SUBMITTED: _____</p> <p align="right">PROJECT MANAGER _____</p>



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VALVE TAG		
0.00-X	GALLONS PER MINUTE	S = SHRUB
0 X"	SIZE 1 = 1" SIZE	T = TREE
	1 1/2 = 1 1/2" SIZE	V = VINE
	CONTROLLER STATION	
EMITTER SCHEDULE		
PLANT SIZE	NUMBER OF EMITTERS	TOTAL GALLONS PER HOUR
1 GALLON	2	2
5 GALLON	2	4



IRRIGATION LEGEND					
SYMBOL	MANUFACTURER/MODEL	DETAIL	RADIUS	PSI	GPM
☒	HUNTER CONTROLLER I-CORE WITH WSS-SEN OR EQUAL MOUNTED INSIDE STRONGBOX SB-18SS HEAVY DUTY ENCLOSURE OR EQUAL WITH CONCRETE SERVICE PAD				
☒	HUNTER CONTROLLER X-CORE OR EQUAL MOUNTED TO EXTERIOR OF RESIDENCE				
Ⓜ	NEPTUNE TECHNOLOGY GROUP Meter T-10 (1" size) OR EQUAL				
Ⓢ	SPEARS OR EQUAL BALL VALVE NO DETAIL				
⦿	HUNTER VALVE PGV-101G-AS-ADJ OR EQUAL	A23, SHEET LD-3002			
⊕	HUNTER DRIP CONTROL KIT ICZ-101-25-R OR EQUAL	A9, SHEET LD-3002			
Ⓢ	FEBCO OR EQUAL BACKFLOW PREVENTER 825Y (2" SIZE)	A10, SHEET LD-3002			
Ⓢ	NELSON PRESSURE REGULATOR OR EQUAL	A4, SHEET LD-3001			
Ⓢ	WILKINS WYE FILTER S SERIES OR EQUAL	NO DETAIL	N/A		
⦿	HUNTER QUICK COUPLER HQ-33DRC-R OR EQUAL	A3, SHEET LD-3001			
Ⓢ	HUNTER MASTER CONTROL VALVE ICV-201G OR EQUAL	A5, SHEET LD-3001			
Ⓢ	HUNTER FLOW SENSOR HFS 150 WITH FCT-150 OR EQUAL	NO DETAIL	N/A		
⦿	SPEARS OR EQUAL ISOLATION GATE VALVE	A7, SHEET LD-3002			
⦿	HUNTER RZWS-18-50-CV (2 PER TREE AND 1 PER VINE) OR EQUAL	NO DETAIL	N/A	40	0.5
⦿	HUNTER PROS-12-PRS40-MSBN-50Q (4 PER PALM) OR EQUAL	NO DETAIL	1.5	40	0.5
⦿	HUNTER PROS-04-PRS30-CV-MP1000-90 OR EQUAL		14	40	0.19
⦿	HUNTER PROS-04-PRS30-CV-MP1000-180 OR EQUAL		14	40	0.37
⦿	HUNTER PROS-04-PRS30-CV-MP1000-360 OR EQUAL		14	40	0.75
⦿	HUNTER PROS-04-PRS30-CV-MP1000-90 OR EQUAL		20	40	0.4
⦿	HUNTER PROS-04-PRS30-CV-MP1000-180 OR EQUAL		19	40	0.74
⦿	HUNTER PROS-04-PRS30-CV-MP1000-360 OR EQUAL		19	40	1.47
⦿	HUNTER PROS-06-PRS40-CV-MP2000-180 OR EQUAL		19	40	0.74
⦿	HUNTER PROS-06-PRS40-CV-MP2000-210 OR EQUAL		19	40	0.86
⦿	HUNTER PROS-06-PRS40-CV-MP3000-180 OR EQUAL		30	40	1.82
⦿	HUNTER PROS-06-PRS40-CV-MP3000-210 OR EQUAL		30	40	2.12
☒	IRRIGATION SOURCE	SANTA FE DEPOT STATION			
	SOUTH 'E' STREET	AVAILABLE PRESSURE:			
	AVAILABLE PRESSURE: 60-70PSI	50-60PSI			
	SOCAL GAS	DHS SIDEWALK			
	AVAILABLE PRESSURE: 50PSI	AVAILABLE PRESSURE: 80-90PSI			
	RIALTO AVENUE	G STREET AVAILABLE			
	AVAILABLE PRESSURE: SEE CALLOUT ON DWG LI-1301	PRESSURE: SEE CALLOUT ON DWG LI-1301			
	NORTH K STREET	DETENTION BASIN			
	AVAILABLE PRESSURE:	AVAILABLE PRESSURE:			
	CONTRACTOR TO VERIFY	CONTRACTOR TO VERIFY			
☒	IMPERIAL TECHNICAL SERVICES SOLAR ASSEMBLY OR EQUAL ICA2-HU7-6/SOLSE/SLR1-410P-AFS-100				
⦿	MAINLINE	1 1/2" AND SMALLER (SCHEDULE 40)			
1 1/4"		2" AND LARGER (CLASS 315) SIZE PER PLAN			
---	LATERAL LINE	1" PVC SCHEDULE 40 UNLESS OTHERWISE NOTED			
---	PVC TO POLYETHYLENE CONNECTION	1" PVC SCHEDULE 40 UNLESS OTHERWISE NOTED			
---	SLEEVEING 4" PVC CLASS 200				

REV.	DATE	BY	SUB.	APP.

DESIGNED BY
A. COTTINI

DRAWN BY
P. PARAMO

CHECKED BY
M. HAGER

APPROVED BY
R. KLOVSKY

DATE
8-9-13

Governments
SANBAG
Working Together

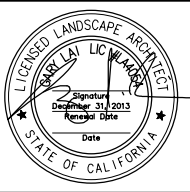
SAN BERNARDINO ASSOCIATED GOVERNMENTS

HDR
ONE COMPANY Many Solutions
2280 Market Street
Suite 100
Riverside, Ca 92501-2110

CONFORMED DRAWINGS

SUBMITTED: PROJECT MANAGER

APPROVED:



DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

DETENTION BASIN IRRIGATION PLAN

CONTRACT NO. **IFB 14001**

DRAWING NO. **LI-1511**

REVISION **303** SHEET NO. **OF 1167**

SCALE **65** **1"=30'**

ITEM # F1

DATE: December 6, 2017

TO: Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: CEO/GENERAL MANAGER'S REPORT

The CNG Station Completion Ceremony was held on 28 November. Interim Deputy Chair, Sam Spagnolo, addressed the 30 attendees on the benefits of the projects and Highland Mayor ProTem, Larry McCallon, spoke to the environmental benefits the project brought to the area. Operations and Safety Committee Chair, John Roberts was in attendance. The Operations & Safety Committee gave the initial approval for the Project. Erika Flores and members from the Center for Community Action and Environmental Justice (CCA EJ) attended as well as the contractor (GP Strategies) and representatives from Southern California Gas Company. Media was also present at the event. After the ceremony, the invitees were given a walking tour and operational brief on the CNG Fueling System.

The new Deputy General Manager, Erin Rogers, started work on 8 November. Her background includes nearly (30) thirty years of experience in the transit industry. She spent (16) years working for the Orange County Transportation Authority (OCTA) and her most recent tenure was as the Regional Vice President for MV Transportation, Inc.

For October, Omnitrans fixed route ridership was **UP 0.3%** vs. October 2016. This is the first month of year-over-year gain since January 2014 and sbX ridership surpassed the 3,300 mark for average daily boardings.

OMNITRANS CTSA YEAR 1

Mission Statement:

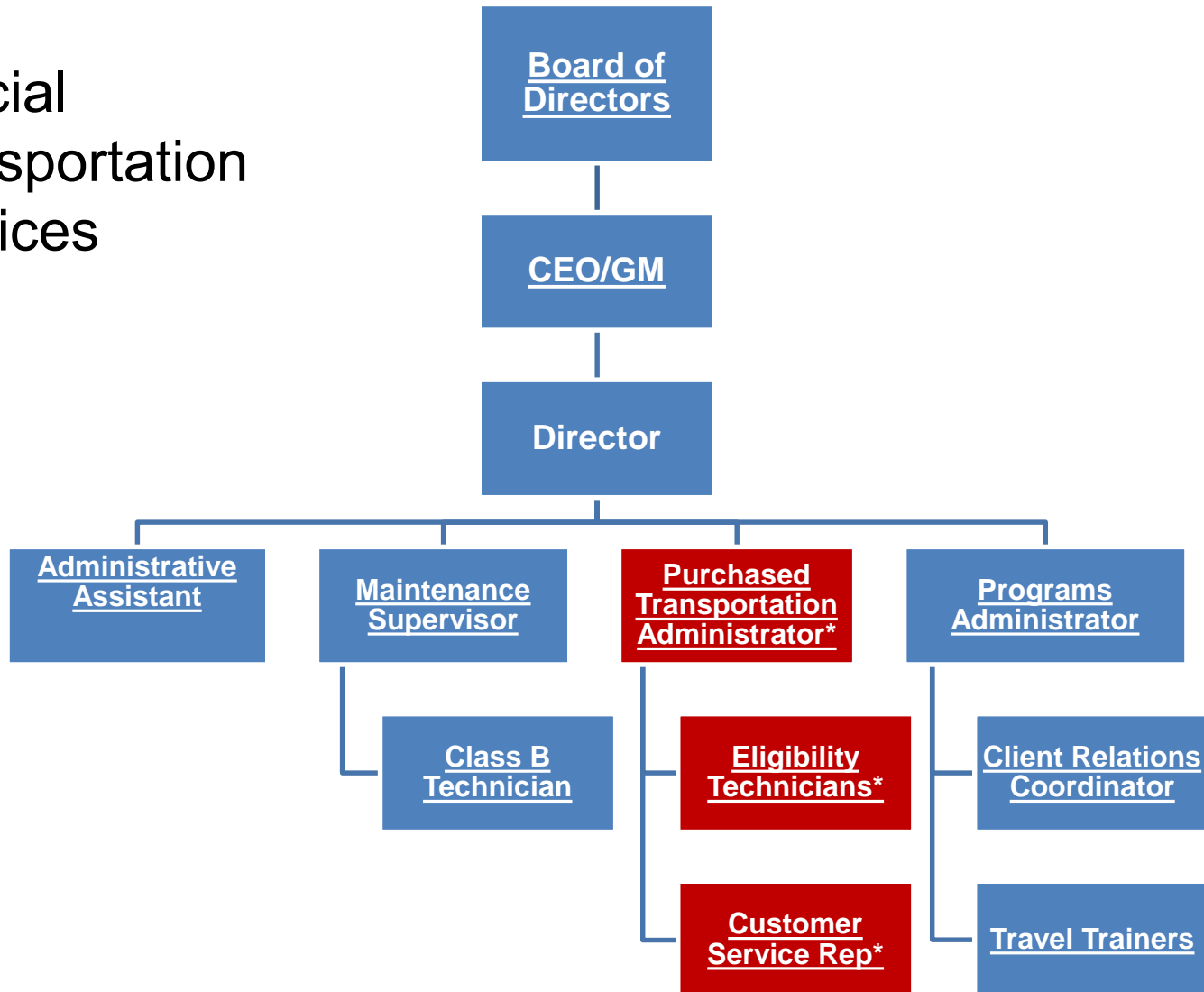
To improve the quality and effectiveness of transportation services to senior citizens and individuals with disabilities, through coordination of transportation services with social services and other charitable organizations within the San Bernardino Valley.

Background

- 2010, VTrans formed as the SB Valley Consolidated Transit Services Agency (CTSA) through June 2018.
- November 2015, SB County Transportation Commission approved Resolution No. 16-005 designating Omnitrans as a CTSA for the SB Valley for a five year term.
- May 2016, VTrans and Omnitrans Agreement to provide VTrans with various administrative and financial services for its established programs and to be Administrative Agent for VTrans and itself for the allocation of Measure I funds. VTrans employees hired by Omnitrans.
- July 2016, SBCTA and Omnitrans, for itself and as Administrative Agent on behalf of VTrans, entered into Contract No. 16-1001458 - Funding Operation of a CTSA to provide for the Coordination of Transit Services for seniors and persons with disabilities.

Omnitrans CTSA Structure

Special
Transportation
Services



Goals

- Derived from SBCTA Coordinated Public Transit – Human Services Transportation Coordination Plan:
 - Contract for and monitor ADA service;
 - Complement ADA service with programs that save dollars, extend trips to ADA certified and seniors and individuals with disabilities;
 - Promote and Coordinate Transportation Services; and
 - Identify mobility gaps and needs related to seniors and individuals with disabilities

Goals – cont.

- Derived from Omnitrans FY18 Strategic Plan:
 - Create Mobility Management Plan that increases/addresses mobility options for seniors and individuals with disabilities;
 - Increase community outreach;
 - Implement new, needs-based mobility programs;
 - Enhance current online tools to communicate available transit options; and
 - Maintain service-to-administrative cost ratio (65%:35%)

Budget Comparison FY16 – FY18

Category	FY16(P) VTrans	FY17(P) Omnitrans	FY18(P) Omnitrans
Payroll	\$702,828	\$455,683	\$439,392
Benefits & Taxes	\$289,281	\$269,100	\$252,352
Services			
Accounting	\$58,560	-	-
Legal	\$53,560	-	-
Consulting	\$28,000	-	-
Marketing	\$23,200	-	-
Payroll Processing	\$7,000	-	-
Prof & Tech Fees	-	\$46,658	\$4,500
Custodial	-	-	\$2,000
Security Services	-	-	\$600
Other	-	\$5,600	-
Total Services	\$170,320	\$52,258	\$7,100
Facilities	\$92,594	\$92,960	\$55,735
Total Expenses	\$1,255,023	\$870,001	\$754,579

CTSA Programs

Project	Measure I	5310/NF/ JARC	Expires	FY17 Passengers (167,456)
Central City Lutheran	X	X	12/31/2018	6,889 Passengers
Community Senior Services	X	X	12/31/2018	37,557 Passengers
Grand Terrace	X	X	11/30/2018	1,337 Passengers
IE 211	X	X	2/28/2018	
Industrial Support Services	X	X	12/31/2017	Not Yet Reported
OPARC	X	X	12/31/2018	18,359 Passengers
Pomona Valley Workshop	X	X	12/31/2018	47,164 Passengers
Redlands	X	X	11/30/2018	2,300 Passengers
RIDE: Taxi/Lyft	X	X		1,011 Passengers
YMCA – Ontario/Montclair	X	X	6/30/2018	14,121 Passengers
YMCA – Rancho/Fontana	X	X	6/30/2018	Vehicle Purchase
TREP/Volunteer Driver	X	X		16,888 Passengers
RTREP/Volunteer Driver	X	X	8/31/2018	21,830 Passengers
Travel Training	X	X		160 Trained - 2,912 Bus Trips
Maintenance Facility	X			73

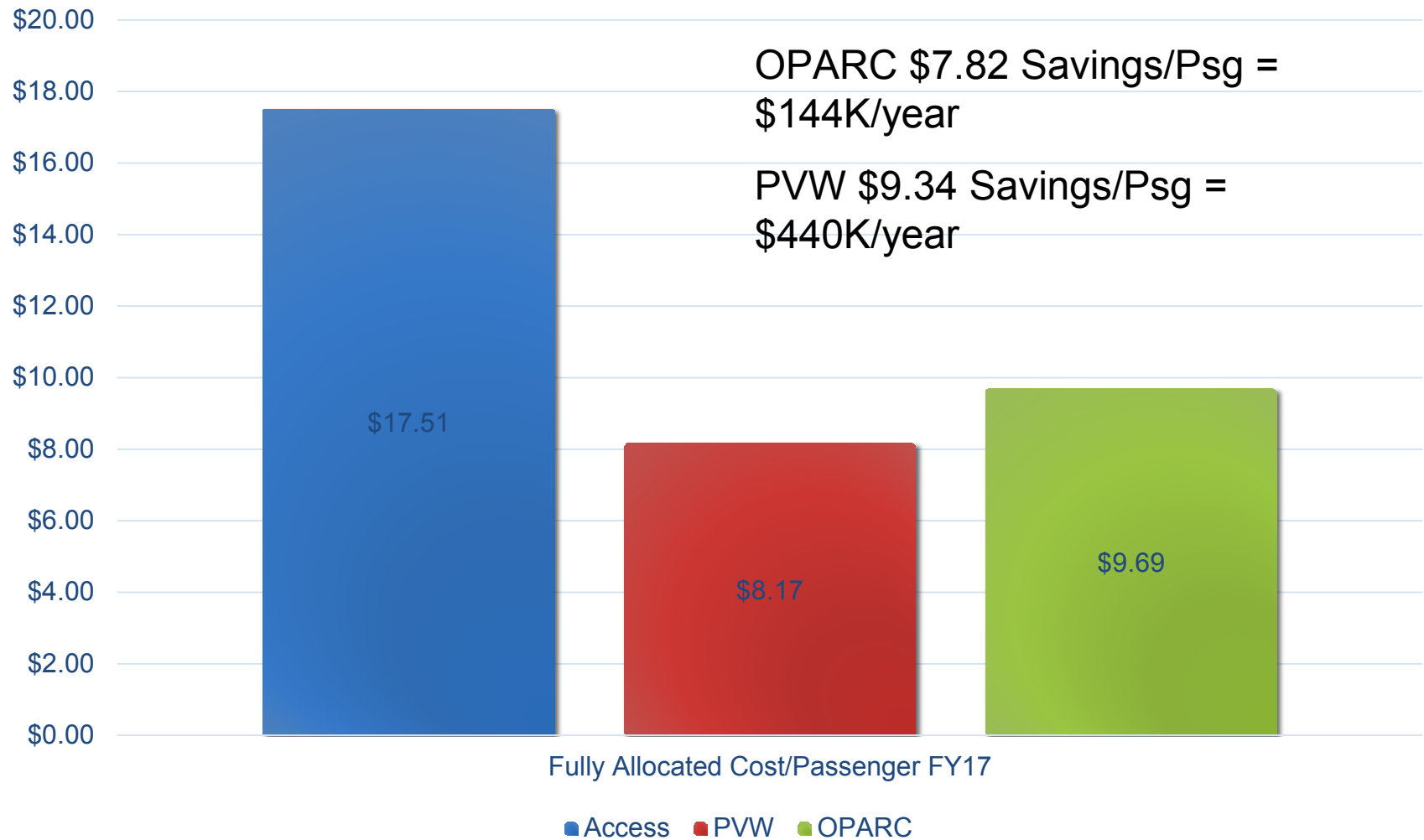
CTSA Programs Benefit Access

ADA passengers diverted to CTSA programs reduce demand for Access service, and:

- Reduces Operating costs from increased capacity; and
- Reduces Capital costs from increased capacity.



ACCESS/PVW/OPARC – Cost/Passenger



Travel Training & Community Outreach

- During the four (4) year period FY13 through FY16, 366 individuals were travel trained with a graduate rate of 86%.
- In FY17, 120 individuals were travel trained with a graduate rate of 89%.
 - Prior to August 2017, travel training graduates were issued one 31-Day Bus Pass. Farebox records show that these free bus passes generated approximately 3,000 bus rides, Average 25 rides/pass.
 - Effective August 2017, travel training graduates will be issued up to six (6) 31-Day Bus Passes. (RTA issues free passes for life)
 - On a monthly basis, farebox records will be reviewed for graduate pass usage. Graduates using the bus pass will be given another pass. Graduates not using the pass will be contacted to find out why the graduate is not using the bus. Additional follow up in this case might be required.

Travel Training & Community Outreach

In FY17, Staff attended various community and Omnitrans events to receive transportation needs of seniors and persons with disabilities; as well as presented CTSA program information on 42 occasions reaching over 2,000 potential customers and advocates:

- City Stakeholders
- Community Events
- Senior Housing
- Senior Fairs
- Health Fairs
- Senior/Disabled Organizations
- Schools

Call For Projects FY19

- Omnitrans, working closely with SBCTA, will be announcing the first-ever Omnitrans Measure I - Call for Projects this fall. Open to applicants in support of specialized transportation services for seniors and individuals with disabilities in the SB Valley area:
 - Local government authorities
 - Human and social service agencies
 - Private non-profit and charitable organizations
- Projects must be included in the Public Transit-Human Services Transportation Coordination Plan for San Bernardino County, 2016-2020.

Call For Projects FY19 - cont.

- Call for Projects covers two funding years: FY19 and FY20 with approximately \$600,000 available each year.
- Proposals will be evaluated by a panel consisting of Omnitrans, SBCTA, AMMA, PASTACC, and an outside Agency representative to be named.
- The panel will use the criteria set forth in the Public Transit-Human Services Transportation Coordination Plan for San Bernardino County, 2016/2020, which are:

Call For Projects FY19 – cont.

- Adequately address the unmet/underserved and individualized transportation needs of the targeted populations.
- Demonstrate coordination efforts between public transit and human service agencies.
- Be financially sustainable and provided in a cost-effective manner.
- Include measurable goals and objectives.
- Build or increase capacity or service quality in addressing mobility needs of the target populations.
- Leverage or maximize existing transportation services and/or funding.
- Measure I Share limited to 70% of project costs, with 30% matched by proposer.

Conclusion

- CTSA programs provide a vital service to seniors and individuals in the SB Valley area and do so economically:
 - Increased independence
 - Increased quality of life and self-worth
- CTSA costs have reduced substantially with Omnitrans.
- CTSA programs benefit Access:
 - Reduces Operating costs by limiting need to increase capacity to meet demand; and
 - Reduces Capital costs by limited need to increase capacity to meet demand.

ITEM # _____ F3

DATE: December 6, 2017

TO: Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: PROPOSED BOARD MEETING SCHEDULE FOR 2018

FORM MOTION

Adopt Calendar Year Board Meeting Schedule for 2018. The proposed Board Meeting Schedule is set for 8:00 a.m., the first Wednesday of each month, except on the dates noted below. The proposed Committee schedules are included as information only and will be voted on by each respective Committee at their next scheduled meeting. The Board and the Administrative and Finance Committee schedules coincide with SBCTA's 2018 meeting calendar. The Executive Committee is the same as the current 2017 schedule. The Operations and Safety and the Plans and Programs Committees previously met on an as-needed basis, however in an effort to provide consistency and ease of scheduling, staff is recommending that they meet on a quarterly basis. The proposed Committee Schedules are contained in the attachments.

January 10, 2018*
February 7, 2018
March 7, 2018
April 4, 2018
May 2, 2018
June 6, 2018
July 11, 2018*
August – No Meeting
September 5, 2018
October 3, 2018
November 7, 2018
December 5, 2018

*2nd Wednesday due to holiday. Please note that all dates coincide with SBCTA's proposed Board Meeting schedule for 2018.

PSG:JV

Attachments

DATE: December 6, 2017

TO: Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: PROPOSED EXECUTIVE COMMITTEE MEETING SCHEDULE FOR 2018

The proposed Executive Committee Meeting Schedule is set for 9:00 a.m., the first Friday of each month:

January 5, 2018
February 2, 2018
March 2, 2018
April 6, 2018
May 4, 2018
June 1, 2018
July 6, 2018
August 3, 2018
September 7, 2018
October 5, 2018
November 2, 2018
December 7, 2018

PSG:JV

DATE: December 6, 2017

TO: Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

**SUBJECT: PROPOSED ADMINISTRATIVE AND FINANCE COMMITTEE
MEETING SCHEDULE FOR 2018**

The proposed Administrative and Finance Committee Meeting Schedule is the same as the current 2017 schedule, which is 8:00 a.m., the second Thursday after the Omnitrans Board Meeting, except on the dates noted, which will be held on the third Thursday.

January 18, 2018*
February 15, 2018*
March 15, 2018*
April 12, 2018
May 10, 2018
June 14, 2018
July – No Meeting**
August 9, 2018
September 13, 2018
October 11, 2018
November 15, 2018*
December 13, 2018

* Meetings moved to the third Thursday to coincide with SBCTA's Committee Meeting schedule.

** As there is no Board Meeting in August, no Committee Meeting will be held in July.

PSG:JV

DATE: December 6, 2017

TO: Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

**SUBJECT: PROPOSED OPERATIONS AND SAFETY COMMITTEE MEETING
SCHEDULE FOR 2018**

The Operations & Safety Committee previously met on an as-needed basis, however in an effort to provide consistency, staff is recommending that the Committee meet on a quarterly basis beginning in February 2018 at 9:00 a.m., the fourth Wednesday of the month.

February 28, 2018
May 23, 2018
August 22, 2018
November 28, 2018

PSG:AB

DATE: December 6, 2017

TO: Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

**SUBJECT: PROPOSED PLANS AND PROGRAMS COMMITTEE MEETING
SCHEDULE FOR 2018**

The Plans and Programs Committee previously met on an as-needed basis, however in an effort to provide consistency, staff is recommending that the Committee meet on a quarterly basis beginning in January 2018 at 9:00 a.m., the fourth Wednesday of the month.

January 24, 2018
April 25, 2018
July 25, 2018
October 31, 2018*

* As there is California Transit Association Annual Conference in October, the meeting was moved to October 31, 2018.

PSG:AB

ITEM # _____ F4

DATE: December 6, 2017

TO: Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE SOLE SOURCE AMENDMENT 1 - CONTRACT ITS18-56
TRANSITMASTER SOFTWARE AND EQUIPMENT MAINTENANCE
AGREEMENT**

FORM MOTION

Authorize the CEO/General Manager to execute Amendment 1 to Contract ITS18-56 with Trapeze Software Group, Inc. of Cedar Rapids, IA, to increase the contract by \$286,226, plus a 10% contingency of \$28,623 for a new not-to-exceed amount of \$2,944,439.35.

BACKGROUND

On July 1, 2015, Omnitrans' Board of Directors approved award of a sole source contract for the renewal of TransitMaster Software and Equipment Maintenance for the Trapeze Fleet Operations System in the amount of \$2,629,590.35. Amendment 1 to Sole Source Contract ITS18-56, modifies the scope of work to add training, hardware support for the Radio Network Controllers (RNCs), and removes licenses for 107 paratransit vehicles.

The TransitMaster Software provides real time data to dispatchers. TransitMaster includes software support, 24x7 technical support, licensed software interface support, monthly web training, and online tracking of service tickets for Omnitrans' fleet of revenue and non-revenue vehicles.

In 2016, the paratransit fleet was converted from TransitMaster Integrated Vehicle Logic Units (IVLUs) to the DriverMate application resulting in a savings of approximately \$1 million in capital costs and a reduction in on-going operating costs including the reduction of 107 IVLUs licenses. The existing Software Maintenance Agreement for TransitMaster does not include hardware support for RNCs or annual software upgrades. Amending this Agreement allows for upgrades of the TransitMaster Software on an annual basis.

In accordance with FTA Circular 4220.1F, Section VI-17, procurement by noncompetitive proposals may be used when the manufacturer is the sole provider of the items compatible with

existing equipment/systems and when the equipment/systems are not interchangeable with similar parts and equipment from other manufacturers.

A cost analysis was conducted and pricing is deemed fair and reasonable as the quote of \$286,226 from Trapeze Software Group, Inc. is \$36,107 less than the Independent Cost Estimate (ICE) of \$250,119.

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

FUNDING SOURCES

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

Department	1320
Expenditure Code	505170

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

Omnitrans' Management Plan Strategic Initiative 5 – Technology Optimization – Increase capacity to provide new, innovative technology solutions and enhance existing ones.

CONCLUSION

Approval of Amendment 1 will allow for hardware support for Omnitrans' RNCs, training and annual software upgrades.

PSG:EFP:KNT

ATTACHMENT A

SCHEDULE OF COVERED SOFTWARE & EQUIPMENT

SOFTWARE

The following Software modules and workstations are released and installed as part of the San Bernardino (OMNI) TransitMaster™ system.

Table 1 – Covered Software Modules and Workstations

Description
BASE TRANSITMASTER FIXED ROUTE CONTROL CENTER SOFTWARE TMRouter, TMCalc, TMLogger, TMWorkAssignments, TMOpsCommSvr, TMTracker
GIS AND SURVEY TOOLS
FIXED ROUTE AND PARATRANSIT SCHEDULING SYSTEM INTERFACE TMRouteManager application including the data import wizard
BASE TRANSITMASTER COMMUNICATIONS SOFTWARE Multi-Channel Controller (MCC) software which interfaces with the method used by the vehicles for data
INFO SERVER SOFTWARE DataMart
ROSTERING SYSTEM INTERFACE
TRANSITMASTER RADIO NETWORK CONTROLLER (RNC) SOFTWARE
STANDARD AVL AND COMMUNICATION <u>MOBILE SOFTWARE</u> FOR VEHICLES, INCLUDING: <ul style="list-style-type: none"> ▪ (182) FIXED ROUTE VEHICLES
SUPPORT FOR TRANSITMASTER WORKSTATIONS (up to 5) Includes: BusOps, AVL Map (integrated into BusOps) and Playback. Mobile Dispatch, System admin; TMConfig, Security Manager, IDS Config, MCC Viewer (data radio only) Client Monitor, Incident Manager, Vehicle Assignments and TMPlanner. And any other TransitMaster applications not defined.
APC CONTROL SOFTWARE
LOUD AND CLEAR MOBILE SOFTWARE Integrated with the onboard mobile software
ANNUNCIATOR STUDIO

Software Maintenance Program Pricing includes:

- Software modules and workstations as noted in Table 1. Workstation support assumes the number of workstations supported is already licensed.
- 24 x 7 Remote priority 1 technical support via the Trapeze Customer Care Service Desk.
- 8 am to 8 pm EST business day technical support for lower priority issues via the Trapeze Customer Care Service Desk
- Central system and mobile vehicle system software support.
- Licensed software interface support (in-vehicle interfaces are included; central system interfaces may be separately priced).
- Software license for software updates and upgrades.
- One (1) Client Engineer visits for one (1) week each to consult, diagnose, repair, etc. annually has been provided. To include the following training;
 - 8 Hours of TM Software Installation
 - a. (2 hours) Administration / Configuration of server side software For IT
 - b. (2 hour) TM FTP Usage / How to use TM Route Manager and Troubleshoot
 - c. (4 Hours) How to use Survey tool for Field Supervisors. (Split into 2 - 2 hour sessions)
 - 8 Hours of On Bus Hardware training
 - a. Installation / Configuration / Troubleshooting / Card programming
 - b. APC Tuning and troubleshooting
 - c. Single Sign On between IVLU + Headway Sign and IVLU and Farebox
- Two (2) annual User Conference general session registrations per year have been provided. Expenses are the responsibility of San Bernardino.
- Monthly Web training session invitations.
- On-line tracking ability for queued service tickets.
- One SOFTWARE UPGRADE Service to be provided during each year of this agreement. Statement of Work to be provided by Trapeze before upgrade services commence.

EQUIPMENT

The following equipment covered by this Agreement includes all sub-assemblies except mobile radios. The part numbers are the master part numbers from which all serialized sub-components are referenced.

Table 2 – Covered Equipment and Quantities

Description	Qty	Base/ Option
Touch Mobile Data Terminal (MDT)	182	Base
Integrated Vehicle Logic Unit (VI IVLU)	182	Base

Equipment Maintenance Program Pricing includes:

- Equipment and quantities as noted in Table 2.
- Return Material Authorization (RMA) coordination with Buyer's staff.
- Thirty (30) calendar day repair turn around time from receipt at Trapeze facility to Buyer's facility.
- On-line tracking capability for queued repairs.
- Repair at the Trapeze facility.

ATTACHMENT B

PRICING & PAYMENT SCHEDULE

Omnitrans

Item Description	Quantity			
		Base	Base	Base
		Maintenance	Maintenance	Maintenance
		7/2017-6/2018	7/2018-6/2019	7/2019-6/2020
Standard SW Support - TransitMaster Fixed Route Vehicle	182	198,016	207,844	218,218
SOFTWARE MAINTENANCE - BASE		198,016	207,844	218,218
Standard HW Support - Fixed Route xVLU/MTT	182	57,876	60,788	63,882
Standard HW Support - RNC	2	1,158	1,216	1,276
HARDWARE MAINTENANCE - BASE		59,034	62,004	65,158
UPGRADE SERVICES	3	110,250	115,763	121,551
PROFESSIONAL SERVICES - BASE		110,250	115,763	121,551
MANAGEMENT DISCOUNT - MULTI-YEAR AGREEMENT		(36,730)	(38,561)	(40,493)
DISCOUNTS - BASE		(36,730)	(38,561)	(40,493)
TOTAL ANNUAL MAINTENANCE AGREEMENT		330,570	347,050	364,434

Coverage term:

- The coverage term will span July 1st, 2017 to June 30, 2020.

Invoicing:

- Invoicing occurs annually, typically 90-days in advance of the coverage term anniversary date with the exception of the first year
- Additional charges **may apply** more frequent billing (PLUS 1.5% quarterly).
- Coverage is not in effect until payment is received by Trapeze.
- Lapses in coverage are subject to additional charges to bring coverage current.

Optional Time & Materials ("T&M") Services:

- Customers with an active support agreement are eligible to request repair for hardware equipment not specifically covered under the maintenance agreement. T&M services may be initiated by 1) sending a Purchase Order to Trapeze for T&M repairs, and 2), requesting material return using the Return Material Authorization ("RMA") process, as described in Exhibit c.
- T&M services shall be directly invoiced upon completion of the work.
- After the diagnosis and testing is complete and a problem has been found, a quote for repair will be sent to the Buyer.
 - Buyer has fourteen (14) calendar days to respond to Trapeze with Buyer's desire to repair, or have Trapeze return the unit to the Buyer unrepared.
 - If the Buyer chooses to not repair the unit, or if the Buyer exceeds the fourteen (14) calendar days without responding to Trapeze request for disposition on the unit, the unit will be returned to the Buyer. Time and Material rates and minimum fees shall apply.
- Equipment returned for repair determined by Trapeze to be No Trouble Found ("NTF") or No Fault Found ("NFF") is subject to the Time and Material rates and minimum fees.

Time & Materials Rate Schedule	
Bench Fee	\$275 minimum
Diagnosis and Testing	\$200.00/hour (1 hour minimum)
Equipment Repair Rates	\$200.00/hour plus Parts & Shipping

Other Optional Program Pricing includes:

- On-site Field Service Engineer is \$1,500 per day plus travel expenses.
- On-site Project Engineer is \$1,750 per day plus travel expenses.
- On-site Training is \$1,750 per day plus travel expenses.
- Deployment Services are \$1,750 per day, plus any applicable travel expenses
- Additional TransitMaster™ workstation license \$8,500; additional annual TransitMaster™ workstation software maintenance support \$1,750.
- The above daily labor rates are the standard rates at the time of writing this agreement, and are subject to change without notice.



ATTACHMENT C

RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS

All items returned to Seller must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number and Buyer contact. For vehicle installed equipment please provide the vehicle id, vehicle make/model and vehicle year.

Buyers who have equipment needing repair, having received Trapeze approval for the repair shall follow the procedure outlined below:

Buyer (or authorized representative) has equipment needing repair.

Buyer (or authorized representative) provides to Seller: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto www.MyTrapeze.com and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) corresponding problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the Buyer (or authorized representative).

The Buyer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:

Trapeze Software Group
5265 Rockwell Dr NE
Cedar Rapids, IA 52402
Attention: RMA Department
1-877-411-8727

Packing

- Buyer (or authorized representative) places all equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. Seller will provide non-static bags at Buyer's request. Buyer shall place a copy of the CRG Form, which shall be provided by Seller at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. Buyer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Buyer property and must be protected during shipping and through the entire return process.
- Use the values on the commercial invoice for entering the 'Value for Customs' on shipping forms (for International shipments)
- Do not enter a 'Total Declared Value for Carriage'. (For International shipments)
- Mark the RMA number on the top of the outside boxes.
- Attach one copy of the commercial invoice to each box (for international shipments)
- Attach the waybill.

Please note:

- Trapeze will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.
- Buyer is responsible for shipping to and from Trapeze on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.
- If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department (cc@trapezegroup.com).

ATTACHMENT D

TRANSITMASTER™ UPGRADE STATEMENT OF WORK

General Description of Project:

This Statement of Work ("SOW") describes tasks to be performed by Trapeze Software Group, Inc. (Trapeze) for the TransitMaster™ ("TM") Fixed Side (Dispatch) software upgrade for the Omnitrans TM system. Tasks involve the backup of the existing TM software version and associated databases, the installation of the upgraded TM software, the upgrade of individual dispatch workstations and operational state verification of the upgraded TM software.

Trapeze's Responsibilities:

Trapeze will coordinate with OMNITRANS to ensure the accessibility to the dispatch center and all server rooms, towers, garages and associated facilities as is necessary until project completion. Trapeze will provide one (1) project engineer to be on-site for up to but not to exceed four (4) days for customer testing and cut over and provide up to but not exceed three (3) days for new feature training.

Trapeze will provide one (1) trainer to be on-site for up to but not exceed three (3) days of on-site training as described in the Training section.

Trapeze shall have the authority over the installation of all equipment and systems. All communications regarding the upgrade, approval of work and workmanship should flow through Trapeze representatives on-site.

Omnitrans Responsibilities:

OMNITRANS will be required to provide Trapeze access to all workplaces necessary to perform all installation of the required TM software. The necessary requirements OMNITRANS must deploy to meet all mandatory obligations follows (if applicable):

- Access to a secure and locked storage facility available for access by Trapeze personnel. This would only be required if hardware is involved as part of the upgrade. If the upgrade is software only, then a locked storage facility would not be needed.
- Parking access near the installation area for a service vehicle for the transport of personnel, materials and tools by Trapeze.
- Identification badges for all Trapeze personnel working at each installation site.
- Authorized personnel to coordinate and support acceptance testing with Trapeze personnel.
- Remote dial in VPN connection required for factory technician support.
- Provisioning of virtual machines in existing VMware environment for production and testing systems.
- Affected Software:
 - Base TransitMaster™ control center software
 - GIS and survey tools
 - Fixed route scheduling system interface
 - Base TransitMaster™ communications software including TDMA communications subsystem
 - Datamart™

- Any other TransitMaster™ licensed interfaces
- Licensing
 - The current license count from the original contract and any purchased changes prior to the upgrade will apply to the upgraded TransitMaster™ software system.
- Operating System
 - The TransitMaster™ software version will be upgraded to **version** requested.
 - Note: Minimum operating system and SQL Server version requirements are subject to change with newer versions of TransitMaster™. Trapeze will notify OMNITRANS of any changes to the minimum requirements during the planning phase of future upgrades. It is the responsibility of OMNITRANS to upgrade the operating systems prior to the TransitMaster™ software upgrade.
 - Note: It is expected that operating system upgrades and SQL Server upgrades will be coordinated between Trapeze and OMNITRANS as part of the upgrade schedule.

Software Upgrade high level Phases:

Notice to proceed (NTP) & Operational overview

Discuss and define upgrade schedule and review client's TransitMaster™ ITS operations in terms of Network, Vehicle, and System features (fixed and any non-revenue applications if needed). This phase will be with customer involvement.

Deployment Testing

Create testing environment within the Trapeze ITS deployment lab that simulates the client's ITS environment. Obtain current backup of client's TransitMaster™ databases and convert to upgrade version. This phase is an internal check of client's ITS system to validate upgrade stability and integration to existing software and hardware interfaces.

On-Site Work Plan and actual upgrade

These activities involve transition from the production databases to the new converted upgrade system version. Many critical activities are completed during this phase:

- Transition server data (database conversion) to new version, including Application and DataMart servers
- Mobile software preparation and vehicle configuration
- Signup import & merge
- Create & stage Route files
- Replication set-up (if applicable)
- Upgrade dispatch workstations for both fixed route and non-revenue (if needed)
- Validate FTP service
- Validate functionality

- Validate error logs

A detailed plan will be delivered to client for approval and consideration of client resources needed to carry out these upgrade activities, as well as operational expectations during on-site work.

Post upgrade support

The objective on this final phase is to continue validating upgrade activities and assure system stability and functionality over time. Some of the activities addressed are new feature training activities, issues resolution, and general support.

Project Management Work Plan:

Trapeze shall provide project management support for the duration of this project phase. The Trapeze project manager will be responsible for ensuring that project requirements are communicated and understood and milestones are met. The project manager will be the key point of contact for OMNITRANS during the project. We request that OMNITRANS also assign a project manager. The two project managers will work together to ensure that regular dialogue is maintained through an established channel.

The Trapeze project manager shall provide the following key services:

- **Scope Management.** The project manager is the link between the client's requirements, the contract/agreement, the deliverable specifications and the project's scope of work. The project manager is critical to defining and documenting the tasks and deliverables necessary to complete the project. The project manager ensures that the project's resources remain focused on the project objectives.
- **Integration Management.** While subject matter experts may be brought onto the project for specific purposes, the project manager understands the project as a whole and ensures that project deliverables are achieved in the right sequence and at the right time. The master project schedule is an output of Integration Management.
- **Communication Management.** The project manager is essential to the effective flow of information throughout the project. As the accumulator, archiver and librarian of the project records, the project manager is also responsible for ensuring that information is distributed to the appropriate individuals in a timely manner. Examples of communication management include issue lists, weekly progress reporting, scheduled weekly teleconferences, and contract administration.
- **Resource Management.** The project manager ensures that the most appropriate Trapeze resources are allocated to the project at the correct time. The Trapeze project manager also specifies what kinds of project resources are required from the client and when they are needed.

Project Plan Delivery:

The Trapeze Transit System Specialist is responsible for managing scope, cost, schedule, communications, human resources, integration, risk, quality, change orders and procurement. This approach has proven to be successful when managing complex ITS System deployments.

Trapeze understands project success is measured by the thorough integration into the existing OMNITRANS ITS system and that success can only be realized with a sound management approach and business style from Trapeze. Trapeze tailors an implementation solution to meet the customer's specific needs as presented in this delivery proposal. Communication with the right decision makers and receiving accurate and consistent feedback will promote success and customer satisfaction with this implementation objective. The following strategic overview provides a description of the phases for this project.

Project Delivery meets Project Standards:

Already in the Project Management overview we have described a number of quality assurance processes that proactively and positively assist ensuring that the project remains soundly managed and on schedule.

The Project Management overview includes a detailed description of the Project Standard that we follow. One of the key aspects of this model is the quality gate process which, for critical phases, ensures the phase is not only completed but that all the relevant quality processes and documentation has been produced and approved for each of the following project phases:

Project Phases:

Project phases and quality assurance are jointly accomplished through project processes and documentation. Following are the critical phases to the vehicle hardware and system software upgrades:

- Project Initiation & System Surveys
- System Installation & Deployment
- Availability Test and Project Closure

Project Initiation & System Review

Upon award and notice to proceed (NTP), Trapeze will work with your project team to accomplish a number of necessary elements required immediately after NTP.

Initially Trapeze produces the project plan and detailed project schedule. These will be in review with OMNITRANS during the kickoff. Project teams from both Trapeze and OMNITRANS should attend the project kick off meeting. A project kickoff meeting will be held so that the technical experts from each side can commence the design activities.

Trapeze core team staff will work together with OMNITRANS core team to complete and approve the project plan and detailed project schedule. The key planning assumptions need to be discussed and agreed. These include the following:

- Work Plan and Schedule
- Proposed Cutover-Phasing Plan for the fixed side system elements
- Network review, operational review – particularly back office applications and their integration with the existing ITS system.

Trapeze's network and project engineering personnel schedule onsite visits to perform surveys, preferably during the Kick-Off meeting. The review process will provide OMNITRANS staff and Trapeze engineering personnel the opportunity to review required infrastructure design supporting the new system. The Trapeze team will work with OMNITRANS at each stage of the project to confirm all members of OMNITRANS team are given the opportunity to fully participate in the decision making process.

System Installation and Deployment

System Integration Test phase shall be conducted using approved vehicles on the OMNITRANS network. Trapeze suggests a field performance test on a pilot fleet of vehicles. This pilot shall test all operational and performance parameters of the system, and shall be conducted for a set, mutually agreed upon time span.

The pilot test demonstrates complete system functionality – with the implementation of the upgraded system in a production environment. The test confirms system operation by checking all of the required functions and features of TransitMaster™ and all *applicable* integrated Trapeze back office applications. Trapeze and OMNITRANS will mutually agree on the pilot test plan and procedures. The existing, mutually understood, onsite ITS system infrastructure shall be used for the operational pilot, checking all of the functions and requirements of the software. Trapeze will complete the pilot test after successful completion and acceptance of the system design.

Availability Test and Project Closure

During this phase of the project, OMNITRANS - with Trapeze personnel support - exercise the TransitMaster™ ITS system for a period of days and note system performance. It is the responsibility of Trapeze to support when requested, and resolve quickly any issues that may occur during this period. It is understood at this time, Trapeze Customer Care will transition to providing ongoing system and application support according to existing maintenance and warranty programs with OMNITRANS.

Following successful completion of the availability test, final documentation is prepared and delivered. OMNITRANS will be responsible for reviewing the documentation. Once the documentation is reviewed and approved, Trapeze will present the project phase closure letter to OMNITRANS for signature.

Training

It is important that your system administrator and maintenance staff be trained and familiar with the new equipment and application features installed and the functionality they provides. Training shall be conducted so that OMNITRANS staff is well equipped to troubleshoot and maintain the new system after integration into production.

Major areas of instruction will include:

- System configuration and operational review
- Network configuration
- TransitMaster™ TIS Manager and central system configuration

Therefore, Trapeze shall provide scheduled training for the infrastructure and ITS system just prior to, and concurrent, with commissioning of new vehicle hardware. This priority will allow OMNITRANS organization staff an amount of time to become familiar with the system and at the same time put this knowledge to immediate use. Using this method, the learning experience of your support staff can be closely timed with the implementation of the system.

This course introduces the student to the advanced tools and topics related to the TransitMaster™ Intelligent Transportation System (ITS). The focus of this course is to provide the student with information on the day-to-day maintenance and monitoring of the system, with an in-depth study of the applications used to perform those tasks.

General Objectives:

- Review and gain an advanced understanding of the TransitMaster™ applications and services that are used to configure, maintain, and troubleshoot the system.
- Use the appropriate applications to monitor and maintain the TransitMaster™ radio and computer network.
- Use the appropriate software applications to monitor and maintain the data stored in the TransitMaster™ database

Format: Combination of classroom lecture, discussion, and hands-on exercises

Duration: 3 Days

Training sessions start at 8:00 AM and end at 5:00 PM each day unless other arrangements are made with the instructor. One-half hour preparation and tear-down time is required by instructor and is included as part of the training session.

Prerequisites:

- *Completion of TM601: System Administration I or equivalent experience*
- *Working knowledge of computer and Windows™ Operating Systems*
- *Working knowledge of computer networks and communication methods*
- *Working knowledge of schedule and route data*

Who should attend:

- Computer Network Administrators, System Administrators, Database Analysts, Schedulers

Student Capacity: 1-2 students per computer workstation

- *Recommended maximum is 6 students*

CHANGE ORDER NUMBER ONE (1)
To Contract For
TRANSITMASTER™ EQUIPMENT AND SOFTWARE MAINTENANCE AGREEMENT

This Change Order Number One (1) is made to that certain Contract entered into on the 17th day of July, 2015 by and between Trapeze Software Group, Inc., with an office located at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402 ("**Trapeze**") and Omnitrans, with its office located at 1700 W Fifth Street, San Bernardino, CA 92411 ("**Omnitrans**") (hereinafter called the "**Contract**"). Collectively, Trapeze and Omnitrans are hereinafter referred to as "**Parties**".

WHEREAS, the Parties desire to modify certain of the terms and conditions of the Contract;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree to include up to five (5) upgrades to the Contract. The pricing for the upgrades is contained in Attachment B of this Change Order Number One (1). The scope of work for the upgrades is included in Attachment D of this Change Order Number One (1).
2. The Parties agree to delete Attachments A through C from the Contract, and replace the attachments with Attachments A through D of this Change Order Number One (1).
3. For purposes of this Change Order Number One (1), facsimile, electronic, or scanned signatures shall constitute a valid binding commitment upon the Parties.
4. Except as modified by this Change Order Number One (1), all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Change Order Number One (1) to be executed by their duly authorized representatives as of the _____ day of _____, 20__.

TRAPEZE SOFTWARE GROUP, INC.

OMNITRANS

By: _____

By: _____

Name: _____

Name: P. Scott Graham

Title: _____

Title: CEO/General Manager

IDP 

ITEM # _____ F5 _____

DATE: December 6, 2017

TO: Board Chair Ron Dailey and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MNT18-16
BUS SEAT INSERTS**

FORM MOTION

Authorize the CEO/General Manager to award Contract MNT18-16 to Louis Sardo Upholstery, Inc., dba Sardo Bus & Coach Upholstery of Gardena, CA, for the provision of Bus Seat Inserts, ending no later than September 30, 2018, in an amount of \$256,000, plus a ten percent contingency of \$25,600, for a total not-to-exceed amount of \$281,600.

BACKGROUND

Omnitrans owns, operates, and maintains 188 New Flyer buses as part of its revenue fleet. The Bus Seat Inserts replacement program includes upholstery material, padding, manufacture of the seat inserts, and installation. Replacement of the inserts is necessary due to damage and extreme wear and tear.

On October 4, 2017, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB-MNT18-16. Notices were published in two (2) local newspapers of general circulation and posted on Omnitrans' online bidding system. One bid was received by the November 14, 2017 deadline and was deemed responsive and responsible.

In accordance with Omnitrans' Procurement Policy 2010, Section 2.1, awarding a contract for supplies and services, without competition, may be authorized under limited conditions, and subject to written justification documenting the conditions which prevent competitive solicitations. The need for a non-competitive procurement is recognized when Omnitrans' interests are best served. Staff surveyed firms that were notified of the solicitation but chose not to submit a proposal. As a result of the survey, staff determined that the limited number of responses was unrelated to any terms, conditions, or specifications and deemed the process valid.

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

FUNDING SOURCE

The cost associated with this procurement is budgeted in Omnitrans' Capital Budget as follows:

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
Prop 1B	Prop 1B	2014	Bus Seat Inserts	A1420405B	\$281,000

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

Short Range Transit Plan – Deliver safe, reliable, clean, frequent, convenient, comfortable and equitable service.

CONCLUSION

By proceeding with this award, Omnitrans will achieve cost savings and benefit from economies of scale.

PSG:EFP:CVM

ITEM # _____ F6

DATE: December 6, 2017

TO: Board Ron Dailey and Members of the Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Eugenia F. Pinheiro, Interim Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MKP18-23
CONSTRUCTION OF ACTIVE TRANSPORTATION PROGRAM (ATP)
SAFE ROUTES TO TRANSIT PROJECT**

FORM MOTION

Authorize the CEO/General Manager to award Contract MKP18-23 to S&H Civilworks of Colton, CA, for the Construction of the Active Transportation Program (ATP) Safe Routes to Transit Project, ending no later than January 31, 2019, in the amount of \$1,971,355, plus a ten percent contingency of \$197,136, and a 3.27% CAP in the amount of \$70,910, for a total not-to-exceed amount of \$2,239,401.

BACKGROUND

The California Transportation Commission awarded Omnitrans a \$3,500,000 ATP Cycle 1 grant for the design and construction of pedestrian improvements within a half-mile of West Valley Connector stations. Due to the grant timeline requirements, the Safe Routes to Transit project is being constructed as a separate project from the overall West Valley Connector project. San Bernardino County Transportation Authority (SBCTA) has agreed that Omnitrans shall continue to lead the Safe Routes to Transit project to completion. The design and specification packages have been reviewed and approved by the staff of the five cities (Fontana, Montclair, Ontario, Pomona, and Rancho Cucamonga).

On July 12, 2017, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB-MKP18-23R. Notices were published in two (2) newspapers of general circulation, two (2) minority newspaper publications, and posted on Omnitrans' online bidding system. Two (2) bids were received by the October 10, 2017 deadline and both bids were found to be responsive.

Listed below are the bid prices from lowest to highest:

COMPANY NAME	TOTAL
S&H Civilworks of Colton, CA	\$1,971,355
PTM General Engineering Services, Inc. of Riverside, CA	\$3,241,041

Award is recommended to the lowest, responsive, and responsible bidder, S&H Civilworks, in the amount \$1,971,355. Price is deemed fair and reasonable based on competition.

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

FUNDING SOURCE

The cost associated with this procurement is budgeted in the ATP Cycle 1 grant as follows:

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	1681-2016-5	2016	ATP	H16ATP00F	\$2,239,401
Total					\$2,239,401

Omnitrans' Management Plan Strategic Initiative 4 – Rebuild Ridership – Improve and expand public transportation service to our customers and community.

CONCLUSION

By proceeding with this award, Omnitrans will improve safe access to West Valley Connector station stops.

PSG:EFP:KAM