

BOARD OF DIRECTORS MEETING WEDNESDAY, AUGUST 7, 2013 – 8:00 A.M. OMNITRANS METRO FACILITY 1700 WEST 5TH STREET SAN BERNARDINO, CA 92411

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

A. CALL TO ORDER

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

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, September 4, 2013, at 8:00 a.m.

Omnitrans Metro Facility Board Room

2. Presentations: Employee of the Quarter and Honorable Mention

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 E11, Action on Consent Calendar.

- 1. Approve Board Minutes July 10, 2013
- 2. Receive and File Administrative & Finance Committee Minutes June 10, 2013
- 3. Receive and File Agency Management Report June 2013
- 4. Claims Filed Against Omnitrans Information Item Only

Posted: July 31, 2013

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BOARD OF DIRECTORS MEETING WEDNESDAY, AUGUST 7, 2013 – 8:00 A.M. OMNITRANS METRO FACILITY 1700 WEST 5TH STREET SAN BERNARDINO, CA 92411

E.	C	ONSENT CALENDAR CONTINUED	
	5.	Receive and File Construction Progress Report No. 18 through June 21, 2013 – sbX E	26
		Street Corridor BRT Project	
	6.	Receive and File Quarterly Report – sbX E Street Corridor BRT Project	47
	7.	Receive and File Update on Property, Primary Earthquake & Flood, Excess Earthquake,	49
		Crime, Pollution, Liability & Physical Damage Coverage for Fiscal Year 2014	
	8.	Receive and File Key Performance Indicators – Fiscal Year 2013 4 th Quarter Report	51
	9.	Receive and File Affirmative Action Status Report as of July 19, 2013	57
	10	. Press Articles and Letters of Interest to the Board	58
	11.	. Action on Consent Calendar	
F.	DI	SCUSSION ITEMS	
		e following items do not legally require any public testimony, although the Chair	
		y open the meeting for public input.	
		CEO/General Manager's Report	74
		Authorize Issuance of Annual Purchase Orders, Contract No. ITS09-30, Trapeze	78
		Software Group	
	3.	Authorize Release, Request for Proposals RFP-HR14-07, Pre-Employment Background	80
		Checks	
	4.	Authorize Award (Bench), Contracts PRC13-147(A-C), Printing Services	82
	5.	Authorize Interim CEO/General Manager to Execute Conflict Waiver – Contract with	153
		SANBAG and Omnitrans for License Agreement on Redlands Subdivision Mile Post 1.0	
	6.	Authorize Interim CEO/General Manager to Develop Contingency Service Plan	158
G.	PU	UBLIC HEARING	
	The	ere is no scheduled Public Hearing.	
н	R(DARD BUSINESS	
11.		osed Session	
		Conference with Labor Negotiator, P. Scott Graham, concerning labor negotiations with	
		Teamsters Local Union No. 166 regarding the Maintenance and Administrative Support	
		Unit, pursuant to Government Code Section 54957.6	
	2.	Conference with Labor Negotiator, P. Scott Graham, concerning labor negotiations with	
		Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit,	
		pursuant to Government Code Section 54957.6	
	3.	Conference with Legal Counsel, Significant Exposure to Litigation, pursuant to	
		Government Code Section 54956.9(d)(2) – Robert L. Miller	
I.	RE	CMARKS AND ANNOUNCEMENTS	
J.	ΑI	DJOURNMENT	

Posted: July 31, 2013



1700 W. Fifth St. San Bernardino, CA 92411 909-379-7100 www.omnitrans.org

DATE: August 7, 2013

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

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

FROM: Jennifer M. Sims, Director of Procurement

SUBJECT: DISCLOSURE(S) REGARDING RECOMMENDATIONS FOR

ACTION BY THE OMNITRANS BOARD OF DIRECTORS

FORM MOTION

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Board of Director's Meeting scheduled August 7, 2013.

Item			
No.	Contract	Principals & Agents	Subcontractors
F2	Authorize Issuance	Trapeze Software Group, Inc.	None
	Annual Purchase Orders	Cedar Rapids, Iowa	
	Contract No. ITS09-30,	Rick Bacchus, President	
	Trapeze Software Group		
F4	Authorize Award (Bench)	Rundle Enterprises, Inc. dba	LowPricePrint.com
	Contracts PRC13-147 (A-C)	All Source	Canyon Lake, CA
	Printing Services	Lake Arrowhead, CA	Troy Decuir, President
		Scott Rundle, Owner	Blue Goose Graphics
			Hudson, OH
		Pacful, Inc	Richard Potts, Owner
		Rancho Cordova, CA	Pomona Print Shop
		Jennifer Hudek, President	Rancho Cucamonga, CA
			Neil Cantone, Owner
		Mekong Printing dba MK	B&D Listho CA, Inc.
		Printing	Ontario, CA
		Santa Ana, CA	Scott D. Hays, Sales Rep
		Richard Truong	SC Printwerks
		VP of Operations	San Bernardino, CA
			Brenda Peppard, Owner
			Zoo Printing
			Bell, CA
			Shannon Smith, Manager



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BOARD OF DIRECTORS' MEETING MINUTES JULY 10, 2013

Α. CALL TO ORDER

Chair Alan Wapner called the regular meeting of the Omnitrans Board of Directors to order at 8:00 a.m., Wednesday, July 10, 2013, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

- 1. Invocation
- 2. Pledge of Allegiance
- 3. Roll Call Self-introductions were made.

BOARD MEMBERS PRESENT

Councilmember Alan Wapner, City of Ontario – Chair Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga – Vice Chair Councilmember Ron Dailey, City of Loma Linda Mayor Paul Eaton, City of Montclair Mayor Pro Tem Paul Foster, City of Redlands Councilmember Frank Gonzales, City of Colton Vice Mayor Ed Graham, City of Chino Hills Mayor Pro Tem Penny Lilburn, City of Highland Mayor Pat Morris, City of San Bernardino Mayor Ray Musser, City of Upland Supervisor Gary Ovitt, County of San Bernardino Councilmember Ed Palmer, City of Rialto Councilmember Dick Riddell, City of Yucaipa Mayor Pro Tem John Roberts, City of Fontana Supervisor Janice Rutherford, County of San Bernardino

BOARD MEMBERS NOT PRESENT

Mayor Dennis Yates, City of Chino

Mayor Walt Stanckiewitz, City of Grand Terrace

Supervisor Josie Gonzales, County of San Bernardino Supervisor Robert Lovingood, County of San Bernardino Supervisor James Ramos, County of San Bernardino

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

Scott Graham, Interim CEO/General Manager

Diane Caldera, Interim Director of Operations

Jack Dooley, Director of Maintenance

Marge Ewing, Director of Human Resources

Sam Gibbs, Director of Internal Audit Services

Milind Joshi, sbX Program Manager

Rohan Kuruppu, Director of Planning & Development Services

Ray Lopez, Director of Safety & Security

Jennifer Sims, Director of Procurement

Don Walker, Director of Finance

Wendy Williams, Director of Marketing

Jeremiah Bryant, Service Planning & Scheduling Manager

Oscar Tostado, Maintenance Manager

Ray Maldonado, Employee Relations Manager

Maurice Mansion, Treasury Manager

Alex Chen, Database Administrator

Mark Crosby, Loss Prevention Supervisor

Vicki Osborne, Assistant to CEO/General Manager

Carol Angier, Administrative Secretary

OTHER

Carol Greene, Legal Counsel

B. ANNOUNCEMENTS/PRESENTATIONS

Chair Wapner said the next regular meeting is scheduled Wednesday, August 7, 2013, at 8:00 a.m.

A presentation was made to outgoing Board Chair Dick Riddell.

C. COMMUNICATIONS FROM THE PUBLIC

Keith White, Riverside, spoke to the Board concerning problems with Route 215 buses not stopping at open bays to make connections. He also said Sunday service for Route 9 needs to run every hour. Customer Call Center personnel are rude.

John Anaya, Sr., Colton, spoke to the Board regarding his concerns that Omnitrans may contract out bus service, and requested Route 8 be changed from 60 minute to 30 minute headways to allow passengers to get to appointments at a new facility at Norton Air Force Base.

Mike Bergen, Secretary/Treasurer for Teamsters Local #166, spoke to the Board concerning the five-year wage freeze for employees. The bucket is diminishing, and Omnitrans needs to do the right thing for employees. The COA showed Omnitrans' cost per hour to be quite low.

D. CONFLICT OF INTEREST

None.

E. CONSENT CALENDAR

- 1) Approve Board Minutes June 5, 2013
- 2) Approve Joint Administrative & Finance and Plans & Programs Committee Minutes May 15, 2013
- 3) Receive and File Administrative & Finance Committee Minutes May 15, 2013
- 4) Receive and File Agency Management Report May 2013
- 5) Claims Filed Against Omnitrans Information Item Only
- 6) Receive and File Construction Progress Report #17 through May 31, 2013, sbX E Street Corridor BRT Project
- 7) Receive and File Quarterly Report Forward Fuel Purchases through June 2013
- 8) Receive and File Response to SAP Enterprise Resource Planning (ERP) Enhancement Project Final Update
- 9) Receive and File Fiscal Year 2009-2011 Triennial Performance Audit of Omnitrans Final Report
- 10) Authorize Additional Spend Authority Contract IPMO11-24, Methane Detection System Consulting Services
- 11) Approve Membership Dues to American Public Transportation Association for Fiscal Year 2014
- 12) Press Articles and Letters of Interest to the Board

Interim CEO/General Manager Graham requested that agenda item E8, Receive and File Response to SAP Enterprise Resource Planning (ERP) Enhancement Project Final Update, be pulled from the agenda.

On motion by Member Eaton, seconded by Member Musser and carried, the remainder of the Consent Calendar was approved.

F. DISCUSSION ITEMS

1) CEO/General Manager's Report

Interim CEO/General Manager Graham reviewed the CEO/General Manager's report for May 2013.

2) Appointment of Interim CEO/General Manager

Chair Wapner said at a prior meeting, the Board was asked to appoint an Ad Hoc Committee to recruit a new CEO/General Manager. The Board has now determined that P. Scott Graham will continue as the Interim CEO/General Manager of Omnitrans with

the full authority of the CEO/General Manager, and the recruitment for a new CEO/General Manager will be placed on hold at this time.

3) Adopt Proposed Change to Personnel Policy #601, Group Health Related Insurance Plans

M/S/C (Morris/Spagnolo) to adopt the proposed change to Personnel Policy 601 - Group Health Related Insurance Plans, requiring that all non-represented employees begin contributing 10% of the plan premium effective the first pay period in September 2013.

4) Adopt Proposed Changes to Personnel Policy #402, Salary Ranges, Management Confidential Classifications

M/S/C (Morris/Stanckiewitz) to approve the proposed change to Personnel Policy #402 – Salary Ranges, Management Confidential Classifications, eliminating the position of Chief Financial Officer, effective July 10, 2013; and approve placement of Systems Coordinator position to Classification Level IV, effective July 10, 2013.

5) Adopt Revised Management and Service Elements of the Fiscal Year 2014 Management Plan

M/S/C (Morris/Eaton) to adopt the Revised Management and Service Elements of the Fiscal Year 2014 Management Plan. (Attachments A & B)

6) Approve Administrative Fare Modifications to Fiscal Year 2014 Fare Policy

Interim CEO/General Manager Graham said this item was placed on the agenda in the event the FY2014 Management and Service Elements are not approved by the Board. Since the Board did approve the Management and Service Elements, this item was pulled from the agenda.

7) Authorize Additional Spend Authority, Contract IPMO11-5, sbX E Street Corridor Construction

M/S/C (Yates/Musser) to approve additional spending authority to Contract No. IPMO11-5, sbX E Street Corridor Construction Services, with Griffith/Comet Electric Joint Venture, Santa Fe Springs, California, in the amount of \$6,500,760, bringing the total contract amount to \$87,760,263, plus the addition of the 3.27% Cost Allocation Plan of \$212,575, that will be charged to the total project cost vested in the Omnitrans CEO/General Manager, or his designee, to manage potential change orders arising during the course of construction, and to extend the completion date from September 18, 2013 to April 30, 2014.

8) Authorize Additional Spend Authority, Contract IPMO12-10, Vehicle Maintenance Facility Construction

M/S/C (Yates/Musser) to approve additional spending authority to Contract No. IPMO12-10, Vehicle Maintenance Facility Construction, with USS Cal Builders, Inc., Stanton, California, in the amount of \$3,292,500, bringing the total contract amount to \$14,498,151, plus the addition of the 3.27% Cost Allocation Plan of \$107,665, that will be charged to the total project cost, vested in the CEO/General Manager, or his designee, to manage potential change orders arising during the course of construction, and to extend the contract completion date from December 21, 2013 to July 31, 2014. This will not impact the sbX revenue start date of April 2014.

9) Authorize Additional Spend Authority, Contract IPMO11-1, Vehicle Maintenance Facility Modification Architectural and Engineering Services

M/S/C (Yates/Musser) to approve additional spending authority to Contract IPMO11-1, Vehicle Maintenance Facility Modification Architectural and Engineering Services for the East Valley Maintenance Facility, with STV, Incorporated, Rancho Cucamonga, CA, in the amount of \$372,000, bringing the total contract amount to \$1,418,132, plus the addition of the 3.27% Cost Allocation Plan of \$12,164, that will be charged to the total project cost, vested in the Omnitrans CEO/General Manager, or his designee, to increase the budget for Services During Construction (SDC) necessary during the course of construction and to ensure timely completion of construction activities, and to extend the contract completion date from July 31, 2013 to July 31, 2014. This will not impact the sbX revenue start date of April 2014.

10) Authorize Sole Source Award, Contract IPMO13-210, Trapeze Transit Master Transit Operations Management On-Bus Systems Software

M/S/C (Stanckiewitz/Ovitt) to authorize the Interim CEO/General Manager to award Contract IPMO13-210 to Trapeze Software Group, Inc. of Cedar Rapids, Iowa, for development of Trapeze Transit Master Transit Operations Management On-Bus Systems Software to support the sbX E Street Corridor Project in the amount of \$98,350.02, plus a ten percent contingency of \$9,835.00, and the 3.27% Cost Allocation Plan (CAP) of \$3,537.65, for a total not-to-exceed amount of \$111,722.67.

11) Authorize Award, Contract NO. H\$13-149A and HR13-149B, Temporary Employment Agency Services

M/S/C (Stanckiewitz/Musser) to authorize the Interim CEO/General Manager to award Contract HR13-149A to Lloyd Staffing (Lloyd) of Cerritos, CA, and Contract No. HR13-149B to Manpower Inc. of San Bernardino (Manpower), of San Bernardino, CA, for the provision of temporary employment agency services beginning on August 6, 2013 and ending no later than August 5, 2016, in the aggregate amount of \$96,600, and the authority to exercise two one-year options, extending the contracts to no later than June 30, 2018, in the aggregate amount of \$32,200 for each of the option years, totaling

\$161,000, plus a 10% contingency of \$16,100, for a five year not-to-exceed amount of \$177,100, should all option years be exercised.

12) Authorize Exercise of Option Year 1, Contract No. HR11-19, Occupational Health Services

M/S/C (Eaton/Roberts) to authorize the Interim CEO/General Manager to exercise Option Year 1 to Contract HR11-19 with U.S. HealthWorks Corporation of Valencia, CA, for the provision of comprehensive occupational health services, beginning July 1, 2013 and ending June 30, 2014, in the amount of \$92,014, and the authority to exercise two (2) additional one-year options, for a total of three years, ending no later than June 30, 2016. The total contract amount is \$462,650, plus a ten percent contingency of \$46,265, for a total not to exceed price of \$508,915, should all option years be exercised.

13) Authorize Change Order No. 6, Contract No. SAS11-16, Architectural and Engineering Services for Facilities Security Enhancements

M/S/C (Musser/Stanckiewitz) to authorize the Interim CEO/General Manager to execute Change Order No. 6 to increase Contract No. SAS11-16 with TMAD, Taylor & Gaines (TT&G) of Ontario, CA, for the VoIP Public Address System, Card Access System Upgrade and I-Street Generator/Block Wall security enhancement projects in the amount of \$8,215, bringing the total contract amount to \$97,768, plus a \$5,000 contingency, for a total not to exceed amount of \$102,768.

14) Authorize Release, Invitation for Bids No. IFB-ITS14-02, Copier Lease & Maintenance and Extend Contract No. RFP-ITS08-2, Copier Lease and Maintenance

M/S/C (Yates/Eaton) to authorize the Interim CEO/General Manager to release Invitation for Bids No. IFB-ITS14-02 for the provision of Copier Lease and Maintenance for a contract period beginning October 15, 2013 and ending no later than December 31, 2018, and authorize the Interim CEO/General Manager to execute Change Order No. 4 to extend Contract RFP-ITS08-2, Copiers – Lease and Maintenance with Konica Minolta Business Solutions USA, Inc., of Ramsey, NJ, from July 31, 2013 to December 31, 2013, and increase the contract amount by \$20,000 for a new total not-to-exceed contract amount of \$231,065.

G. PUBLIC HEARING

None.

H. BOARD BUSINESS

Closed Session

1. Conference with Labor Negotiator, P. Scott Graham, concerning labor negotiations with Teamsters Local Union No. 166 regarding the Maintenance and Administrative Support Unit, pursuant to Government Code Section 54957.6

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- 2. Conference with Labor Negotiator, P. Scott Graham, concerning labor negotiations with Amalgamated Transit Union Local No. 1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6
- 3. Conference with Legal Counsel, Significant Exposure to Litigation, pursuant to Government Code Section 54956.9(d)(2) One Case

The Board adjourned to Closed Session at 8:43 a.m. The Board reconvened at 9:14 a.m. Chair Wapner said no reportable action took place during Closed Session.

I. REMARKS AND ANNOUNCEMENTS

None

J. ADJOURNMENT

The Board adjourned at 9:15 a.m. The next regular meeting is scheduled for August 7, 2013, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Carol Angier, Recording Secretary



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ITEM#	$\mathbf{E2}$
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ADMINISTRATIVE & FINANCE COMMITTEE MINUTES June 10, 2013

The Administrative & Finance Committee meeting was called to order by Chair Alan Wapner at 11:00 a.m. on June 10, 2013.

Committee Members Attending

Councilmember Alan Wapner, City of Ontario - Chair Councilmember Frank Gonzales, City of Colton Vice Mayor Ed Graham, City of Chino Hills Councilmember Dick Riddell, City of Yucaipa Mayor Pro Tem John Roberts, City of Fontana

Committee Members Absent

Mayor Paul Eaton, City of Montclair Mayor Pro Tem Paul Foster, City of Redlands Supervisor Gary Ovitt, County of San Bernardino Mayor Walt Stanckiewitz, City of Grand Terrace

Other Board Members

Councilmember Ron Dailey, City of Loma Linda Mayor Pro Tem Penny Lilburn, City of Highland Mayor Pat Morris, City of San Bernardino Mayor Ray Musser, City of Upland Supervisor Janice Rutherford, San Bernardino County Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga

Omnitrans Staff

Scott Graham, Interim CEO/General Manager Robert Miller, Chief Financial Officer Wendy Williams, Director of Marketing Sam Gibbs, Director of Internal Audit Services Jack Dooley, Director of Maintenance Rohan Kuruppu, Director of Planning & Development Services Don Walker, Director of Finance Ray Lopez, Director of Safety & Security Marjorie Ewing, Director of Human Resources Jennifer Sims, Director of Procurement Milind Joshi, sbX Project Manager Maurice Mansion, Treasury Manager Oscar Tostado, Maintenance Manager Debra NiCastro, Sr. Contracts Administrator Jim Deskus, sbX Project Analyst Tech Loh, Engineering Services Manager

Administrative & Finance Committee Minutes June 10, 2013

Vicki Osborne, Assistant to CEO/General Manager Carol Angier, Administrative Secretary

Other

Carol Greene, Legal Counsel

C. Communication From the Public

None.

D. Possible Conflict of Interest Issues

None

E. Agenda Items

1. Approve Administrative & Finance Committee Minutes of May 15, 2013

M/S (Eaton/Gonzales) to approve the minutes of the May 15, 2013 Committee meeting. Motion was unanimous by members present.

2. Approve Joint Administrative & Finance Committee Minutes of May 15, 2013

Chair Wapner said the minutes of the Joint Administrative & Finance Committee of May 15, 2013 should go on the July Board agenda rather than this Committee Meeting.

3. Receive & File Forward Fuel Purchase Program Update for June 2013

Chief Financial Officer Miller said LNG fuel price has been above the hedged price, and the profit has gone towards the cost of unhedged fuel. Fiscal Year 12-13 fuel prices will close one percent below the yearly fuel budget.

This was a receive and file agenda item.

 Receive and Forward to the Board of Directors, Construction Progress Report No. 17 for the sbX E Street Corridor BRT Project through May 31, 2013

sbX Project Manager Joshi stated the sbX BRT Project is 68 percent completed. Construction currently is taking place on the south side of Hospitality Lane, east side of E Street, and at Loma Linda stations and park-and-rides. The Vehicle Maintenance Facility is 15 percent completed, and the restoration of the metro parking lot is done. Work on the Maintenance bay will start soon in order to accommodate the 60-foot articulated sbX buses. Thirteen of the 14 sbX buses have been received, and the last one is expected by the end of this month. The overall project will be under budget and completed on schedule (April 2014).

Member Graham asked if the sbX Construction Manager has been hired yet. sbX Project Manager Joshi said applications have been reviewed, and interviews will be scheduled soon. He has been performing the Construction Manager duties as well as his own during this time.

M/S (Graham/Roberts) to forward to the Board of Directors for receipt and file Construction Progress Report No. 17 for the sbX E Street Corridor BRT Project through May 31, 2013. Motion was unanimous by members present.

5. Receive & Forward to Board of Directors, Response to SAP Enterprise Resource Planning (ERP) Enhancement Project Final Update

Director of Internal Audit Services Gibbs said this is the final update of the SAP ERP Enhancement project. He has verified the integration of the project, that we received the product the Agency wanted, and knowledge transfer was successful. The project came in under budget and two weeks ahead of schedule.

M/S (Spagnolo/Riddell) to receive and forward to the Board of Directors for receipt and file the final update of deliverables and milestones associated with the SAP Landscape Review Report from SAP America, Inc. Motion was unanimous by members present.

6. Receive and Forward to Board of Directors, FY 2009-2011 Triennial Performance Audit of Omnitrans – Final Report

Director of Internal Audit Services Gibbs said the final audit report indicates Omnitrans complied with all requirements of the Transportation Development Act (TDA). Two of the five prior audit recommendations were fully implemented, one was partially implemented, one is no longer applicable, and one will be carried forward for the next audit period. This last recommendation was to investigate the potential to restructure service once Bus Rapid Transit is implemented. This will go to a future audit.

M/S (Gonzales/Roberts) to receive and forward to the Board of Directors for receipt and file the final report of the 2009-2011Triennial Performance Audit of Omnitrans, conducted for SANBAG by their consultant. Motion was unanimous by members present.

7. Recommend Approval to Board of Directors, Authorize Additional Spend Authority Contract IPMO11-5, sbX E Street Corridor Construction

sbX Project Manager Joshi said service for sbX will start April 2014 and will be within project budget. The Risk Register is updated monthly, and all Change Orders are under contingency. Of the \$191.7 million budget, \$45.66 of that amount is designated for contingency. He is asking for increased spending authority of \$6.5 million to cover potential and pending Change Orders. Member Riddell said part of the issue regarding this in the past has been over the term "Change Orders." It does not mean the same as some may interpret. At the beginning of the project, it was understood there would be some unknown conditions found along the way during construction, and the project was bid knowing unknown conditions were expected.

sbX Project Manager Joshi reviewed the requested increased spending authority for sbX Project, Vehicle Maintenance Facility (VMF), VMF Modification Architectural and Engineering Services, and Methane Detection System Consulting Services.

M/S (Riddell/Roberts) to recommend to the Board of Directors for approval additional spending authority to Contract No. IPMO11-5, sbX E Street Corridor Construction Services, with Griffith/Comet Electric Joint Venture, Santa Fe Springs, California, in the amount of \$6,500,760, bringing the total contract amount to \$87,760,263, plus

the addition of the 3.27% Cost Allocation Plan of \$212,575, that will be charged to the total project cost vested in the Omnitrans CEO/General Manager, or his designee, to manage potential change orders arising during the course of construction, and to extend the completion date from September 18, 2013 to April 30, 2014. Motion was unanimous by members present.

8. Recommend Approval to Board of Directors, Authorize Additional Spend Authority Contract IPMO12-10, Vehicle Maintenance Facility Construction

There was no discussion on this agenda item.

M/S (Graham/Wapner) to recommend to the Board of Directors approval of additional spending authority to Contract No. IPMO12-10, Vehicle Maintenance Facility Construction, with USS Cal Builders, Inc., Stanton, California, in the amount of \$3,292,500, bringing the total contract amount to \$14,498,151, plus the addition of the 3.27% Cost Allocation Plan of \$107,665, that will be charged to the total project cost, vested in the CEO/General Manager, or his designee, to manage potential change orders arising during the course of construction, and to extend the contract completion date from December 21, 2013 to July 31, 2014.

9. Recommend Approval to Board of Directors, Authorize Additional Spend Authority Contract IPMO11-1, Vehicle Maintenance Facility Modification Architectural and Engineering Services

There was no discussion on this agenda item.

M/S (Graham/Wapner) to recommend to the Board of Directors for approval of additional spending authority to Contract IPMO11-1, Vehicle Maintenance Facility Modification Architectural and Engineering Services for the East Valley Maintenance Facility, with STV, Incorporated, Rancho Cucamonga, CA, in the amount of \$372,000, bringing the total contract amount to \$1,418,132, plus the addition of the 3.27% Cost Allocation Plan of \$12,164, that will be charged to the total project cost, vested in the Omnitrans CEO/General Manager, or his designee, to increase the budget for Services During Construction (SDC) necessary during the course of construction and to ensure timely completion of construction activities, and to extend the contract completion date from July 31, 2013 to July 31, 2014.

10. Recommend Approval to Board of Directors, Authorize Additional Spend Authority Contract IPMO11-24, Methane Detection System Consulting Services

There was no discussion on this agenda item.

M/S (Graham/Wapner) to recommend to the Board of Directors approval of additional spending authority to Contract IPMO11-24, Methane Detection System Consulting Services, with Carlin Environmental Consulting Services, Santa Ana, California, in the amount of \$8,000, bringing the total contract amount to \$27,800, plus the addition of the 3.27% Cost Allocation Plan of \$262 that will be charged to the total project cost, vested in the CEO/General Manager, or his designee, to manage potential change orders arising during the course of construction and to ensure timely completion of construction activities.

Member Riddell stated that his last duty as Board Chair will be to appoint an Ad Hoc Committee to start recruiting for a new Omnitrans' CEO/General Manager. He stated that he will be on the

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Administrative & Finance Committee Minutes June 10, 2013

committee, along with Councilmember Alan Wapner, Mayor Pro Tem Sam Spagnolo, Mayor Pat Morris, and Supervisor Gary Ovitt. Alan Wapner was appointed as Ad Hoc Committee Chair.

The Administrative & Finance Committee meeting adjourned at 11:30. The next Administrative & Finance Committee Meeting is scheduled for July 8, 2013 at 11:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Carol Angier, Recording Secretary



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AGENCY MANAGEMENT REPORT

June 2013 FISCAL YEAR 2013

Agency Results

Note: The results for this month **DO NOT** include all year-end closing adjustments. Some results will change once all year-end adjustments are booked and new financials will be re-released.

Operating Revenue

June total Operating Revenue of \$5,651,758 is \$120,967 under budget. Year-to-Date (YTD) Operating Revenue of \$69,047,781 is \$225,404 under budget. The negative monthly and YTD variances are primarily driven by passenger fares coming in lower than planned.

Operating Expense

June Operating Expense of \$6,051,740 is \$277,806 over budget. YTD Operating Expense of \$67,947,214 is \$1,339,993 or 2% under budget. The current month variance is driven by overtime and workers compensation being higher than planned. The YTD variance is driven by labor, fringe benefits, material and supplies, services and occupancy all coming in under budget.

Ridership

During the month of June, Omnitrans carried a total of 1,193,335 passengers. This consisted of 1,154,765 on Fixed Route service and 38,570 on Demand Response routes. YTD Ridership is 16,146,278, which reflects a total system decrease of .04% when compared to the same period last year.

Revenue Hours/Revenue Miles

During the month of June, Omnitrans provided a total of 63,959 revenue hours reflecting a decrease of 4.1% versus the same period last year. Omnitrans logged a total of 874,471 revenue miles during the month, reflecting a decrease of 3.89% when compared to same period last year. YTD Omnitrans provided a total of 798,365 revenue hours reflecting an increase of .29% versus the same period last year. Also, YTD Omnitrans logged a total of 10,828,907 revenue miles reflecting a decrease of .19% when compared to same period last year.

Farebox Recovery Ratio

June farebox revenue for Fixed Route/Omnilink is \$867,291 versus \$902,623 for the same period last year. This is a decrease of 3.91%. The decrease in the current month farebox revenue compared to the last year was driven by the timing of 31-day pass sales. The farebox recovery ratio for the month is 19.35%. YTD farebox revenue for Fixed Route/Omnilink is \$13,186,480 versus \$13,398,176 for the same period last year. This is a decrease of 1.58%. YTD farebox recovery ratio is 24.13%.

June farebox revenue for Access is \$137,325 versus \$133,855 for the same period last year. This is an increase of 2.59%. Farebox recovery ratio for the month is 12.93%. YTD farebox revenue for Access is \$1,551,414 versus \$1,532,1305 for the same period last year. This is an increase of 1.26%. YTD farebox recovery ratio is 12.78%.

Financials

Total Salaries and Benefits of \$3,556,412 are \$89,725 over budget for the month of June. YTD Salaries and Benefits of \$40,649,982 are \$950,270 or 2% under budget. The current month variance is driven by workmens compensation coming in higher than planned. YTD variance is primarily driven by headcount being less than planned.

Total Services are \$200,986 or \$58,480 under budget in June. YTD Total Services are \$2,236,251 or \$948,846 under budget. The positive monthly and YTD variance is principally driven by professional services being less than planned.

Materials and Supplies are \$722,754 or \$79,361 under budget in June. YTD Materials and Supplies are \$8,218,419 or \$1,401,456 under budget. The current month and YTD variance is principally driven by gasoline and rolling stock parts being less than planned.

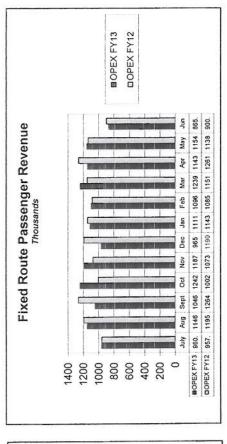
Purchased Transportation is \$706,985 or \$34,363 over budget in June. YTD Purchased Transportation is \$9,056,441 or \$160,261 over budget. The current month and YTD variance is driven by demand being up over the prior year.

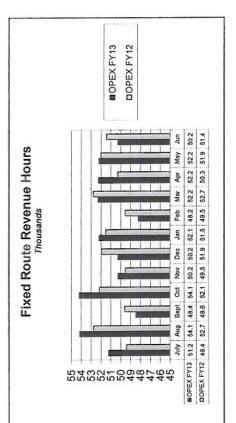
Other Expenses are \$825,404 or \$362,564 over budget in June. YTD Other Expenses are \$7,334,724 or \$1,846,650 over budget. The current month and YTD variances are primarily driven by the Incurred But Not Reported reserve accrual.

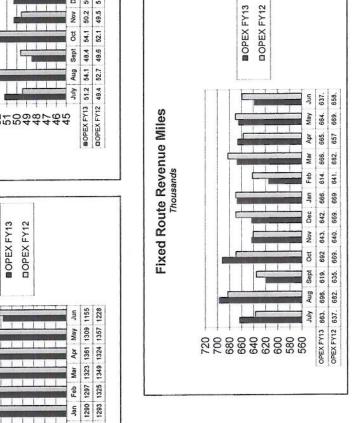
PERFORMANCE STATISTICS FISCAL YEAR 2013 June 2013

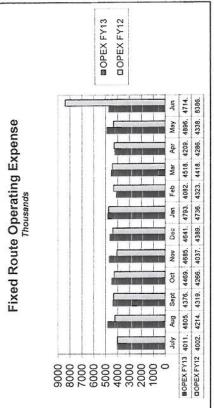
			YR/YR			YR/YR
	Current I	Vonth	inc/(dec)	Year-To-	-Date	inc/(dec)
	June 2013	June 2012	CURRENT	June 2013	June 2012	YTD
Total Passenger Revenue & Subsidy		A			NONCO CONTRACTO	90VII.0.4VII.0.VI
Fixed Route	\$865,128	\$900,290	-3.9%	\$13,153,104	\$13,359,409	
Demand Response	\$139,488	\$136,188	2.4%	\$1,584,790	\$1,570,898	0.9%
Total Passengers		0.000 providence o 0.000 provi				
Fixed Route	1,154,765	1,227,581	-5.9%	15,655,099	15,673,759	-0.1%
Demand Response	38,570	40,175	-4.0%	491,179	478,342	2.7%
Farebox Recovery Ratio						
Fixed Route/OmniLink	19.35%	19.61%		24.22%	25.56%	
Access	12.92%	10.44%		12.78%	12.44%	
Total Passengers per Revenue Hour						
Fixed Route	23.0	23.9		25.4	25.6	-0.6%
Demand Response	2.8	2.6	6.9%	2.7	2.6	3.3%
Revenue per Passenger						
Fixed Route	0.75	0.73		0.84	0.85	
Demand Response	3.62	3.39	6.7%	3.23	3.28	-1.8%
Cost per Passenger						
Fixed Route	4.08	6.83	0.555.555.00.000	3.46	3.55	
Demand Response	28.59	30.61	-6.6%	25.64	26.63	-3.7%
Cost per Revenue Hour	200-200-200					0.00/
Fixed Route	93.78	163.01	100000000000000000000000000000000000000	88.01	90.90	
Demand Response	80.57	80.66	-0.1%	69.01	69.38	-0.5%

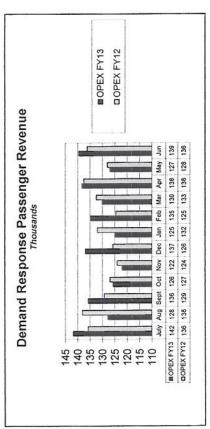
	Actual	Target
On Time Performance		NGC-1107-2998-2021
Fixed Route	88.48%	90%
Demand Response	88.86%	90%
Headcount (includes PT Operators)	625	646

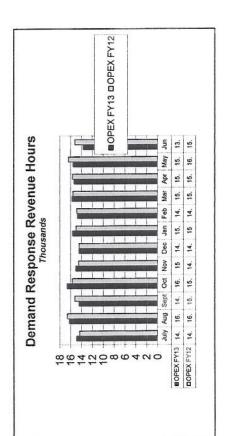


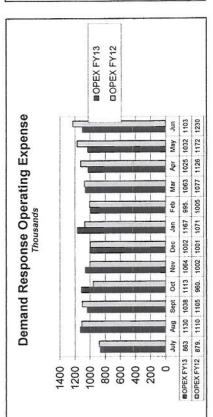


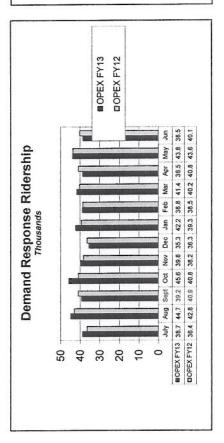


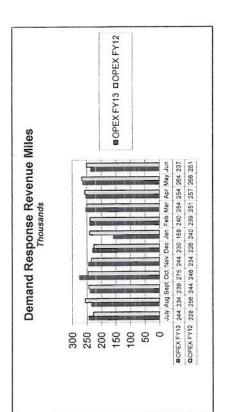












Statement of Operations Fiscal Year: 2013

**************************************	Budget	96% 100% 75% -2% 100% 189% 99%	100%	101% 92% 70% 88% 198% 102% 93% 196% 91%	98% 134%
	Fav/(Unf)	(598,675) 13,965 (13,965) (163,197) (32,750) 0 671,029 (101,810)	(225,404)	(337,798) 1,288,068 948,846 1,401,456 338,733 (2,451,858) 4,143 (160,261) 112,909 843,723 46,332 (694,300) 1,339,993	950,270 (1,846,650)
e 2013	Budget	14,992,878 329,727 4,520,273 650,000 32,000 33,901,494 826,913 750,000 13,269,422	69,272,707	25,332,013 16,268,239 3,185,097 9,619,875 2,498,578 60,000 8,896,180 942,250 (878,193) 497,729 0	41,600,252 5,488,074
YEAR-TO-DATE: June 2013	Actual	14,394,203 343,692 4,506,308 486,803 (750) 33,901,494 826,913 1,421,029 13,167,612	69,047,303	25,669,811 14,980,171 2,236,251 8,218,419 2,526,706 4,950,436 55,857 9,056,441 829,341 (1,721,916) 451,397 694,300 67,947,214	40,649,982 7,334,724
	Operating Revenues	Passenger Fares Measure I Subsidy - Fares Measure I Subsidy - Operating Auxillary Transportation Revenue Non-Transportation Revenue LTF Operating STAF Operating JARC - Operating Capital Funds for Operations	Total Revenues Operating Expenses	Labor Fringe Benefits Services Materials and Supplies Occupany Casuality and Liability Taxes and Fees Purchased Transportation Printing and Advertising Miscellaneous Expense Lease and Rental Capital Purchase Expense Total Operating Expense	Sal & Ben Other
% of	Budget	78% 102% 96% 52% 100% 100% 99%	%86	104% 100% 77% 90% 97% 234% 346% 95% 95%	103% 178%
	Fav/(Unf)	(272,830) 562 (13,965) (25,901) 202,968 3 3 2 0	(120,967)	(88,346) (1,378) 58,480 79,361 7,351 (240,766) 4,893 34,363 (105,415) 166,606 2,278 (195,232) (277,806)	(89,725) (362,564)
H: June 2013	Budget	1,249,407 27,477 376,689 54,167 2,667 2,825,125 68,909 62,500 1,105,785	5,772,726	2,111,001 1,355,686 259,466 802,115 238,787 208,215 5,000 741,348 78,521 (67,683) 41,477 0 5,773,934	3,466,688 462,839
CURRENT MONTH: June 2013	Actual	976,576 28,040 362,725 28,266 205,635 2,825,127 68,911 62,500 1,093,979	5,651,758	2,199,348 1,357,065 200,886 722,754 231,436 448,981 107 706,985 183,936 (234,289) 39,199 195,232 6,051,740	3,556,412 825,404





DATE: August 7, 2013

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

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

FROM: Mae Sung, Accounting Manager

SUBJECT: INVESTMENT STATUS

FORM MOTION

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

BACKGROUND & SUMMARY

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

SUMMARY

All of the Agency's investments are invested with the Local Agency Investment Fund (LAIF) and Union Bank. Please refer to the attachment for the investment activity of the Agency for the month of June, 2013. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

SG:MS

OMNITRANS Treasurer's Report Month ending June 2013

ľ								
Description	Starting Balance		Deposits	D	isbursements	Interest Yield		Ending Balance
	Cash and Inve	stmen	ts Under the Dire	ection	of the Treasurer			
	\$ 13.276.959.20	4			T	0.24%		
	¥ 10,210,505.2-	•		s	(1.950.000.00)			
				Ť	(===,====,			
		\$	13,276,959.24	\$	(4,600,000.00)			
				\$	8,676,959.24		\$	8,676,959.24
air Value Factor						1.000273207	\$	8,679,329.85
	\$ 2,553,752.02	2						
nterest		\$	79.61			0.04%		
				\$	(79,905.60)			
		_						
		\$	2,553,831.63	\$	(79,905.60)			
				_				
				\$	2,473,926.03		\$	2,473,926.03
	\$ 303,799.01	l .						
Nata Haranda a s				_	/FF			
iain/Loss for month		_		_				
		\$	303,799.01				_	
				\$	248,382.01		\$	248,382.01
	\$ 448,032.17	7						
		•	4 407 055 50					
-								
	-							
	worgan Stainey Ft	ituies i	Account	e	(12 967 627 24)			
	2706							
	unco							
	,							
				ľ	(1, 11,			
		\$	22,520,775.83	\$	(15,531,665.26)			
				\$	6,989,110.57		\$	6,989,110.57
	\$ 3,400.00)			•			
			\$300.00	\$	3,700.00		\$	3,700.00
	Cash and Inve	estmen	ts Under the Dire	ction	of Fiscal Agents			
	\$ 75,000.00)						
	\$ 75,000.00)						
	\$ 75,000.00						\$	75,000.00
n 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	air Value Factor terest ain/Loss for month assenger rants' Revenue iscellaneous Rever ransfers From (To) (rans	s 13,276,959.24 air Value Factor \$ 2,553,752.02 terest \$ 303,799.01 ain/Loss for month \$ 448,032.17 assenger rants' Revenue iscellaneous Revenue ransfers From (To) LAIF ransfers From (To) Money Market ransfers From (To) Morgan Stanley Fu coounts Payable ayroll and Payroll Taxes mployee Benefits ank Service Charge	\$ 13,276,959.24 sair Value Factor \$ 2,553,752.02 sterest \$ 303,799.01 ain/Loss for month \$ 448,032.17 assenger rants' Revenue siscellaneous Revenue ransfers From (To) LAIF ransfers From (To) Money Market ransfers From (To) Morgan Stanley Futures counts Payable ayroll and Payroll Taxes mployee Benefits ank Service Charge \$ 3,400.00	\$ 13,276,959.24 air Value Factor \$ 2,553,752.02 terest \$ 79.61 \$ 303,799.01 ain/Loss for month \$ 303,799.01 \$ 448,032.17 assenger \$ 1,167,255.53 rants' Revenue \$ 16,179,766.25 iscellaneous Revenue \$ 45,816.28 ransfers From (To) LAIF \$ 4,600,000.00 ransfers From (To) Money Market \$ 79,905.60 ransfers From (To) Morgan Stanley Futures Account coounts Payable ayroll and Payroll Taxes imployee Benefits ank Service Charge \$ 3,400.00 \$ 300.00	\$ 13,276,959.24 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 13,276,959.24 \$ (4,600,000.00) \$ (1,350,000.00) \$ (200,000.00) \$ (200,000.00) \$ (200,000.00) \$ (200,000.00) \$ (200,000.00) \$ (200,000.00) \$ (200,000.00) \$ (200,000.00) \$ (200,000.00) \$ (200,000.00) \$ (200,000.00) \$ (200,000.00) \$ (79,905.60) \$ (79,905.	\$ 13,276,959.24 \$ (1,950,000.00) 0.24% \$ (1,100,000.00) 0.24% \$ (1,350,000.00) 0.24% \$ (1,350,000.00) 0.25% \$ (200,000.00) 0.24% \$ (200,000.00) 0.24% \$ (200,000.00) 0.24% \$ (79,905.60) \$ 8,676,959.24 \$ (79,905.60) \$ 2,473,926.03 \$ 2,473,926.03 \$ 2,473,926.03 \$ 2,473,926.03 \$ 2,473,926.03 \$ 2,473,926.03 \$ 2,473,926.03 \$ 2,483,82.01 \$ 448,032.17 \$ 303,799.01 \$ (55,417.00) \$ 248,382.01 \$ 448,032.17 \$ 45,816.28 \$ 4	\$ 13,276,959.24 \$ (1,950,000.00) 0.24% \$ (1,100,000.00) 0.24% \$ (1,350,000.00) 0.24% \$ (1,350,000.00) 0.25% \$ (200,000.00) 0.25% \$ (200,000.00) 0.24% \$ (1,350,000.00) 0.24% \$ (2,00,000.00) 0.24% \$ (2,255,3752.02 \$ 1.000273207 \$ 1.000273207 \$ \$ (79,905.60) \$ (79,905.60

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

monthly bank service charges.

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

²³





DATE: August 7, 2013

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

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

SUBJECT: PAYROLLS AND WARRANTS FOR JUNE 2013

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

Payroll Period	Amount	Register #
05/29/13-06/11/13	\$454,127.54	12
06/12/13-06/25/13	\$315,738.54	13

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

Payroll Period	Amount	Register #
05/20/13-06/02/13	\$842,337.25	12
06/03/13-06/16/13	\$853,335.39	13

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

Register Date	Amount	Register #
06/06/2013	\$10,146,890.09	625-626
06/13/2013	\$1,853,936.43	627
06/20/2013	\$307,528.72	628
06/27/2013	\$559,282.10	629

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

SG: ms



1700 W. Fifth St. San Bernardino, CA 92411 909-379-7100 www.omnitrans.org

ITEM#_____E4

DATE: August 7, 2013

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

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

SUBJECT: CLAIMS FILED AGAINST OMNITRANS FOR JULY 2013 –

INFORMATION ITEM ONLY

CLAIMANT	DATE OF LOSS	CLAIM NUMBER
De La Torre, Jaime	02/12/13	CLPA10981A2
Donaldson, Duane	06/18/13	CLPA10980A1
Gutierrez, Joe	05/09/13	CLPA10990A2
Jones, Michelle	06/18/13	CLPA10980B1
Levario, Antonio	01/17/13	CLPA10985A1
Lopez, Ramon	05/06/13	CLPA10984A2
Moreno, Daniel	05/09/13	CLPA10982A1

Summary of Accidents	No. of Claimants
Injury Inside Coach	2
Coach/Vehicle Accident	4
Lost Property	1

For the Claims Above:

0% of claims were filed 1 to 5 days after the incident. 0% of claims were filed 6 to 10 days after the incident. 100% of claims were filed 11 or more days after the incident.

/ca



1700 W. Fifth St. San Bernardino, CA 92411 909-379-7100 www.omnitrans.org

ITEM # _____ E5

DATE: August 7, 2013

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

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

FROM: Milind Joshi, sbX Program Manager

SUBJECT: CONSTRUCTION PROGRESS REPORT NO. 18 THROUGH JUNE 21,

2013 - sbX E STREET CORRIDOR BRT PROJECT

FORM MOTION

Receive and recommend to the Board of Directors for receipt and file Construction Progress Report No. 18 for the sbX E Street Corridor BRT Project through June 21, 2013.

This item was reviewed by the Administrative & Finance Committee at its July 8, 2013, meeting and recommended to the Board of Directors for receipt and file.

BACKGROUND

This is Construction Progress Report No. 18 for the sbX E Street Corridor Project.

CONCLUSION

Receive and recommend to the Board of Directors for receipt and file Construction Progress Report No.18 for the sbX E Street Corridor BRT Project through June 21, 2013.

PSG:MJ

Attachment



sbX E Street Corridor Bus Rapid Transit (BRT) Project

Construction Progress Report No. 18

As of June 21, 2013

Submitted By:

JACOBS

Contractor: SBX Corridor - Griffith/Comet

VMF - USS Cal Builders

Contractor Contract No.: IPMO11-5

Project Manager: Roger Hatton, P.E.

Karim Varshochi, P.E. Resident Engineer

(Corridor)

Anni Larkins, P.E.

Milind Joshi, P.E.

(VMF)

Omnitrans Program

Omnitrans Acting Manager:

Construction Manager



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 - B. Summary Status Update sbX Corridor
 - C. February Work sbX Corridor
 - D. Concerns sbX Corridor
 - E. Project Description Vehicle Maintenance Facility (VMF)
 - F. Summary Status Update Vehicle Maintenance Facility (VMF)
 - G. February Work Vehicle Maintenance Facility (VMF)
 - H. Concerns Vehicle Maintenance Facility (VMF)
- II. Project Schedule
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 - B. Summary of Project Schedule Vehicle Maintenance Facility (VMF)
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 - B. Vehicle Maintenance Facility (VMF)
- IV. Safety
- V. Project Budget and Cost
- VI. Change Orders and Claims
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 - B. sbX Corridor Change Orders
- VII. Project Photographs
 - A. sbX Corridor Photos
 - B. Vehicle Maintenance Facility (VMF) Photos

I. PROJECT STATUS SUMMARY

A. Project Description – sbX Corridor

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

The Refined LPA includes:

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

B. Summary Status Update – sbX Corridor

In June, the contractor continued working on completing all site improvements at the side running stations north of Marshall to Kendall Palm Station, as well as, continuing work on the platform paver installation at the Shandon Hills Stations.

On the east side of E Street, point repair work began on the existing sanitary sewer main under center running lane between 11th and 5th Streets; installation of the relocated trees, construction of curb and gutter, drive ways, sidewalks, and installation of the underground conduit for traffic signals and street lights were continued on E Street between 6th and 2nd Streets.

Work on the east side of E Street continued between 2nd Street and Orange Show with the completion of the demolition, removals, grading, and the placement of concrete for the ADA ramps at the intersections.

On the south side of Hospitality Lane between Waterman and Tippecanoe, roadway widening is ongoing with grading and utility adjustments/relocations being completed. The contractor continued working on irrigation and landscape construction and the construction of the Tippecanoe Station.

Contractor continued work on the Hunts Station and the Carnegie Station (center running stations on Hospitality Lane); completed the platform concrete and started construction of the ramp and planters on both stations.

In Loma Linda the contractor constructed the platform and placed concrete at the Anderson Park and Ride.

C. July Work – sbX Corridor

Work planned for July is as follows:

- Installation of the sanitary sewer lining in the center running lane from 11th Street to 5th Street.
- Continue working on platforms; installing pavers from Marshall to Shandin Hills
- Continue with the installation of underground conduits, curb, gutter and sidewalk on the east side of E Street between 2nd Street to 6th Street.
- Complete irrigation and landscape installation on the south side of Hospitality Lane between Carnegie West and Tippecanoe.
- Continue installation of video detection and E.V.P systems. Continue installation of electric services for stations and traffic signals.
- Start construction of center running lanes.

D. Concerns - sbX Corridor

In order to accomplish the Revenue Start Date (RSD) of April 30, 2014, the project team has stepped-up efforts to accelerate construction and related activities; however, the project continues to face unforeseen field conditions which have been impacting progress, for example:

- South side of Hospitality Lane, two catch basins need to be constructed after construction of the center running lane is completed. An SCE duct bank needs to be relocated to provide the area needed for the CB construction.
- Maintaining traffic flow through the construction site while constructing the center running lanes.

The CM team and Designer of Record are working in coordination with the Contractor, the City of San Bernardino, and the various utility companies to address project issues as they arise in order to maintain the project momentum.

E. Project Description – Vehicle Maintenance Facility (VMF)

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

F. Summary Status Update – Vehicle Maintenance Facility (VMF)

In June the Contractor continued working at the temporary fuel island (Building D) installing and testing mechanical piping in preparation for installation of the CNG dispensers. Factory testing of the new CNG dispensers occurred on May 30, 2013 and the dispensers delivered on June 10, 2013 for installation at the fuel island.

Contractor also installed 8 of 12 light poles at the parking lot, started drywall installation at the Building A Battery Room, started demolition layout and installation of electrical conduit in the Maintenance Building (Bldg. A), and completed testing of the 1,000 gallon unleaded fuel tank.

G. July Work – Vehicle Maintenance Facility (VMF)

In July the Contractor expects to complete the temporary fuel island (Building D), working with the Agency's IT Department to ensure all IT components, CCTV cameras and associated items are operational for turnover to the Agency.

Pending Change Order approval, the Contractor is also expected to start demolition of the pits in Maintenance Building (Bldg. A), concrete installation for the trash compactor pad, continue installation of the parking lot lights, and continue work at the battery room including construction of a drain for the emergency eyewash/shower in the storage room.

Concerns – Vehicle Maintenance Facility (VMF)

The VMF project is currently behind schedule, however, the CM Team is working with the Designer of Record and Agency staff to address design, scope and contractual changes, and time impacts thereof, in a timely manner.

As solutions are developed, the CM team in coordination with the Contractor is working to expedite implementation of these resolutions to accomplish the Revenue Start Date (RSD) of April 30, 2013.

II. PROJECT SCHEDULE

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

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

A. Summary of Project Schedule – sbX Corridor

The sbX CM team is targeting to complete construction in February 2014 in order for Revenue Operations to begin by April 2014 per the Project Construction Grant Agreement (PCGA).

The March update was submitted on June 18, 2013. The CM team returned March update comments on June 24, 2013. The Contractor has committed to submitting the April update by July 8, 2013.

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

The Contractor's Baseline Schedule (Rev 3) was approved on May 7, 2013. At the request of the Contractor, revised Baseline Schedule (Rev 4) was submitted and approved on June 3, 2013. The Contractor submitted its May 15, 2013 Monthly Schedule Update on June 21, 2013.

III. REQUESTS FOR INFORMATION (RFIS), SUBMITTALS, AND NON-CONFORMANCE REPORTS (NCRS)

A. sbX Corridor

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

Total RFIs – 882	Total Submittals – 693	Total NCRs - 18
Total Open – 46	Total Open – 23	Total Open - 3

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

B. Vehicle Maintenance Facility (VMF)

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

Total RFIs – 115	Total Submittals – 237	Total NCRs – 3
Total Open – 6	Total Open –13	Total Open – 3

IV. SAFETY

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

SbX Corridor - As of June 21, 2013 there are 241,082 "no-lost time" hours. VMF - As of June 14, 2013 there are 4504 "no-lost time" hours.

V. PROJECT BUDGET AND COST

TOTAL PROGRAM BUDGET

BUDGET AS OF MAY 31, 2013

Approved Budget \$191,706,000
Cost to Date \$107,191,452
Estimate to Complete \$79,604,527
Estimate at Completion \$186,795,979

SBX CORRIDOR PROJECT COSTS - AS OF MAY 31, 2013

	CURRENT AUTHORIZED	CURRENT INVOICES PAID	REMAINING CONTRACT BALANCE
Jacobs	\$5,716,965	\$5,713,251	\$3,714
Parsons	\$18,097,876	\$16,841,566	\$1,256,310
Griffith/Comet	\$79,479,169	\$42,200,744	\$37,278,425
TOTAL	\$103,294,010	\$64,755,561	\$38,538,449

VMF CORRIDOR PROJECT COSTS - AS OF MAY 31, 2013

	CURRENT AUTHORIZED	CURRENT INVOICES PAID	REMAINING CONTRACT BALANCE
STV Inc.	\$1,046,132	\$901,757	\$144,375
USS Cal Builders	\$10,672,049	\$666,319	\$10,005,730

SBX CORRIDOR CONTRACT TIME

Activity	Days	Date
Notice to Proceed		11/21/11
Calendar Days per Original Contract	730	
Original Completion Date		12/21/13
Calendar Days Completed as of June 21, 2013	569	
CCO Time Extension to Date	0	
Required Completion Date as of June 21, 2013	161	12/21/13
Forecasted Revenue Start Date as of June 21, 2013		04/30/14
Percent Time Elapsed	77.94%	

VMF CONTRACT TIME

Activity	Days	Date
Notice to Proceed		12/10/12
Calendar Days per Original Contract	425	
Original Completion Date		02/08/14
Calendar Days Completed as of May 31 2013	193	
CCO Time Extension to Date	0	
Required Completion Date as of May 31 2013	232	02/08/14
Forecasted Revenue Start Date as of May 31, 2013		04/30/14
Percent Time Elapsed	45.41%	

VI. CHANGE ORDERS

VMF CONTRACT CHANGE ORDERS As of June 21, 2013

COR#	Approved Change Orders	Amount
1	Increase size of agency's field office to be provided by Contractor	No Cost
Amend 1	Further Clarification of Order of Precedence of Documents	No Cost
Amend 2	Further Clarification of General Provision DDD Partneting and EEE DRB	No Cost
2	Framing of Temporary Fuel Island Platform due to Revisions to AD-101 Not Included in Bid Documents	\$35,000.00
3	Re-Survey for Revised Bus Parking Lot Lighting and Striping Layout and Revised Trash Compactor Location	\$2,500.00
4	Shift Alignment of Parking Lot Light Pole Foundations to the East Due to Existing Telecommunications Duct Bank	\$10,000.00
5	Pothole Gas Line on Omnitrans Property	\$10,000.00
6	Revisions to Contract Dwgs/Fiber Optic Connection to temporary Fuel Island	\$180,000.00
7	Excavation of Flooded Trenches due to Water Run Off from Fire Hydrant	\$2,500.00
8	Unknown Concrete Foundation in Utility Trench for Waste Compactor	\$6,000.00
Total		\$246,000.00

VMF PENDING CHANGE ORDERS/CHANGE ORDER REQUESTS As of June 21, 2013

COR#	Pending Change Orders	Amount *
11	Relocating Lift Equipment in the Battery Storage Room	\$ 8,407.49
Total		\$196,907

VMF POTENTIAL CHANGE ORDERS/CHANGE ORDER REQUESTS As of June 21, 2013

COR#	Potential Change Order Description	Amount*
3	Revisions to the layout and locations of Temporary Fuel Island, Trash Compactor and Parking Lot Lighting	(\$10,000.00)
4	Monthly Field Office Utility Costs (Water & Electricity Only)	
5	Kristar Filter Media for the Storm Water Drainage System	\$5,000.00
6	Furnish and Install SWPP BMPs at Existing Drainage Inlets	\$5,000.00
7	Optional 5 HP Compactors	\$75,000.00
8	Contractor's Weekly Overhead Expenses (Gen Prov G)	\$4,500.00

COR#	Potential Change Order Description	Amount*
9	Carlin contract documents (exhaust fans, paint booth, CNG schematics) left out of the conformed set of drawings	\$90,000.00
11	Relocating Lift Equipment in the Battery Storage Room	\$9,777.00
12	Davis-Bacon Wage Determination	¥ - ,
14	Blank References in Technical Specifications	
15	Water Meter on 6th Street Downsize from 4" to 3"	(\$90.00)
16	Selective Demolition and Salvaging of Capital Equipment	\$15,000.00
17A	Redesign of Gas line Point of Connection	\$15,000.00
21	Install Permanent Spare Conduit Run for CCTV Cameras from Guard Station to Power Source on Southwest Corner of 6th and Medical Center Drive	\$15,000.00
22	EPA Tier 3 Spill Prevention Control and Countermeasures (SPCC) Plan	\$10,000.00
25	Realignment of Sewer Line	\$30,000.00
28	Redesign of Concrete Pad for the Trash Compactor at West End of VMF Property	\$13,265.00
29	Design Changes at Building A	\$250,000.00
31	Trespa Wall Panels	\$33,836.00
31A	Credit for Gypsum Board in Building B	(\$5,000.00)
33	Additional Sheet Metal	\$10,500.00
34	Floor drain at the Eye Wash/Shower in the Battery Room	\$15,000.00
35	Additional Striping	\$7,676.00
36	Bus Wash Services	\$15,000
37	Schedule Impacts to March 1 st	\$112,500.00
38	Notification of Temporary Demobilization	
39	Conduit Splice from Switchboard	\$55,341.00
40	Spare Parts	\$5,000.00
41	Epoxy Anchors	\$6,000.00
42	Provide 480V (3-phase) Power to Leased Compressor at Temp Fuel Island	\$9,000.00
43	Changes to Stainless Steel Panel at Bus Wash	\$12,000.00
Total		\$804,305.00

^{*} Currently pricing is estimated based on Rough Order of Magnitude pending designer plans or final submittal of pricing by USS Cal Builders.

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

^{*} Items without pricing are currently being estimated.

SBX CONTRACT CHANGE ORDERSAs of June 21, 2013

CCO#	Approved Change Orders	Amount Approved
Amend 1 to Bid Item		
318	Unknown Conditions Allowance increase	\$650,000.00
1	Relocation of Water Meters 1" and Smaller to the Main Supply Line	\$2,594,555.00
2	Additional Contractor Insurance Requirements	\$214,364.64
3	Electrical Service Modifications for Street Lights	\$433,500.00
4	Modifications to Project Signs	\$3,519.69
5	Requirement for Additional Emergency Vehicle Pre-emption (EVP) & Civil Modifications	\$455,553.60
6	Partnering Supplies	\$7,936.87
7	Additional Traffic Signal Requirements	\$59,477.00
8	Plan Revisions	\$0.00
9	Increase to Artist Budget	\$3,187.24
10	Out of Sequence Concrete Pours	\$381,042.00
11	Revised Pavement Section - E Street 10th to 2nd Street	\$721,519.44
12	Cross Gutter at E Street and Victoria	\$48,665.19
13	Fire Sprinkler System Restart	\$130,000.00
14	Walkway at Coco's Restaurant - North Side Hospitality Station 633+00	\$24,775.37
15	SCE & Verizon Service Connection Revisions	\$929,399.36
16	E Street / North Mall Way Bay Taper	\$27,413.51
16A	E Street / North Mall Way Bay Taper	\$11,867
17	Union Street Removal Limits and Culvert Modifications	\$24,900.53
18	Kendall at Palm Local Bus Stations - Part 1 - Civil	\$52,162.27
19	0"-18" Retaining Curb	\$68,537.46
20	Modify Driveway Approaches to Meet Grade	\$96,444.00
21	Kendall/Palm Grade Revisions to Meet ADA	\$28,060.67
22	Expedite Driveway and Match Pavers Hospitality STA 698+20	\$20,688.77
23	Route 2 Bus Stop Revision at 9th & E	\$32,929.97
24	Revised Conduit due to SCE Vault at N. Mall Way	\$18,816.21
25	Remove and Relocate Conflicting Traffic Signal Foundation 8th & E	\$6,434.48
26	Removal of Additional Concrete	\$38,505.36
27	Revised Concrete Footing for Kendall / Little Mtn. N. Station	\$7,676.97
28	4000 PSI Concrete in Lieu of 2500 PSI - Bid item 163	\$39,552.50
29	Graded Channel at North End of Kendall / Palm	\$51,042.18

CCO#	Approved Change Orders	Amount Approved
30	Moifications to Drainage Plan at South End of Kendall / Palm Park n Ride	\$55,133.04
31	Concrete V-Ditch with Splash Walls along West Side of Kendall / Palm Station Platform	\$27,123.69
32	Allowance to Meet Time Sensitive Field Changes	\$400,000.00
Amend 1 CO 32	Allowance to Meet Time Sensitive Field Changes	\$507,800.00
33	Increase Size of Catch Basin at E & N. Mall Way	\$3,941.87
34	New Cabinet at E & Orange Show; Additional Conduit at CSUSB	\$83,494.82
35	Revision to bid item 319 – Optional traffic signal at Hospitality and private driveway	-\$123,601.53
36	Addition of New Conduit & Deletion of Red Light Camera System at the NE Corner of Hospitality Lane and Waterman Ave.	\$0.00
37	Modification to Handrail Height to Meet ADA Requirements	\$0.00
38	Relocate Irrigation Controller at NW Corner of Hospitality and Tippecanoe	\$1,919.40
39	Isolated AC Removal and/or Replacement	\$44,330.58
40	Temporary Lighting, Removal and Replacement of City Banners, and Installation of Street Name Signs	\$29,027.15
41	Slope, Irrigation, and Misc. Revisions to North Side of Hospitality from Carnegie West to Carnegie East (STA 662+00 to STA 682+00)	\$48,034.39
42	Brick Pavers at Driveway STA 694+50	\$7,751.78
43	Walkway at Outback Restaurant along Hospitality STA 666+00	\$45,407.15
44	Relocate Conflicting Water Facilities Not Shown to be Relocated on Original Contract Drawings at various locations	\$223,095.00
44A	Relocate Detector Check Valves to Conform to the New Curb Alignment	\$475,000.00
45	Demolition and Reconstruction of Parkway Culverts along Northside	\$108,762.60
46	Modified Utility Plans Showing Vaults to be Replaced and water Meter As-Builts	\$1,199,917.67
46A	Extend Lateral Pipe and Install Precast Concrete Vault and Cover with Relocated Check Valve.	\$270,000.00
47	Perform Asphalt Paving along Southbound Kendall Drive Station 102+00 to 111+00 Ahead of Schedule but Out of Sequence	\$31,788.12
48	Restaking of revised curb returns at south Hospitality Lane, station 639N+694L	\$462.00
49	Independent Welding Cost	\$75,000.00
50	Provide and install materials not shown on original contract documents	\$45,288.00
51	Storm Drain System and Geothermal Pipeline Redesign	\$85,179.62
52	Irrigation revisions at CSUSB station due to CSUSB irrigation requests	\$54,964.64
53	New Service Cabinet at Hospitality and Tippecanoe	\$2,912.18
54	Pylon Signs	\$65,107.58
55	Sewer Line Replacement at 10th and E Street	\$77,341.22
56	Tree Relocations and Substitutions along E Street and North Side of Hospitality	\$9,056.07
57	Remove Shrubs along Corridor	\$2,957.36
58	Add Pedestrian Push Buttons along Corridor at Missing Locations	\$20,627.48

CCO#	Approved Change Orders	Amount Approved
60	Demolition of Home on Southeast Corner of Hospitality and Tippecanoe	\$103,240.69
61	Banner Pole Foundations	\$10,147.00
62	Modified Electrical Plans for Stations at Baseline	\$227,133.50
63	Civil Modifications on South Side of Hospitality Lane from Home Depot West to Harriman on Hospitality Lane	\$112,948.01
64	Increase to Artists' Budget	\$39,891.98
65	Remove Center Median along Hospitality from Carnegie West to Tippecanoe to Expedite Contract work Done ahead of Schedule, but out of Sequence, to Avoid Deliays to Critical Path	\$285,000.00
66	Redesign of Median Fountain Area at Court Station	\$7,721.94
69	0"-18" Retaing Curb	\$89,011.28
70	TS pole relocated at Hospitality and Waterman	\$20,140.00
71	Station Flowline Revisions to North Mall	\$0.00
72	Station Flowline Revisions to Tippecanoe	\$0.00
73	Increase Bid Items by 25%	\$1,861,890.00
74	Repair Sewer Line along E Street from 11th to 4th Street - Sewer Point Repairs	\$623,164.00
75	Irrigation Controller at Kendall / Palm Park-N-Ride	\$58,790.00
Amendment 1 to CCO 10	Amendment 1 to CCO 10 - Out of Sequence Pours	\$0.00
Amendment 1 to CCO 11	Amendment 1 to COR 11 - Revised Pavement Section along E Street from 10th to 2nd Streets	\$0.00
Amendment 1 to CCO 19	Amendment 1 to COR 19 - 0" to 18" Retaining Curb	\$0.00
77	Conflict with Edison and Verizon; Storm Drain Redesign on Hospitality and Tippecanoe	\$27,000
79	Station Flowline Revisions to Rialto	\$9,577.6
Total		\$14,551,944

SBX POTENTIAL CHANGE ORDER REQUESTS Costs as of June 21, 2013

COR#	Potential Change Order Description	* Amount
9	Caltrans Kendall & Palm Encroachment Permit	\$50,000
30	Bus #2 Stop Revisions - Move bus stops outward to avoid impacts to thru traffic	\$120,000
41	Change sbX Traffic Signal Heads from PV to LRT	\$151,000
43B	Increase In Project Bid Quantities over 125%	\$2,148,808
57	Extended Steel Plate Rentals	\$29,414
63	Irrigation revisions due to meter size revisions at sbX stations	\$40,000
105	World Oil Gas Station Revisions	\$33,351
106	Revised Pedestrian Access North Side of Hospitality STA 620+00 and 621+00.	\$1,560
108C	Station Flowline Revisions to Court	\$50,000
108D	Station Flowline Revisions to Carnegie	\$50,000
108F	Station Flowline Revisions to Hunts Lane	\$50,000
111	Revisions to Loma Linda Park-N-Ride Civil Scope	\$154,126
113	Revisions to Loma Linda Park-N-Ride Landcape and Irrigation	\$40,000
118	Additional Traffic Signal controller on E St and Rialto	\$10,000
120	Water valves in conflict with the curb and gutter line on Hospitality from Hunts Lane to Waterman Ave. on the southside.	\$176,236
121	Low rail at back of station ajacent to the V-ditch at Kendall Palm Station	\$15,000
123	Buy America	\$10,000
126	Delete resoration of turf on corner of North Mall Way and E Street	\$1,662
131	Station CNS Fiber Optic to Replace T1	\$100,000
132	Gage Canal Changes - Street Improvement South Side of Hospitality STA 685+00 to 696+00	\$50,000
136	Relocation of Material on Crusher Site Storage	\$16,653
138	Bus Pad Grade at West Side Highland STA 418+72 to 416+00	\$15,000
142	Reinforced Concrete Retaining Wall Type 4 to Protect Slope at VA Hospital	\$45,000
143	City of Loma Linda Civil Modifications at Various Locations	\$350,000
144	Increase in Allowance for Unknown Conditions	\$250,000
145	Handicap Ramp Redesign at 4th & E Street	\$62,000
147	Increased Square Footage of Artist Glass Panels	\$10,001
148	Utility conflicts at Anderson & Redlands West Station	\$70,000
149	Sidewalk in front of IHOP Restaurant	\$20,000
150	Fabric Binder and Other Incidentals Associated with Hospitality Paving	\$100,000
151	Gage Canal Concrete Cover	\$106,243
152	Unsuitable Material Removal at Hospitality Lane	\$65,000

COR#	Potential Change Order Description	* Amount
154	Benton/Barton South West Grade Conflicts	\$20,772
155	E St & 2nd - Pull Boxes in ADA Ramp	\$30,872
156	Clear & Grub, Tree Relocation	\$25,940
157	Unforeseen Rebar in PCC on East side from 4th through 5th on E St	\$35,000
160	Trench Plates for Bus Pads at Carnegie and Tippecanoe Stations	\$25,000
162	Safety Tapers Along BRT Lane	\$150,000
163	Traffic Signal Modifications and ADA Ramps at Anderson/Court	\$30,000
164	Correction Notice per City of San Bernardino	\$60,000
165	Relocation of Irrigation Controller System on Hospitality Lane	\$15,000
166	ADA Compliance Project Wide	\$50,000
167	Redesign of Cross Gutter Spandrel at E St and Court	\$50,000
168	Conduit at Redlands Park & Ride	\$35,000
169	Eliminate Planter Area at South East Corner of Court and E Street	\$20,000
170	Demolition and Removal of Existing Block Wall at NE Corner of E Street and Marshall Blvd.	\$20,000
Total		\$4,958,638.00

^{*} Currently pricing is estimated based on Rough Order of Magnitude pending designer plans or final submittal of pricing by JV.

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

SBX PENDING CHANGE ORDER REQUESTS Costs as of June 21, 2013

No.	COR#	Pending Change Orders	Amount
1	52	Gas Station at NW Corner of E Street & Orange Show Road (Auto Center Drive)	\$71,728
3	83A	Elimate Solar Panels (Electrical Portio) - Comet	(\$158,700)
5	70	Additional Survey Monuments	\$113,183
6	125	Prevention Measures to Further Theft	\$8,500
7	107	Tree Plan Modifications along Hospitality Lane	\$56,844
8	27	Eliminate Traffic Signal Requirements at Kendall/Palm	(\$39,939)
9	28	Addition of Two Local Bus Stops	\$3,514
10	29	Gage Canal Changes - Driveways and Gates	\$139,888
11	76	Slope to Surrport Sidewalk on West Side of E Street	\$72,079

^{*} Items without pricing are currently being estimated.

No.	COR#	Pending Change Orders	Amount
12	36	Flow Line Modifications to Kendall at Little Mountain, Kendall at Shandin, E Street at Highland, E Street at Baseline and CSUSB Stations. RFI 566 replaced CMU wall at Little Mtn with 4:1 slope and 0-18" retaining curb.	\$0
13	47	Replace Driveway Approach at Parcel B251 - SW Corner E Street & Chandler Place STA 632	\$25,591
14	2	Plan revisions at E Street & Marshall Blvd	\$211,858
15	140	Place Cold Mix at Kendall Drive and Little Mountain for Smooth Transition	\$10,000
16	129	Benton and Barton - Required Conduit Not on Plans	\$32,647
17	146	Demolish One (1) Pine Tree and One (1) Pilaster at the West Anderson/Prospect Station	\$7,094
18	102	Landscape and Irrigation Modifications Hospitality STA 695+00 to 704+00	\$11,205
19	78	Hospitality and Carnegie West Incurred costs as a result of Caltrans Permitting Issues; Water meter retaining walls from Carnegie East to Carnegie West within 2:1 slope.	\$71,016
20	99A	Irrigation Revisions - North Side of Hospitality from Carnegie West to Carnegie East; Traffic Control - North Side of Hospitality from Carnegie West to Carnegie East	\$141,688
21	94A	Additional Funds to Isolated AC Removal and/or Replacement	\$296,085
22	134	Existing Push Buttons Does Not Meet ADA Requirements	\$63,182
23	139	TSP WLAN	\$14,700
24	99B	Landscape Revisions - North Side of Hospitality from Carnegie West to Carnegie East	\$20,556
25	147	Increased Square Footage of Artist Glass Panels	\$10,001
26	100A	Modifications on the South Side of Hospitality	\$85,098
27	52A	Irrigation and Planting Plan Revisions for Parcel B239	(\$9,547)
28	52B	Gas Station at NW Corner of E Street & Orange Show Road	\$100,061
29	133	Modifications on the South Side of Hospitality	\$603,786
30	159	Additional Costs for Surveying Services as a Result of Differing Site Conditions	\$40,000
31	37A	Additional Out of Sequence Quantities Items to COR 37	\$300,000
32	158	Traffic Control at Loma Linda	\$47,878
	TOTAL		\$2,349,996

VII. Project Photographs

SBX CORRIDOR PROGRESS PHOTOS



1. Sawcut and Seal Joints at Kendall/Palm



2. Soil Preparation and Planting on the South Side of Hospitality

VMF PROGRESS PHOTOS



1. Contractor installing the Facility Distribution 4" copper Water Line along the North Site CMU wall and above the existing Fire Pump Enclosure.



2. Contractor received delivery of the new CNG Fuel Dispensers, Buffer and Master Control Panels.

IPMO/sbX Project Through 5/31/13

	T		1	111100	gn 5/31/13	I	1	T
Standard Cost Category (SCC)	Description	Approved Current Budget		%	Remaining Budget	,	•	
10	GUIDEWAY & TRACK ELEMENTS	19,725,000	8,470,479	42.9%	\$ 11,254,521	\$ 9,507,259	\$ 17,977,738	\$ 1,747,262
	Guideway: At-grade semi-exclusive (allows cross-							
10.02	traffic)	\$ 18,353,000	7,159,148	39.0%	\$ 11,193,852	\$ 8,559,345	\$ 15,718,493	\$ 2,634,507
10.03	Guideway: At-grade in mixed traffic	\$ 1,372,000	1,311,331	95.6%	\$ 60,669	\$ 947,914		\$ (887,245)
20	STATIONS, STOPS, TERMINALS, INTERMODAL	14,917,000	5,567,462	37.3%	\$ 9,349,538	\$ 8,918,974	\$ 14,486,436	\$ 430,564
	At-grade station, stop, shelter, mall, terminal,							
20.01	platform	14,917,000	5,567,462	37.3%	\$ 9,349,538	\$ 8,918,974	\$ 14,486,436	\$ -
	SUPPORT FACILITIES: YARDS, SHOPS, ADMIN.							
30	BLDGS	\$ 8,131,000		8.2%			,	
30.02	Light Maintenance Facility	\$ 4,265,000	517,730	12.1%				
30.05	Yard and Yard Track	\$ 3,866,000		0.0%			<u> </u>	
40	SITEWORK & SPECIAL CONDITIONS	34,271,000		50.7%				
40.01	Demolition, Clearing, Earthwork	\$ 4,741,000		5.9%				
40.02	Site Utilities, Utility Relocation	\$ 4,993,000	6,041,275	121.0%	\$ (1,048,275)	\$ 4,168,352	\$ 10,209,627	\$ (5,216,627)
	Site structures including retaining walls, sound							
40.05	walls	\$ 90,000	61,172	68.0%	\$ 28,828	\$ 11,052	\$ 72,224	\$ 17,776
	Pedestrian / bike access and accommodation,							
40.06	landscaping	\$ 6,925,000	1,470,388	21.2%	\$ 5,454,612	\$ 2,441,539	\$ 3,911,927	\$ 3,013,073
	Automobile, bus, van accessways including							
40.07	roads, parking lots	\$ 3,601,000	3,131,780	87.0%	\$ 469,220	\$ 1,115,569	\$ 4,247,349	\$ (646,349)
	Temporary Facilities and other indirect costs							
40.08	during construction	\$ 13,921,000	6,404,620	46.0%	\$ 7,516,380	\$ 2,523,128	\$ 8,927,748	\$ 4,993,252
50	SYSTEMS	\$ 16,727,000	11,705,816	70.0%	\$ 5,021,184	\$ 8,658,861	\$ 20,364,677	\$ (3,637,677)
50.02	Traffic signals and crossing protection	\$ 10,810,000	4,771,874	44.1%	\$ 6,038,126	\$ 1,698,803	\$ 6,470,677	\$ 4,339,323
50.05	Communications	\$ 4,210,000	4,526,694	107.5%	\$ (316,694)	\$ 3,767,306	\$ 8,294,000	\$ (4,084,000)
50.06	Fare collection system and equipment	\$ 1,707,000	2,407,248	141.0%	\$ (700,248)	\$ 3,192,752	\$ 5,600,000	\$ (3,893,000)
	Pending Change Orders					\$ 6,131,176	\$ 6,131,176	\$ (6,131,176)
	Risk					\$ 1,560,000	\$ 1,560,000	\$ (1,560,000)
	Construction Subtotal (10-50)	93,771,000	43,800,870	46.7%	\$ 49,970,130	\$ 58,480,457	\$ 102,281,327	\$ (8,510,327)
60	ROW, LAND, EXISTING IMPROVEMENTS	\$ 6,532,000		85.0%	\$ 976,740	\$ 1,544,005	 	\$ (567,265)
60.01	Purchase or lease of real estate	\$ 6,327,000	5,546,166	87.7%	\$ 780,834	\$ 1,348,099	\$ 6,894,265	\$ (567,265)
00.01	Relocation of existing households and	\$ 0,327,000	3,340,100	07.770	7 700,054	7 1,540,055	ÿ 0,054,205	3 (307,203)
60.02	businesses	\$ 205,000	9,094	4.4%	\$ 195,906	\$ 195,906	\$ 205,000	\$ -
70	VEHICLES	\$ 16,628,000		79.1%				\$ 297,455
70.04	Bus	\$ 15,448,000	13,147,397	85.1%				\$ 24,503
70.04	Non-revenue vehicles	\$ 250,000		0.0%			\$ 15,423,497 \$ -	\$ 250,000
70.07				0.0%			'	
80	Spare parts PROFESSIONAL SERVICES	\$ 930,000 56,702,000	_	78.8%	\$ 930,000 \$ 12,014,075	\$ 907,048 \$ 16,396,916		\$ 22,952 \$ (4,382,841)
80.01		\$ 12,921,000	12,876,525	99.7%		\$ 27,302		
80.01	Preliminary Engineering						 	
80.02	Final Design Project Management for Design and	\$ 7,261,000	6,658,638	91.7%	\$ 602,362	\$ 1,470,478	\$ 8,129,116	\$ (868,116)
80.03	Construction	\$ 15,997,000	0.566.664	F2 C0/	ć 7,420,226	¢ 6.156.036	ć 14.722.700	ć 1.274.200
80.03			8,566,664	53.6%			·	\$ 1,274,300 \$ (5,220,648)
80.04	Construction Administration & Management	\$ 6,632,000	5,713,251	86.1%	\$ 918,749	\$ 6,139,397	\$ 11,852,648	\$ (5,220,648)
90.05	Professional Liability and other Non-	ć 1 113 000		0.00/	ć 1.113.000	ć 500,000	ć 500,000	ć (12.000
80.05	Construction Insurance	\$ 1,112,000	-	0.0%	\$ 1,112,000	\$ 500,000	\$ 500,000	\$ 612,000
80.06	Legal; Permits; Review Fees by other agencies,	¢ 40 506 000	10.072.047	102.624	ć (27C 247)	6 4.257.702	42 222 550	ć (4.634.550)
80.06	cities, etc.	\$ 10,596,000		102.6%				
80.07	Surveys, Testing, Investigation, Inspection	\$ 1,463,000		0.0%	\$ 1,463,000		<u> </u>	
80.08	Start up	\$ 720,000		0.0%	\$ 720,000			. , , ,
Subtotal (10-80)		\$ 173,633,000	\$ 107,191,452	61.7%	\$ 66,441,548			
uri	UNALLOCATED CONTINGENCY	18,073,000	-	0.0%	\$ 18,073,000			
30						0/ 51/ 5/0	\$ 191,706,000	
90	Subtotal (10-90)	191,706,000	107,191,452	55.9%	\$ 84,514,548			
100	Subtotal (10-90) FINANCE CHARGES	191,706,000	107,191,452	55.9%	\$ 84,514,548	\$ -	\$ -	\$ -

IPMO/sbX Project Cost Report Period Ended 5/31/13

Description	Current Budget	Expenditures		Remaining	Estimate to	Estimate at	Budget Forecast
-		\$	%	Budget	Complete	Completion	Variance
BRT Construction	84,637,000	42,268,744	49.9%	42,368,256	44,969,601	87,238,345	(2,601,345)
Vehicle Maintenance Facility							
(VMF) Construction	8,131,000	666,319		7,464,681	13,270,547	13,936,866	(5,805,866)
Vehicles - Design &							
Manufacturing	16,628,000	13,147,397	79.1%	3,480,603	3,183,148	16,330,545	297,455
ROW Acquisition Services	10,357,000	10,466,829	101.1%	(109,829)	1,271,571	11,738,400	(1,381,400)
3rd Party Utilities Design &							
Relocation	1,003,000	865,807	86.3%	137,193	240,310	1,106,117	(103,117)
BRT Design	17,849,400	16,841,566	94.4%	1,007,834	1,256,310	18,097,876	(248,476)
VMF Design	1,007,600	916,157	90.9%	91,443	529,775	1,445,932	(438,332)
Other Professional, Technical							
& Management Services	34,020,000	22,018,634	64.7%	12,001,366	14,883,264	36,901,898	(2,881,898)
SUB-TOTAL	173,633,000	107,191,453		66,441,547	79,604,526	186,795,979	(13,162,979)
Unallocated Contingency	18,073,000	-		18,073,000	4,910,021	4,910,021	13,162,979
TOTAL	191,706,000	107,191,453	55.9%	84,514,547	84,514,547	191,706,000	-



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ITEM # **E6**

DATE: August 7, 2013

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

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

FROM: Milind Joshi, sbX Program Manager

SUBJECT: sbX E STREET CORRIDOR BRT PROJECT QUARTERLY REPORT -

JUNE 2013

FORM MOTION

Receive and file sbX Quarterly Report for the sbX E Street Corridor BRT Project through June 2013.

BACKGROUND

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

This is the Quarterly Report through June 2013 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file sbX Quarterly Report for the sbX E Street Corridor BRT Project through June 2013.

PSG:MJ

Attachment

sbX Project Quarterly Update – August 2013

For Period: April 2013 to June 2013

Project Progress:

The construction activities are in full swing. Construction at 21 stations out of 23 is in various stages and is nearing completion, construction of over 70% of the BRT lanes is complete, traffic signal installation is nearing completion, street widening is nearly 90% complete, and most of the critical utilities have been relocated, with a majority of the construction permits having been obtained. Construction of the temporary gas station at the Vehicle Maintenance Facility is nearly complete, and construction at the maintenance building is about to commence. Start-up and Commissioning will begin in October 2013. All fourteen 60-foot articulated buses are received. Bus testing is in progress and operator training scheduled to commence soon.

Budget:

The project is fully funded. Based on the current projection, the project expects completion within the approved budget.

Approved Budget: \$191,706,000 Cost-To-Date (06-30-2013): \$114,046,142 Estimate-At-Completion: ~\$187,000,000

All change orders managed through the project contingency included in the approved budget.

Schedule:

The Revenue Start Date (RSD) is April 30, 2014, and based on the construction progress, the staff is confident the project will meet the targeted date for RSD.

Safety:

As of June 30, 2013, the construction team has performed over 240,000 labor-hours of work without any Lost Time Injuries.



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DATE: August 7, 2013

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

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

FROM: Donald Walker, Director of Finance

SUBJECT: PROPERTY, PRIMARY EARTHQUAKE & FLOOD, EXCESS

EARTHQUAKE, CRIME, POLLUTION, LIABILITY & PHYSICAL

DAMAGE COVERAGE FOR FISCAL YEAR (FY) 2014

FORM MOTION

Receive and file update on Omnitrans' property, primary earthquake & flood, excess earthquake, crime, pollution, liability & vehicle physical damage coverage for Fiscal Year 2014.

BACKGROUND

On March 3, 2010, the Board of Directors authorized the release of RFP-FIN10-17, Insurance Services, for the provision of insurance services for a two-year base term with three single-year options. The contract was awarded to Willis of Arizona, Inc., dba Willis of Nevada, of Las Vegas, NV, based on technical approach and prior experience with risk management at similar transit agencies. Omnitrans' liability and vehicle physical damage program is through California Transit Insurance Pool (CalTIP).

CalTIP is a self-insurance program for public transit operators in California. This is the result of the cooperative efforts of 35 public transit operators acting collectively to meet their insurance needs. Rather than pay premiums to a commercial insurance company, CalTIP members pool funds to obtain affordable insurance coverage, claims administration, and safety and loss control programs.

Annually, members of CalTIP are issued an Offset Reserve Fund Credit which members can use to reduce their annual premiums, or retain and apply towards outstanding claims. Omnitrans' past practice has been to utilize the Offset Reserve Fund Credit to reduce the annual premium. Omnitrans FY2014 Offset Reserve Fund Credit is \$394,364 compares to \$551,324 for FY2013, a reduction of \$156,960 or 28.5%.

Board Chair Alan Wapner and Members of the Omnitrans Board of Directors August 7, 2013 - Page 2

The following table compares the insurance premiums for FY2013 and FY2014 along with the liability and vehicle physical damage program cost with CalTIP.

Insurance Coverage	FY2013	FY2014	Incr/(Decr)
Property Loss	\$40,243	\$42,243	\$2,000
Crime Loss	7,130	7,130	\$0
Primary Earthquake & Flood	126,948	132,545	\$5,597
Excess Earthquake (Difference in Conditions)	41,300	41,280	(\$20)
Pollution (3 year term - \$44,867)	-	45,637	N/A
*Liability & Physical Damage	1,118,738	1,258,222	139,484
Totals	\$1,334,359	\$1,527,057	\$147,831

^{*} Includes Offset Reserve Fund Credit

CONCLUSION

This item is receive and file for informational purposes, and does not require any action by the Board of Directors.

PSG:dw



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ITEM# **E8**

DATE: August 7, 2013

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

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

SUBJECT: KEY PERFORMANCE INDICATORS – FY 2013 4th QUARTER REPORT

FORM MOTION

Receive and file the Key Performance Indicators (KPIs) 4th Quarter Report for Fiscal Year 2013.

BACKGROUND

The Key Performance Indicators were first presented to the Board of Directors during the performance evaluation of the CEO/General Manager in early 2012, along with a commitment to present the report to the Board on a quarterly basis. The attached report provides the year-end results for Fiscal Year 2013 (July 2012 – June 2013).

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

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

A few highlights for the year ending June 30, 2013, include:

Cost Effectiveness (KPI #1)

Cost per Hour for Fixed Route and Access – Results for the year in the cost per hour for fixed route and Access are both favorable. The cost per hour for fixed route for the year was \$88.01 compared to. the goal of \$93.00, and the cost per hour for Access was \$69.02 vs. the goal of \$70.59.

Service Performance (KPI #2)

Ridership – Growth – Ridership for the year finished down at -0.036%. However, average weekday Fixed Route ridership increased 0.22% to 52,276 boardings per day, average Saturday ridership increased 1.91% to 26,846 boardings per day, and average Sunday ridership increased 5.06% to 18,508 boardings per day. While ridership for each day type increased, annual

Board Chair Alan Wapner and Members of the Omnitrans Board of Directors August 7, 2013 - Page 2

ridership dipped compared to FY2012 due to calendar impacts with leap year and the days on which holidays fell. YTD ridership for students is up 0.12%, while the senior/disabled category is up 6.60%. The full fare category is down by 0.99%.

Complaints – Per 100,000 boardings/Compliments – Fixed Route – Complaints for the year ended slightly higher at 10.28 complaints compared to the goal of 10 and compliments came in favorably at 2.59 compared to the goal of 1.

Complaints Per 100,000 boardings/Compliments – Demand Response – At year end, complaints for the Demand Response Service came in at 23.41 compared to the goal of 15, and compliments at .61 vs. the goal of .5.

Reliability (KPI #3)

Mechanical/Mean Distance Between Failures (MDBF) – Year end results show the mean distance between failures at 6,195, which is under the goal of 6,500.

Budget (KPI #4)

Budget variance through June 2013 is 3.00%, which is within the goal of 0% to 5% overall.

Safety & Security (KPI #5)

Injuries – Employee – Fiscal Year 2013 ended with 85 employee injuries reported. Although the reduction of 3-5% over Fiscal Year 2012 was not attained, the year ended with the same number reported.

Losses/Claims – Passengers (FY) – Eighty-nine claims were filed by passengers in Fiscal Year 2013. Although above the goal of 80, it was one less than was filed in Fiscal Year 2012.

Labor (KPI #6)

Training-Development – Exceeded annual training hour goals for Management/Confidential, Amalgamated Transit Union and Teamsters represented employees.

Turnover – The year ended with a 9.39% turnover rate compared to the goal of <8%.

sbX E Street Corridor Project (KPI #7)

The estimated cost at completion is projected to be around \$187 million, which is below the approved budget. The projected Revenue Start Date (RSD) is April 30, 2014.

PSG

Key Performance Indicators	Goal	Strategy	June YTD	Lead
1 Cost Effectiveness				
		Efficient use of resources; All Directors to work with		
		departments to ensure cost reductions/budget		
Cost per hour - Fixed Route	\$93.00	compliance with top performance	\$88.01	Donald Walker
		Efficient use of resources; Operations to work with		
		Contractor to ensure budget compliance with top		
Cost per hour - Access	\$70.59	performance	\$69.02	Donald Walker
				Donald Walker
		Adhere to the operating budget- Build ridership on		Rohan Kuruppu
Fare recovery ratio*	23%	continuing service- post service adjustments	22.06%	Wendy Williams
2 Service Performance				
		Develop Marketing initiatives to attract new and retain		
Ridership - Growth	>2.4%	existing riders	-0.036%	Wendy Williams
		Focus service on most productive service offerings;		
Productivity - Passengers Per Hour - Fixed		eliminate unproductive service offerings Consistently		
Route	23	assess routes, schedules, headways, etc.	25.4	Rohan Kuruppu
Productivity - Passengers Per Hour -		Monitor service delivery to find efficiencies, implement		
Access	2.5	and expand on the trip repeater program	2.7	Rohan Kuruppu
		Monitor customer feedback to target improvement		<u> </u>
		efforts Continuous customer service training for		
Complaints - Per 100,000 boardings	10 complaints;	Operators; Timely follow up and correction on		Wendy Williams
Compliments- Fixed Route	1 compliment	complaints	11.2/2.6	Diane Caldera
		Monitor customer feedback to target contractor		
Complaints - Per 100,000 boardings	15 complaints,	improvement efforts; Timely follow up and correction		Wendy Williams
Compliments- Demand Response	.5 compliment	on complaints	23.7/0.8	Diane Caldera

Key Performance Indicators	Goal	Strategy	June YTD	Lead
3 Reliability				
		Buses are well maintained, on schedule, fueled and		
Mechanical/MDBF	6,500	cleaned; Operator training	6,195	Jack Dooley
		Ensure full utilization of manpower options available in MOU to avoid loss of service. Implement improvement programs; Ensure operational procedures are implemented when excess of absences are experienced.		
Loss of Service - Operations	month	Increase part-time recruitment.	180.6	Diane Caldera
Loss of Comics Maintenance		Continue using sources that support the preventive maintenance program, monitor conditions and adjust accordingly. Continue training programs that enhance	20.04	Jack Danlay
Loss of Service - Maintenance	<35 nours per month	skills of technicians in order to meet vehicle demands.	39.01	Jack Dooley
Equipment Availability	100%	Equipment is well maintained with parts available for repair; Operate the fleet with no more than 20% spares	100%	Jack Dooley
On-time Performance- Fixed Route		Constant assessment of routes and schedules; Operator training follow up; consistent application of MOU; Standard is zero minutes early departure and up to five minutes early on arrivals	86.01%	Diane Caldera Rohan Kuruppu
On-time Performance- Demand Response	· ·	Training Contractor Dispatchers to assess routes and schedules and be proactive; utilize software tools available for scheduling trips; Standard is zero minutes early and up to 30 minutes on pickup	87.84%	Diane Caldera
		Operator training and retraining as necessary; increased use of video surveillance, well maintained equipment		
Preventable accidents	miles	and personal accountability	0.826	Diane Caldera

Key Performance Indicators	Goal	Strategy	June YTD	Lead
4 Budget				
		Budget is developed on time; presented, approved &		
Development	6/30/2012	executed as adopted	6/30/2012	Donald Walker
'	, , ,	All variances, positive or negative are well documented	· ·	
Variance	0% to -5% overall	and justified	3.00%	Donald Walker
5 Safety & Security				
		Human Resources/Safety Coordination Monthly		
	Reduction of 3-5%	Meetings, Injury Prevention Module in ATCR, Ergonomic		
	OSHA Recordable	assessments, Operations Quarterly Safety Outreach		Marjorie Ewing
Injuries - Employee (Fiscal Year)	(84-86 Annually)	Campaign	85	Ray Lopez
		Passenger education through bus books/on board		
		signage; Operator training and follow up training as		Wendy Williams
Losses/Claims - Passengers (FY)	80	needed; ATAP Committee; Safety suggestions	89	Diane Caldera
6 Labor				
		One Fermi de Daisser Meisternesse Beard en		
		Ops - Formula Driven; Maintenance - Based on		Dalas K
Decree Time (Free Inc. (Accord))	24.070	efficiency. Consistently assess and adjust number of	24.040	Rohan Kuruppu
Passenger Trips/Employee (Annual)	21,870	personnel/Train and manage workforce.	24,840	William Tsuei
	<8% exclusive of	Continue with the Employer of Choice challenge and		
Turnovor		. ,	9.39%	Mariaria Ewing
Turnover	planned reductions	increase programs related to satisfaction and retention.	9.39%	Marjorie Ewing
		Reduce charged absences by 10% compared to previous		
		year. Develop management strategies to decrease		
Operations Absenteeism - Represented	<101,200	FMLA usage and industrial injury claims.	106,656	Diane Caldera
Operations Absenteeism - Represented	\101,200	Identify training opportunities for all levels of	100,030	Diane Caluera
		management; from technical skills sets to strategic		
		thinking. Create an environment that brings new ideas		
		and solutions to everyday problems. Toastmasters,		
Training - Development (Annual)	5,000 hours	tuition reimbursement	5,444	Marjorie Ewing
Training Development (Annual)	3,000 110013	taition reinibarsement	۶,-۲۳۳	I widijoric Ewilig

Key Performance Indicators	Goal	Strategy	June YTD	Lead
		ATCR, safety, customer relations, equipment		
		familiarization, relief dispatch, relief supervisor,		
		leadership, coach operator instructor, Toastmasters,		
ATU Represented (Annual)	4,400 hours	tuition reimbursement	8,171	Diane Caldera
				Jack Dooley
		Southern California Regional Transit Training		Wendy Williams
		Consortium (SCRTTC), supervision, leadership,		Don Walker
Teamsters Represented (Annual)	900 hours	Toastmasters, tuition reimbursement	1,457	Jennifer Sims
7 sbX E Street Corridor Project				
		Coordinate with Manufacturer to complete factory		
60-foot Buses Receipt	Apr., 2013	acceptance tests	June, 2013	Milind Joshi
60-foot Bus Testing	Feb., 2014	Complete filed testing	March, 2014	Milind Joshi
Revenue Operation Start	Apr., 2014	Complete construction and commissioning	Apr. 30, 2014	Milind Joshi
Cost - Complete Project within Approved		Follow plans and specifications, value engineering,		
Budget	\$191.7M	negotiations, and monitor costs on monthly basis	\$114M	Milind Joshi

^{*} Year-end accrual may reduce ratio by 1-2%.

Submitted for the Board Meeting of: August 7, 2013

B H AS AI NH/PI 2+ C B H AS AI NH/PI 2+ C INTERVIEWED OMNITRANS
AFFIRMATIVE ACTION STATUS REPORT
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT
As of July 19, 2013 Existing Vacancies Positions* Total DEPARTMENT INFORMATIO TECH. SERVIC OFFICE SAFETY/ SECURITY HUMAN OPERATION MAINTENAN MARKETIN PLANNING

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26 2 0 5 1 0 0 0 0 0 0 1 1 0 0 0 1 1 0 0 0 0	INFORMATION TECH. SERVICES		-	0	0	4	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0
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Treflects numbers from the PY13 budget the PY1	AGENCY	099	109				0	ო	88	06	67	4	-	2	25	5	_		2	-	0	S	0	ø	13	-	-	0	-
COMPLETED BY: Meredith Tshilonda (HR Analyst) 27.87% 31.97% 34.96% 4.25% 0.16% 0.79% Hailan or Pacific Islander ### Table	sian	* Includes part	time			•	5.								"reflects nul the FY13 bu	mbers fr udget	шо							PERCEN	ITAGES				
stoes Alian or Pacific Islander Meredith Tshilonda (HR Analyst) 27.87% 31.97% 34.96% 4.25% 0.16% 0.79% Ellian or Pacific Islander ##	Diack Hispanic = Asian	~					COM) ETE	, a	P	2	red	St.	0)	1:30							O	00	I	4	A	5		TOTAL
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																												#_	

E9

Metro Thursday, June 20, 2013

ITEM#	E10



June 20, 2013

Omnitrans taps interim CEO/GM

San Bernardino, Calif-based Omnitrans' board of directors appointed Scott Graham as interim CEO/GM following the resignation of Milo Victoria earlier this month

Graham originally joined Omnitrans in 2006 as director, operations, overseeing a department of over 400 employees responsible for delivering fixed-route bus service to the San Bernardino Valley each day. He previously worked at the Orange County Transportation Authority for 12 years as a transportation base manager.

"I see many opportunities for us to make a positive and secure future for the agency," said Graham. "At this very moment we are expanding our fleet and changing its composition to welcome our flagship bus rapid transit service — sbX— set to launch in 2014."

Omnitrans currently employs about 640 people directly and has 220 contracted employees. Annual ridership tops 16 million on 32 bus routes and paratransit services combined. The agency fleet includes 164 transit coaches and 105 vans and minibuses for demand response.

Other Thursday, June 27, 2013



Graham Named Omnitrans Interim CEO/GM

Omnitrans News



Scott Graham, Omnitrans Interim CEO'General Manager

appointed Omnitrans Director of -sbX-set to launch in 2014." Operations Scott Graham as following the resignation of CEO/ June 5, 2013.

Bernardino Valley each day. He University. previously worked at the Orange base manager.

Graham. "At this very moment we minibuses for demand response. are expanding our fleet and

(San Bernardino, CA) The changing its composition to welcome Omnitrans Board of Directors our flagship bus rapid transit service

Prior to embarking on a career in Interim CEO/General Manager public transportation, Graham spent 26 years in the US Marine Corps, General Manager Milo Victoria on serving in progressively responsible positions in Southeast Asia, the Graham originally joined Middle East and stations throughout Omnitrans in 2006 as Director of the United States. He earned a Master Operations, overseeing a of Transportation Management from department of over 400 employees San Jose State University and a responsible for delivering fixed Bachelor of Arts degree in Political route bus service to the San Science from East Carolina

Omnitrans currently employs County Transportation Authority about 640 people directly and has for 12 years as a transportation 220 contracted employees. Annual ridership tops 16 million on 32 bus "I seemany opportunities for us routes and paratransit services to make a positive and secure combined. The agency fleet includes future for the agency," said 164 transit coaches and 105 vans and

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Yucaipa News-Mirror Thursday, June 27, 2013



NEWS

Councilman Dick Riddell receives prestigious award

By RACHAEL M. GUSTUSON Staff Reporter

Published: Thursday, June 27, 2013 11:06 PM PDT

The Inland Empire Chapter of American Society for Public Administration held its annual luncheon awards on June 20 at Cal Baptist University in Riverside.

The prestigious award of Outstanding Elected Official for 2013 was presented to Yucaipa Councilman Dick Riddell, who is now among an elite group of elected officials serving Riverside and San Bernardino counties to receive the honor.

He is the first councilman to receive the award.

Outstanding Elected Official past honorees include 2012 - Paul Cook, California Assemblyman, 65th District; 2011 - Ronald O. Loveridge, Mayor city of Riverside; 2010 - Wilmer Amina Carter, California Assemblywoman, 62nd District; 2009 - John Tavaglione, Riverside County Supervisor.

Riddell was seated at a table of Yucaipa supporters including City Manager Ray Casey, Mayor Denise Hoyt, Council- man Bobby Duncan, Chamber CEO Pamela Emenger and Membership Development Coordinator Ellen Benefiel.

ASPA President Baine Ahumada presented the award to Riddell.

"Yucaipa Council Member Dick Riddell has been an exemplary model of public service not only to the city of Yucaipa, but to surrounding communities in the Inland Empire," said Ahumada.

"He is a World War II veteran and a lifetime area resident who served on Yucaipa's Planning Commission in 1994-95 and was first elected to council in 1995. He served as Yucaipa's mayor from 1997-2012 where his contributions to Yucaipa have resulted in an award-winning community whose residents and peers hold him in the highest esteem."

Ahumada talked about Riddell's education and numerous board positions held throughout the years — at San Bernardino Association of Governments Board of Directors, Omnitrans Board of Directors, Yucaipa Redevelopment Agency, San Bernardino County Flood Control Advisory Committee, EDA, SANBAG, California Oak Foundation, multiple conservancies, American Legion, Veterans of Foreign Wars, Knights of Columbus, Chamber of Commerce, Eagle Scout, Little League manager, Garden of Angels board member and much more.

Riddell was also instrumental in the Yucaipa Transit Center construction.

Ahumada also talked about Riddell's experience at the Gas Company where he was in charge of planning and engineering.

Riddell served on a Riverside County Board of Supervisors along with a number of board member affiliations in Riverside County including LAFCO.

He was a charter member in the Coachella Valley Association of Governments.

"Mr. Riddell is the father of four highly accomplished children and three grandchildren, each sharing his commitment to public service," she said. "This nomination recognizes Mr. Riddell's commitment to public service, his dedication to leading by example and the countless services he has performed on behalf of our community, region and country."

"Thank you," said Riddell as he accepted his award.

"I've had the great fortune of living in a wonderful city and community. We have outstanding community support and a highly competent city staff. I really enjoy what I do mostly because of the people I serve. Thank you for this honor and award. I appreciate it."

Transit California Friday, June 28, 2013

Transit California

On Board With... Omnitrans Whistle Defense Program

It is widely held that a safety whistle can be an effective lifesaving tool. The sound of a whistle is more powerful than a cry and sends out a call for help. The loud shrill sound of a whistle can also disorient an attacker. A few years ago, Omnitrans initiated a voluntary Whistle Defense employee program. Here, Omnitrans Safety and Regulatory Compliance Specialist Brenda Rosas describes the program.



Transit California:

When did Omnitrans initiate its Whistle Defense Program?

Brenda Rosas:

Security Procedure 803-18, our Whistle Defense Program, was approved by senior management in September of 2010. A copy of the procedure, brochure, and free safety whistles were distributed to employees the following month.

Transit California:

Why was the program put into action?

Brenda Rosas:

Whistle Defense Programs are well known and encouraged on college campuses, in cities throughout the country, and with search and rescue organizations. The Omnitrans Safety and Security Office implemented its whistle defense as a nime reduction and safety program. The program is based on the use of safety whistles to alert security, law enforcement, employees, and customers that an offense or incident has occurred, is about to occur, or is occurring. Every year, the Safety & Security Office gets involved with Transit Appreciation Day that has elements of safety & security. In October 2010, we introduced the program that was originally developed by Mark Crosby, our Security & Loss Prevention Supervisor.

Transit California:

This is a voluntary program, correct?

Brenda Rosasi

Yes. Free safety whistles are available through our Human Resources Department for employees.

Transit California:

How are employees instructed to use the whistles?

Brenda Rosas

At the time of distribution, we provide whistle use guidelines that outline the procedure for when to use the whistle in the event of a crime or if an employee senses trouble or feels threatened. The Whistle Defense Program procedure tells employees to NOT try to capture or detain a perpetrator, but asks them to instead immediately contact security or law enforcement if they hear a whistle or to use it as a means to attract attention for help. Sound deters crime and a whistle is a low cost tool that can be heard, it never needs batteries, is very durable and is small enough to easily carry.

Transit California:

How did employees respond to the whistle program? Have employees wanted to 'play' with the whistles?

Brenda Rosas:

One of the things we stress about the program is to take it seriously. We are very upfront that our policy is low tolerance for using the whistles for purposes other than intended, if someone is caught doing that then he or she will be reported. Overall, the response to the program has been positive

Transit California:

Have there been instances of employees putting the whistles to use?

Brenda Rosas

There have been no reported incidents in which the whistle was utilized to summon help in response to a crime related incident or emergency situations. However, the main goal of the program is to raise awareness. Just having the whistle is a reminder to be prepared, be aware of surroundings, and to act accordingly

Transit California:

How can readers learn more about Omnitrans' Whistle Defense Program and its implementation?

Brenda Rosas:

Readers can email me at Brenda Rosas@omnitrans.org or Mark Crosby at Mark Crosby@Omnitrans.org

Transit California Friday, June 28, 2013

Transit California

Dump the Pump

California Agencies Take Part in APTA's 8th Annual Transit Awareness Campaign



Pictured left to right: SunLine Transit Agency board chairman Robert Spiegel, special projects coordinator Tommy Edwards, director of operations Polo del Toro, and board member Eduardo Garcia join together to symbolically toss a gas pump handle into a trash bin in celebration of National Dump the Pump Day outside SunLine's Learning Center in Thousand Palms.

A number of California transit agencies participated in this month's 8th Annual National Dump the Pump Day sponsored by the American Public Transportation Association (APTA), in partnership with the Sierra Club and the Natural Resources Defense Council (NRDC). Many agencies across the U.S. participate in this national public transportation awareness day that encourages people to "dump the pump" by parking their car and tiding public transit instead on June 20.

The Riverside Transit Agency (RTA) celebrated Dump the Pump Day with prizes, gift certificates and free bus passes. The activities begin on Saturday, June 15, the week prior to the Dump the Pump Day, when RTA staff handed out giveaways and free 1-Day passes to members of the public at four locations (Temecula Farmer's Market, Lake Elsinore Outlet Center, Hemet Valley Mall and Riverside Plaza). RTA staff visited the Corona Transit Center, Temecula Promenade Mall, UCR and Perris Station Transit Center to reward randomly selected customers that rode the bus that day with 7-Day passes and Starbucks gift cards.

The Orange County Transportation Authority encouraged locals to pledge to Dump the Pump from June 17-21 and leave their car at home and commute using other forms of transportation including the bus or train, a carpool, riding a bike, or even walking or telecommuting. Those who pledged to take the bus or Metrolink were sent a one-day pass or trip ticket.

For its "Dump the Pump" activity, Omnitrans offered coupons good for a free all-day pass on Thursday, June 20. Coupons were available in local Sunday newspapers on June 16 or could be downloaded from the agency's website. The agency also held a Facebook contest prize drawing asking people to share why they dumped the pump for transit, in 50 words or less:

Caltrain and SamTrans partnered to offer a Gas Pump Dumping Break-Up Party, stating, "It takes your money and never says thank you. It's always running out on you. It always takes and when it gives, it never lasts. Isn't it time you broke up with your gas pump?" The agencies also urged people to respond via social media to the question, "What's your best break-up line?" The party was held at the Redwood City Transit Center and Caltrain Station between 11 a.m. and 1 p.m. with Yun giveaways presented to the first 100 customers stopping by the Dump the Pump booth.

SunLine Transit Agency hosted a media day on June 19 to kick off its Dump the Pump Day campaign. SunLine staff showcased its alternative fuel technology buses and facilities to the media, elected official officials, board members, and invited guests and offered a ride on a SunLine bus to demonstrate how safe, clean and easy it is to "Dump the Pump". Tours of SunLine's State of the Art Learning Center were also provided.



Metro took advantage of the "Dump the Pump" theme to remind the people of Los Angeles County that it will only get easier to dump the pump in the near future.

"To save money on gas, reduce congestion and improve air quality, Los Angeles County residents are invited to try public transportation or carpool today," said Metro Board Chair and L.A. County Supervisor Michael D. Antonovich on June 20. "And tomorrow we're breaking ground on a new Metrolink station, linking our commuter rail service from the Antelope Valley to Bob Hope Airport."

Metro currently has three rail projects in the works that are scheduled to open over the next couple of years. Together the projects will add 26 more miles of rail, plus two additional rail projects will be under construction soon. "Our goal is to build a transit system that can carry us into the next century," comments Metro CEO Art Leahy. "We want a region where Dump the Pump Day is no

longer necessary to inspire people to try out transit because most people are riding transit. We're building so that our children can easily live without a car. I think we're well on our way to doing just that."

According to APTA's most recent Transit Savings Report, households can save, on the average, nearly \$9,800 a year when they "dump the pump" and take public transit instead.

Sun Sunday, July 07, 2013



Elements of Omnitrans' SBX rapid-transit line project taking shape

Staff Reports

Posted: 07/07/2013 04:57:19 PM PDT

Officials at the public bus agency Omnitrans are touting the latest in their efforts give future riders of its developing transit service a better look at how that service will be different than regular bus service.

Crews in the last month have been installing electronic ticket vending machines, security cameras, arrival/departure signs and emergency call lines at the Cal State San Bernardino station of the SBX rapid-transit line, a dedicated route bus service planned to go from CSUSB to Loma Linda.

The machines have also been going in at the route's Kendall Drive and Palm Avenue park-and-ride facility.

Omnitrans is still building the route, which is estimated to cost \$192 million.

The planned SBX system, the first-of-its-kind express bus service in the Inland Empire, will span north San Bernardino and Lona Linda. Civic leaders have pitched the project as a boon for the area.

SBX buses, which burn natural gas, will reduce air pollution and vehicle congestion while providing the public efficient transportation to and from Cal State San Bernardino and Loma Linda University, officials said.

The project will also spur economic growth, officials say.

SBX will include dedicated lanes and signal-fight priority, meaning buses will be able to make red lights turn green or make green lights stay green longer.

The route's north end will be Palm and Kendall avenues near Cal State San Bernardino. SBX will run southeast along E Street, through downtown San Bernardino. It will then move east along Hospitality Lane and end on Barton Road in Loma Linda at the Jerry L. Pettis Memorial Veterans Medical Center.

The project is expected to be completed on time and under budget, Omnitrans officials said.

The targeted completion date is early next year.

In the coming months, officials say the new electrical components will be tested.

And that will come as early this month. Northbound crews will shut down E Street between Second and Court streets for about two weeks for work such as paving.

As a detour, motorists can use D Street to the east. Businesses will remain open and parking will continue to be available at the Civic Center parking structure. In addition, northbound E Street between Court and Sixth streets will close between 9 p.m. and 7 a.m. for similar work.

Other Wednesday, June 26, 2013



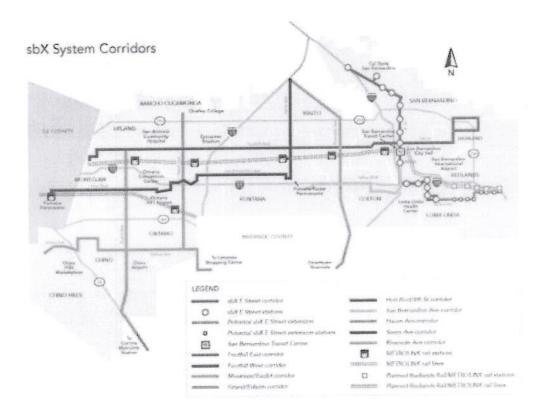
Commentary on Inland Empire transportation events from The Transit Coalition's A Better Inland Empire project

Proposed east/west Omnitrans sbX BRT routes move forward

Wednesday, June 26, 2013

What is going on with bus rapid transit in the Inland Empire? It is no secret that Omnitrans is building the sbX system on E Street in San Bernardino. However, the agency has plans to expand the concept with a much grander east-west sbX rapid route mostly following Holt Boulevard and 4th Street through Ontario. Omnitrans recently secured a federal grant that would study BRT through this corridor, which would ultimately have endpoints at Pomona and Yucaipa. The Holt Boulevard route would directly link points from Fontana with Foothill Transit's Silver Streak service in Pomona, thus providing an east-west backbone of rapid bus routes spanning from Santa Monica to San Bernardino. Of course, Metrolink stops its trains at the Inland Empire transfer points and LA Metro will soon have the Metro Expo Line extended to Santa Monica; the rail lines would continue to cater for longer distance end-to-end trips. However, these new rapid routes promise to bring a speedy alternative for those points in between.

Cities along the proposed route are even more excited, as several are conducting studies as to whether BRT is feasible and what kind of transit-oriented development opportunities BRT would bring. Check out Omintrans' BRT master plan here. Note that the proposed Holt Boulevard line is marked in purple:



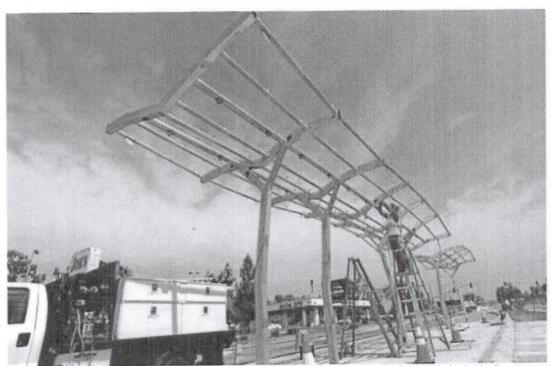
Sun Wednesday, July 10, 2013

THE SUN

SAN BERNARDING AND THE INLAND EMPIRE

Officials: San Bernardino County bus rapid-transit system nearly completed

By Canan Tasci canan tasci@inlandnewspapers.com | @ChinoValleyNow on Twitter Posted: 07/10/2013 05:38:35 PM PDT



The SBX Rapid Bus Line construction is under way in San Bernardino. The bus project, which is primarily funded by Omintrans, will connect the University district at Palm Avenue/Kendall Drive to the Jerry L. Pettis Memorial Veterans friedical Center in Loma Linda. The largest portion of the line in San Bernardino will travel along E Street. (Gabriel Luis Acosta/Staff Photographer)

SAN BERNARDINO -- Construction of a \$192 million rapid-transit bus system through 15 miles between San Bernardino to Loma Linda may be completed in a couple months, with service beginning in 2014.

Final paving and striping for the E Street Corridor, the first of 10 San Bernardino Express -- or SBX -- systems throughout the county, is expected to begin as soon as September, officials said Wednesday during an Omnitrans monthly construction meeting.

All 14 compressed natural gas, or CNG, buses for the system have been delivered to Omnitrans' main East Valley maintenance facility, where replacement of its bus washing and fueling facility and three service bays is under way to accommodate the new 60-foot-long SBX buses, officials said.

"It's coming toward the end, so we have to start wrapping some of these things up," said Chuck Williams, construction manager for Jacobs Construction, a contractor for the project.

Once the project is complete, bus riders through the E Street Corridor will be able to travel north and south from Cal State San Bernardino to Loma Linda University, with buses having the ability to change stoplights to green on a dedicated bus lane.

Local leaders have pitched the route as a boon for business in the area.

Wednesday's update at a sparsely attended meeting at San Bernardino City Hall provided a public overview of each bus rapid transit system stop, the construction status and future activity, including electrical, lighting, painting, sidewalk and traffic signals installation.

"As far as project timing, right now we are looking at being substantially complete by the end of the year. Some testing will begin in September and October and then service will start in 2014," said Kelly Koehler, who coordinates the public outreach meetings for Omnitrans.

A local dentist on Business Center Drive, near Hospitality Lane, voiced his concern over the number of illegal U-turns that were happening as a result of SBX construction.

Officials said they would look into the issue and see if orange cones could be placed as a deterrent

As construction continues to eat up roads and sidewalks, a road closure is in effect on the east side of E Street, between Second and Sixth streets, as crews complete roadway paving and sidewalk work.

The closure began Monday and is expected to take two weeks.

Businesses will remain open during this time, and alternative parking has been made available to drivers. For Big 5 Sporting Goods shopping, parking will be available off Second or D streets inside the City Hall parking structure, according to estreet-sbx.com, which provides construction alerts for the whole project.

Also starting Monday was evening closures from 9 p.m. to 7 a.m. on northbound E Street between Court and Sixth streets.

Wednesday's meetings have been coordinated monthly since early 2012, when construction began.

However July's meeting was the first since Omnitrans — the agency that is constructing SBX — saw its director abruptly quit at the same time an audit conducted in April by the Federal Transit Administration found several problems with the project.

The audit, called a procurement system review (PSR), was conducted on-site in San Bernardino on April 15 to April 18.

"The SBX line currently under construction in San Bernardino and Loma Linda is fully funded and we remain confident the service will be delivered on time and under budget," said Wendy Williams, Omnitrans spokeswoman said Wednesday in an email.

SanBAG — the county's transportation agency — approved the vision for the SBX system in 2004 with goals that included lessening traffic on the region's freeways, increasing bus ridership, fostering transit-oriented development in San Bernardino County's West End, and providing better transit links between the Omnitrans system, Metrolink, the Metro Gold Line and LA/Ontario International Airport.

"This is a first of a systemwide series of corridor project that would be developed over the next 20 to 30 years that would essentially enhance mobility in our service area," said David Rutherford, Omnitrans spokesman for SBX.

"Eventually there will north-south corridors that will provide east-west transfers, so you'll have connections to Metrolink or RTA (Riverside Transit Agency). It will help people get around much more effectively and compete with the automobile."

The next monthly meeting is at 10 a.m. Aug. 14 at City Hall, 300 N. D. St., San Bernardino.

THE SAN BERNARDINO SUN

July 11, 2013

SBX

Bus route expected to make debut in 14

Final work under way for project connecting SB and Loma Linda

By Canan Tasci

canan.tasci@inlandnewspapers.com @ChinoValleyNow on Twitter

SAN BERNARDINO » Construction of a \$192 million rapid-transit bus system between San Bernardino and Loma Linda may be completed in a couple months, with service beginning in 2014.

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Once the project is complete, bus SBX » PAGE S

THE SAN BERNARDINO SUN

July 11, 2013



ROM PAGE

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Omnitrans —

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THE SAN BERNARDINO SUN

July 14, 2013

INLAND EMPIRE TRANSPORTATION

SanBAG OKs money for rail study

By Liset Marquez

liset.marquez@inlandnewspapers.com @DBOntarioNow on Twitter

Despite its proximity to rail transportation, L.A./Ontario International Airport lacks a link to any system.

San Bernardino Associated Governments awarded a nearly \$600,000 contract to study ways to fix that missing link and bring rail access to the terminals.

The SanBAG board of directors last week awarded the contract to HDR Engineering Inc. for a study expected to take two years.

"We need to be looking longterm for creating more modes of transportation — whether it be for rail or buses. We need to provide the opportunity for the public to make choices. We are reaching the saturation point on the highways in the near future, and it's important in our role of government that we are looking ahead," said Raymond Wolfe, executive director of the San Bernardino County transportation planning agency.

This isn't the first time the idea of connecting a rail transportation system to the airport has been proposed. Earlier this year, Los Angeles Councilman Bill Rosendahl introduced a motion asking the city of L.A. to work with Metrolink to consider options for connecting the Ontario airport to the rail line. The proposal was backed by a Los Angeles council subcommittee.

The Inland Empire study would take into consideration several factors such as the mode of transportation to use — bus, shuttle or train — the possible ridership it would generate as well as costs associated

Among the alternatives to be studied is extending the Gold Line from the Montclair Transportation

Center to the airport, despite a recent decision from officials in Los Angeles County to put off or delay funding for the Azusa to Claremont extension.

Though the issue for funding for the Gold Line seems to be politically driven at this point, Wolfe said, SanBAG should be prepared and study all options.

"Let's look at the entire picture, and if the Gold Line doesn't have funding then we will not spend any money on it or until I know L.A. County can bring it to the (San Bernardino) County line," he said.

The study would also deter-

mine any right-of-way acquisitions needed and cost estimates associated with the process.

Besides the Gold Line, the planners will look at the feasibility of creating a bus connection from the Metrolink station in Rancho Cucamonga to the airport.

Ontario Councilman Alan Wapner, a member of the SanBAG board, said he supports the idea something he has long envisioned.

"My dream has always been to build a multi-modal station at the airport to include light rail and commuter rail, all at the airport," Wapner said earlier this year.

THE SAN BERNARDINO SUN

July 31, 2013

Letters

Roads in disrepair along rapid transit bus route

Recently having driven the new rapid transit bus route from the originating point in Verdemont through the streets of San Bernardino, I am appalled at the destruction of the pavement and condition the contractor has left the areas where the construction is supposed to be finished.

My question to the city leaders - is the contractor going to repave the areas where the pavement is so destroyed it will ruin the front end alignment and tires of most vehicles using these areas? The pavement and the new cement areas are not on the same plane. Additionally the quality of the newly applied blacktop in affected areas is the worst I have ever seen it appears they skimped on the amount of blacktop material used and just left it that way. Is the plan to completely repave these areas and are the contractor waiting until the entire route is completed?

I do not see these type of issues in Loma Linda. Or is it that they are waiting to finish destroying our city streets before moving on to other areas?

Who is inspecting this mess? It is not like there are a lot of projects currently going on in San Bernardino that this is being overlooked due to non-availability of inspectors.

Currently the areas on Kendall, E Street and Hospitality
Lane allow water from whatever source to seep into the road infrastructure which will cause problems later on, requiring taxpayer money to repair.

It is a shame this is happening. Where do I submit automotive repair bills since the city is bankrupt?

The selling of this project to the public was it was not to cost the citizens of San Bernardino anything as their portion was being paid by waiver of fees by the city for the project, something to the tune of \$5 million. What will be the cost of restoring the road?

This matter needs immediate attention, not delayed action! I ask the city administration to drive the route and see the pavement surface left by the contractor.

What will the administration do and when will these areas be properly repaired?

- Jack Brammer, San Bernardino



1700 W. Fifth St. San Bernardino, CA 92411 909-379-7100 www.omnitrans.org

ITEM#	F1
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DATE: August 7, 2013

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

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

SUBJECT: CEO/GENERAL MANAGER'S REPORT

Ridership for June 2013 was 1,193,335 compared to 1,267,756 in June 2012. This is a 5.9 percent decrease from June of last year.

Year-to-date system-wide ridership through June 2013 was 16,146,278, which is a decrease of 0.04 percent from last year-to-date. Fixed route ridership decreased by 18,660 passengers year-to-date. Ridership on Access increased by 13,586 passengers, and OmniLink decreased by 749 passengers. OmniGo ridership was 132,009, which is a 1.3 percent decrease over June 2012.

Year-to-date pass outlet sales through June 2013 increased by 18,531 units with 121,464 sold compared to 102,933 last year. This represents an increase of 18 percent. Revenue from bus pass and ticket sales, combined with the Go Smart college program revenue, increased 0.3 percent through June (\$5,399,081.70 vs. \$5,383,443.40 last year, an increase of \$15,638.30).

Year-to-date fixed route revenue through June 2013 was \$13,186,480 compared to \$13,398,176 last year, which is a decrease of 1.58 percent.

On-time performance for June 2013 was 88.48 percent.

During the month of June, there were four vandalism incidents. Three occurred in the City of San Bernardino, and one occurred in the City of Montclair.

Omnitrans participated in seven outreach events in June – Inland Empire 66ers Game, June 1 and June 23; Loma Linda University Employee Benefits Fair, June 2; Grand Terrace Days, June 8; Rancho Cucamonga Quakes Game, June 14; IECS Dump the Pump Employer Fair, June 20; and Assembly Member Cheryl Brown "Green" Mixer, June 27.

Omnitrans is in the process of developing the Operations and Management Plan for the sbX line. The plan must meet the Federal Transit Administration's requirements and be consistent with the Project Construction Grant Agreement (PCGA). It is our goal to develop a comprehensive plan that ensures the highest quality of service delivery that will meet or exceed ridership projections. The first draft of this plan is due for review by Omnitrans on August 7, with presentation to the Federal Transit Administration scheduled August 27.

Board Chair Alan Wapner and Members of the Omnitrans Board of Directors August 7, 2013 – Page 2

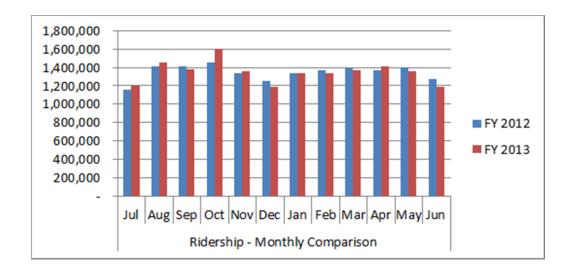
The Federal Transit Administration (FTA) Triennial Review, reviewing Fiscal Year 2010 through Fiscal Year 2013, initially thought to be conducted in October 2013, has now been confirmed for January 21-21, 2014. The Triennial Review is a management tool (not an audit) used by the FTA to examine a grantees adherence to FTA requirements. All grantees are required by law to receive this at least every three years. The review will examine 18 areas. A copy of the Final Report, expected in late February 2014, will be presented to both the Administrative & Finance Committee and the Board of Directors.

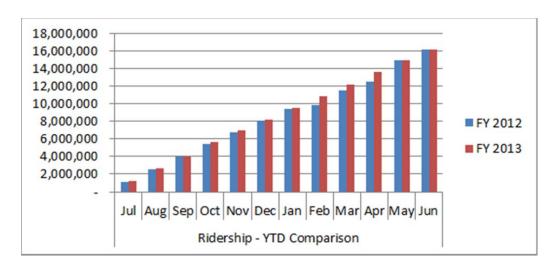
Omnitrans is scheduled to conduct interviews to fill the Information Technology Director's position, Friday, August 9.

Omnitrans Interim CEO/General Manager attended the CTA Executive Committee Meeting in Sacramento, Friday, July 26, 2013.

PSG:CA

CEO/General Manager Report - June 2013

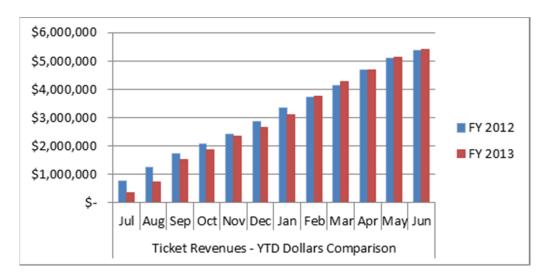




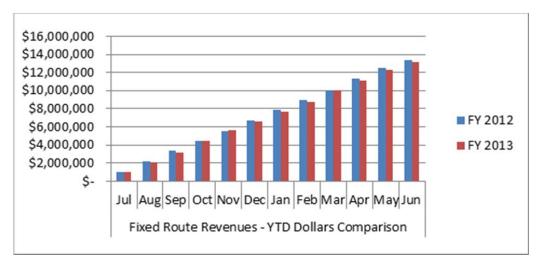


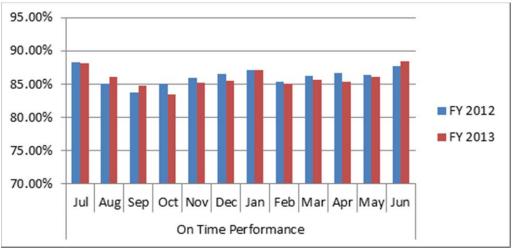
*Significant difference due to large purchase by San Bernardino County

CEO/General Manager Report - June 2013



*Data includes revenue from tickets, passes & Go Smart college program.







1700 W. Fifth St. San Bernardino, CA 92411 909-379-7100 www.omnitrans.org

DATE: August 7, 2013

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

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

FROM: Jennifer M. Sims, Director of Procurement

SUBJECT: ISSUE ANNUAL PURCHASE ORDERS - CONTRACT NO. ITS09-30

TRAPEZE SOFTWARE GROUP

FORM MOTION

Authorize the Interim CEO/General Manager to issue annual purchase orders against Contract ITS09-30 with Trapeze Software Group, Cedar Rapids, Iowa, for the provision of TransitMasterTM equipment/software maintenance and workstation licenses in the amount of \$494,295 for FY14, and \$510,804 for FY15, plus a 10% contingency of \$61,012 on the maintenance portion as needed for repairs and onsite field services. The total not to exceed amount is \$1,066,111 for the two year period requested.

BACKGROUND

The five-year agreement with Trapeze expires on June 30, 2015. Each year, staff has requested authorization to issue Purchase Orders to process payments against the five year agreement. The annual fees include equipment/software and maintenance support of the various Trapeze products to include maintenance support of required third party software and applicable taxes.

Trapeze acquired the Fleet Management applications in FY 2011 from Continental Software and began maintenance negotiations. Omnitrans' original contract for Fleet Management annual maintenance started at \$322,750 in FY 2011. The maintenance support fees were negotiated in FY 2012 with a total savings of \$583,407 over the five year life of the contract. The list below shows the original charges and negotiated amounts:

Trapeze Fleet Management Annual Maintenance

Trapeze i reet i ranagement i initaar i rantenanee						
	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	
Original Charges	\$ 322,750.00	\$ 338,888.00	\$ 355,025.00	\$ 374,390.00	\$ 393,755.00	
Negotiated Charges	\$ 111,600.00	\$ 198,000.00	\$ 281,680.00	\$ 297,317.00	\$ 312,804.00	
Savings	\$ 211,150.00	\$ 140,888.00	\$ 73,345.00	\$ 77,073.00	\$ 80,951.00	

Board Chair Alan Wapner & Members of the Omnitrans Board of Directors August 7, 2013 - Page 2

In addition to the flat annual maintenance amounts listed above, the agreement includes TransitMasterTM workstation licenses for \$198,000 each year. A separate purchase order will be issued each year in accordance with the Time & Materials Rate Schedule to provide for diagnosis and testing of equipment not specifically listed under the maintenance agreement in an annual amount not to exceed \$30,506.

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. The software applications and maintenance support is only available from Trapeze Software Group.

FUNDING SOURCE

Funding for this contract is budgeted in the Information Technology operating budget for Fiscal Year 2014.

Department Number 1320
Expenditure Code 505170

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

This procurement meets the requirements of Omnitrans' current Procurement Policy and Procedures Manuals.

CONCLUSION

Authorization of the issuance of these purchase orders provides a payment vehicle to support Contract ITS09-30 that will ensure readiness of Trapeze's Intelligent Transportation Systems (ITS) for Omnitrans' fleet of Fixed Route and Access vehicles.

PSG:is



1700 W. Fifth St. San Bernardino, CA 92411 909-379-7100 www.omnitrans.org

ITEM# F3

DATE: August 7, 2013

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

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

FROM: Jennifer M. Sims, Director of Procurement

SUBJECT: AUTHORIZE RELEASE – RFP-HR14-07

PRE-EMPLOYMENT BACKGROUND CHECKS

FORM MOTION

Authorize the Interim CEO/General Manager to release Request for Proposals RFP-HR14-07 for the provision of Pre-Employment Background Checks for a two (2) year base contract, and three (3) one-year options beginning November 1, 2013 and ending no later than October 31, 2018.

BACKGROUND

Omnitrans utilizes a web-based company to complete pre-employment background checks. These checks include criminal background, previous employment verifications, previous Department of Transportation (DOT) drug and alcohol testing records, E-Verify, and credit checks on applicants during the hiring process. The existing contract for these services expires on October 31, 2013.

The majority of applicants are Coach Operators, however staff is foreseeing an increase in hiring for the 2014-2015 fiscal year due to the sbX project.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3, and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Request for Proposals for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$136,620 for the base period, plus the three (3) one-year options.

FUNDING SOURCE

The cost associated with this procurement will be budgeted in the Human Resources department's budget as follows:

Department Number 1600 Expenditure Code 503060

or Alan Wapner and Members of the Omnitrans Board of Directors 2013 – Page 2
Verification of Funding Sources and Availability of Funds. (Verified and initialed by Finance)

This procurement meets the requirements of Omnitrans' current Procurement Policy and Procedures Manuals.

CONCLUSION

By proceeding with this solicitation, Omnitrans will make the most efficient use of staff time by contracting out the verifications needed for pre-employment background checks.

PSG:JMS:aa



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ITEM# F4

DATE: August 7, 2013

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

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

FROM: Jennifer M. Sims, Director of Procurement

SUBJECT: AUTHORIZE AWARD (BENCH) - CONTRACTS PRC13-147(A-C)

PRINTING SERVICES

FORM MOTION

Authorize the Interim CEO/General Manager to award Contracts PRC13-147(A-C) as listed below for the provision of Printing Services for an initial three-year period beginning August 15, 2013 and ending no later than August 14, 2016, and the authority to exercise two (2) single option years to extend the contract to no later than August 14, 2018 in an aggregate not to exceed amount of \$252,000, plus a 10% contingency of \$25,200, for a total not-to-exceed amount of \$277,200.

List of contracts for authorization:

Contract No.	Contractor	Base Contract Amount
PRC13-147A	Rundle Enterprises, Inc., dba All Source	\$22,000
	Lake Arrowhead, CA	
PRC13-147B	Pacful	\$30,000
	Rancho Cordova, CA	
PRC13-147C	Mekong Printing dba MK Printing	\$13,000
	Santa Ana, CA	

BACKGROUND

On June 5, 2013, the Omnitrans' Board of Directors authorized the release of the Invitation for Bids (IFB). The Independent Cost Estimate of \$252,000 was based on annual printing usage of various forms from six departments within the Agency. Staff released the IFB, notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system, and was distributed to thirty-six potential bidders.

Sixteen bids were received electronically by the deadline of July 8, 2013. Eight of the bids were found to be responsive. In accordance with the IFB, Omnitrans maintained the right to

Board Chair Alan Wapner and Members of the Omnitrans Board of Directors August 7, 2013 – Page 2

award the contract to more than one firm, therefore; staff recommends awarding contracts to the lowest three overall bidders.

Options years were evaluated with the base years and escalations are capped not to exceed the Consumer Price Index (CPI) in January of each year.

Competitive quotes will be solicited from the bench of contractors for new or modified print jobs and awarded to the lowest bidder for each product.

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

The Interim CEO/General Manager will execute amendments to increase the dollar value, as required, not to exceed the aggregate amount of \$277,200.

FUNDING SOURCE

Funding for this contract is budgeted as follows:

Department Various Expenditure Code 509230

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

CONCLUSION

Approving the contract for the printing services will allow Omnitrans to benefit from economies of scale and expedite the ordering process.

PSG:JMS:aa



CONTRACT AGREEMENT

between

CONTRACTOR) CONTRACT DOCUMENTS
	CONTRACT NO.
	PRINTING SERVICES
(hereinafter "CONTRACTOR") Telephone: Fax: EMAIL:	ACTUAL CONTRACT WITH CONTRACTOR AVAILBLE UPON REQUEST.
And)))) Contract Amount: \$)))
Omnitrans 1700 West Fifth Street San Bernardino, CA 92411 (hereinafter "OMNITRANS"))))) Omnitrans Project Manager:) Name: Various per project) Title:) Telephone:) Fax:) Email:
) Contract Administrator: Name: Alesia Atkinson Title: Contract Administrator Telephone: (909) 379-7314 Fax: (909) 379-7107 Email: alesia.atkinson@omnitrans.org
)

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This A	Agreement	is made and	entered into a	s of this $__$			_ day of, 20 ⁻	13 by
and	between	Omnitrans	(hereinafter	referred	to	as	"OMNITRANS")	and
			(herein	after referr	ed to	as "	CONTRACTOR").	

RECITALS

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

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

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

1. SCOPE OF WORK

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

2. PERIOD OF PERFORMANCE

The period of performance shall be <u>beginning August 15, 2013 for a base period</u> of three (3) years or pursuant to the provisions of this Agreement, or unless earlier terminated pursuant to Section 8 or Section 9 of this Agreement.

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through August 14, 2016, unless terminated as specified in Section 8 and 9 of this Agreement. Omnitrans reserves the right at its sole discretion to exercise a total of two (2) one-year options with no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

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3. CONTRACT SUM

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED UNIT PRICE basis at the fully burdened fixed rates shown in Attachment "B" Rates.

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

4. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS 1700 West Fifth Street San Bernardino, CA 92411 Attn: Accounts Payable

Each invoice shall include, at minimum, the following information:

- Contract number
- Detail description and Quantity of the Work rendered
- Amount of payment requested
- Information as requested by OMNITRANS
- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

At its sole discretion, OMNITRANS may decline to make full payment for any Work until such time as CONTRACTOR has documented, to OMNITRANS' satisfaction, that CONTRACTOR has fully completed all required Work.

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

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Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

5. **AUDIT AND INSPECTION OF RECORDS**

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

NOTIFICATION 6.

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

To OMNITRANS:

To CONTRACTOR:

Omnitrans 1700 West Fifth Street San Bernardino, CA 92411

Attn: Alesia Atkinson

OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES 7.

A. **OMNITRANS' Project Manager**

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

Project Manager: Various per project.

- OMNITRANS has the final approval in all matters relating to or a. Except as expressly specified in this affecting the Work. Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The

CONTRACT NO. PRC13-147A Page 6 of 17 Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

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

B. Contractor's Key Personnel

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

<u>Name</u>	<u>Role</u>

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

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

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8. TERMINATION FOR CONVENIENCE

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

9. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 26, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of

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- the parties shall be the same as if the notice of termination had been issued pursuant to Section 8, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10. ASSIGNMENT

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

11. SUBCONTRACTING

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

Subcontractor's Name and Address	Work to Be Performed

12. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under

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CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

13. INSURANCE

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

- A. Commercial General Liability including Products/Completed Operations: \$1,000,000 per occurrence for bodily and property damage liability and \$2,000,000 aggregate; Endorsement naming Omnitrans as Additional Insured.
- B. **Automobile Liability:** \$1,000,000 combined single limit bodily and property damage liability per accident; *Endorsement naming Omnitrans as Additional Insured.*
- C. **Workers' Compensation:** statutory limits or, a State-Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California; *waiver of subrogation that includes Omnitrans*.

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

14. INDEMNITY

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

15. REVISIONS IN SCOPE OF WORK

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

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Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

16. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. OWNERSHIP OF REPORTS AND DOCUMENTS

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

18. OWNERSHIP RIGHTS

A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation

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and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

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

19. WORK FOR HIRE

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

20. SUBMITTAL OF CLAIMS BY CONTRACTOR

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

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

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21. EQUAL OPPORTUNITY

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

22. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be reassigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

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

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

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24. DISQUALIFYING POLITICAL CONTRIBUTIONS

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

25. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

26. COMPLIANCE WITH LOBBYING POLICIES

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

27. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or

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"PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

28. WAIVER/INVALIDITY

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

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

29. FORCE MAJEURE

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

30. CONFIDENTIALITY

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

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

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

32. GOVERNING LAW

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

33. MODIFICATIONS TO AGREEMENT

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

34. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A, Scope of Work, (3) Attachment B, Rates (4) provisions of IFB No. PRC13-147 and (5) CONTRACTOR's proposal dated _______.

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35. ENTIRE AGREEMENT

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

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

OMNITRANS		
P. SCOTT GRAHAM		
Interim CEO/General Manager		
Date	Date	
	Federal Tax I.D. No.	

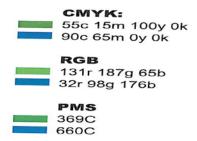
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Attachment A – Scope of Work

PRINTING SERVICES

1. INTRODUCTION / GENERAL

- Omnitrans is seeking bids for the printing of Agency forms, including but not limited to, envelopes, letterhead, NCR forms, pamphlets, brochures and banners, on an on-needed basis, with no guarantee of usage. It is Omnitrans' intention to award to the most responsible and responsive firm with the lowest quote. The award of items identified on this solicitation may be split between suppliers based on the overall benefit to Omnitrans.
- The minimum / maximum annual quantities stated below are based on the Agency's past usage. There is no guarantee of usage and orders will be based on the Agency's needs.
- 3. Omnitrans' logo will be provided to successful bidder and placed as indicated on forms.
- 4. Copies of existing forms will be provided to successful bidder with notations of corrections needed. Proofs shall be required from successful bidder prior to production. Electronic files of all documents will be required and shall become property of Omnitrans.
- 5. Pricing for line items must include all indirect and direct costs, exclusive of tax and shipping.
- 6. The term of this Contract will be for a base period of three years plus two single one-year options.
- 7. Omnitrans' logo colors are:



2. DELIVERY

- 1. Contractor must be able to pick up and deliver artwork. Minimum insurance requirements of this IFB must be met. Proof of insurance will be required within 5 business days of contract award.
- 2. Contractor will submit proofs to requesting department prior to printing.
- 3. Any artwork provided by Omnitrans must be returned upon completion.

3. WARRANTY PROVISION

All products supplied are warranted to be free from defects and related defects for a minimum of one-year under normal use. The Contractor shall provide exchange replacements AT NO COST for products failing within the one year warranty period. Any supplier or manufacturer's standard limited warranty coverage greater than that specified above must also be extended to Omnitrans.

4. **DESCRIPTIONS**

A. AGENCY FORMS - 24# white, packaged in quantities of 50

Line Item	Description	Annual Qty Min/Max
1	Employment Applications with Insert	2250-2750
	11" x 17" double sided printing, folded in $\frac{1}{2}$, 3 color. Insert – 8 $\frac{1}{2}$ " x 11", double sided printing, 3 color.	
2	Job Flyers	2250-2750
	8 ½" x 11" double sided printing, 2 colors	
3	Revised Policy	1800-2200
	8 ½" x 11" double sided printing, 2 colors	
4	Work Order	3600-4400
	8 ½" x 11" double sided, one color	
5	Operators Daily Report	4500-5500
	8 ½" x 11" double sided, one color	

B. AGENCY NO CARBON REQUIRED (NCR) FORMS- Each 2-part form will include a white and pink paper sequence, or 3-part form will include a white, canary, and pink paper sequence. Carbonless, glued top, packaged in quantities of 50.

Line Item	Description	Annual Qty Min-Max
6	Personnel Data Change	1800-2200
	8 ½" x 5 ½", 3 part NCR, one color, one sided print	
7	Grievance Advancement Form	1800-2200
	8 ½" x 11", 3 part NCR, one color, one sided print	
8	Found Tags	4500-5500
	5" x 4 ½" 2 part NCR mounted on a 5" x 5 ½" manila colored cardstock third copy w/ center grommet. One sided print, one color (black). Continuous numbering in red top RHS	
9	Employee Safety / Hazard	900-1100
	8 ½" x 5 ½" , 3 part NCR, one color, one sided print	
10	Omnitrans Employee Consultant Report	900-1100
	8 ½" x 11", 3 part NCR, one color, one sided print	
11	Bus Stop Work Order	900-1100
	8 ½" x 11", 2 part NCR, one color, one sided print, Continuous running number in red on top RHS	
12	Uniform Order Form	900-1100
	8 ½" x 5 ½", 3 part NCR, one color, one sided print	
13	Employee Grievance Review Request	1800-2200
	8 ½" x 11", 3 part NCR, one color, one sided print	

C. ENVELOPES

Line	Description	Annual Qty
Item		Min-Max
14	#10 Regular, 24# Bright White, One Color	6750-8250
15	#10 Window, 24# Bright White, One Color	9000-11000
16	#10 Regular, 24# White Linen, Two Color	4500-5500

D. LETTERHEAD

Line Item	Description	Annual Qty Min-Max
17	8 ½ x 11, White Linen Stock, Two Color	6750-8250

E. LABELS

Line Item	Description	Annual Qty Min-Max
18	Return Address, 1 color 40/sheet	225-275
19	Shipping, 1 color 6/ sheet	450-550

F. COLOR SPECIALITY ITEMS

Line Item	Description	Annual Qty Min-Max
20	8 ½ x 11, 4/4 Glossy Paper 24# laser tri-fold	1800-2200
21	8 ½ x 11, 4/4 Glossy Paper 24# laser	1800-2200

G. SPECIALTY CARD AND ENVELOPES

Line Item	Description	Annual Qty Min-Max
22	5 ½ x 4 ¼ Card with matching color envelope. Card blank inside, with three-color embossed logo centered on front. Envelop contains one color lettering.	90-110

H. BANNERS:

Material shall have UV protective coating to withstand outdoor weather conditions. Finished edges with grommets for hanging by each corner. White Background, 4/0.

Line Item	Description	Annual Qty Min-Max
23	3' x 2'	12-20
24	4' x 2'	12-20
25	6' X 3'	12-20
26	8' X 3'	12-20

I. PRESENTATION BOARDS (BOARDS)

Boards will be used at meetings. No dates have been set at this time. Boards should be a poster print mount or padded quality for display purposes. Omnitrans will provide the graphics file (pdf or jpg format) to the successful bidder. Contractor will be responsible for ensuring that the boards are full color, clear and visible/readable at this size. The finished boards will have a matte finish. Pricing should be all inclusive, including delivery.

Line Item	Description	Annual Qty Min-Max
27	Not to exceed 34" x 44" boards	15-25

J. FIELD SUPERVISOR HANDBOOK

Line	Description	Annual Qty Min-Max
Item		win-wax
28	8 ½ x 11 24#, 4/4 double sided pages. Not to exceed 75 pages. Bound with clear plastic cover and plastic binding comb.	40-60
29	Price per double sided pages over 75	

K. COACH OPERATIONS STANDARDS HANDBOOK

Line Item	Description	Annual Qty Min-Max
30	Cover: 4/0 Cardstock. Not to exceed 125 pages double sided. One color. Size: 7 3/4" x 6" Finish: Two staples of side	85-105
31	Price per each additional page over 125	

L. QUICK PRINT ITEMS – Price in Quantities of 500, 1000, and 2500.

32- 34	8 ½ X 11, One color – 1 sided
35- 37	8 ½ x 11, One color – 2 sided
38- 40	8 ½ x 11, Three color – 1 sided
41- 43	8 ½ x 11, Three Color – 2 sided
44- 46	8 ½ x 14, One Color – 1 sided
47- 49	8 ½ x 14, One Color – 1 sided

M. BUSCARD POSTERS

Line Item	Description	Annual Qty Min-Max
50	Size: 11" x 28" Color: 4-color process, full bleed Stock: 18 pt. CIS SBS Art: Provided on disk or electronically Bindery: Trim to 11" x 28", skid pack for delivery Proof: Blueline/digital color proof Delivery: In labeled stackable boxes not to exceed 40 lbs or In single stackable boxes not to exceed 40 lbs or in single lot.	1080-1320

N. BUSINESS CARDS

Line	Description	Annual Qty
Item		Min-Max
		(based on box
		of 250)
51	Size: 3.5" x 2"	112-137
	Color: 3/0 spot color	
	Stock: 100# uncoated cover, 100 lb.	
	Art: Provided on disk or electronically via email	
	or FTP upload	
	Bindery: Trim to 3.5" x 2"	
	Proof: Match print proof	
	Delivery: Shrink wrap in quantities of 250's for	
	delivery in single lot	

O. NEWSLETTER "CONNECTIONS", PRINTING

Line Item	Description	Annual Qty Min-Max
52	Frequency: 3x per year (August, December, May) Quantity: approx. 7,000 total per printing Size: 11" x 17" Color: 4/4 Stock: 100# gloss text Art: Provided on disk or electronically Bindery: 7,000 folded to 8.50' x 11"; 4,000 tri- folded, (self mailer) Proof: Color, electronic pdf Delivery: 4,000 carton packed in labeled stackable boxes not to exceed 40 lbs or in shingle stackable baxes not to exceed 40 lbs or in single lot	18,900-23,100

P. NEWLETTER, "CONNECTIONS", MAILING

	ine em	Description	Annual Qty Min-Max
5	3	Frequency: 3x per year Quantity: approx. 3,000 total per printing Size: 8.5" x 11" Other specs: Mailed to Carrier route segments of four zip codes: 92411 and 92410 (San Bernardino); and 91711 and 91763 (Montclair/Claremont). Segments should add up to 3000 total and neighbor Omnitrans' locations of 1700 West 5 th Street, San Bernardino and 4748 Arrow Highway, Montclair, respectively.	8,100-9,900

Q. NAME BADGES

Line	Description	Annual Qty
Item		Min-Max
54	8.5" x 11"	450-550
	Update logo to be provided	
	500 sheets/ 4000 name badges	
	Stock: 335550 8 cut Avery 2395 - 77/79 -50 Cont.	
	Data Lavel 53.32/50 or similar product	

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R. Omnilink Transfer Passes

Line Item	Description	Annual Qty Min-Max
55	Plates: Metal Cut Trim Size: 2.125" x 6.5" Color: Reflex Stock: 99517A White Raffle Tickets # tbd Update Negs Stitch in 25s	1800-2200

S. OMNIVIEWS Newsletter 1A Master (OM Masters)

Line	Description	Annual Qty
Item		Min-Max
56	OMNIVIEWS Newsletter 1A Master (OM Masters)	4320-5280
	1 sided, 11"x17" White #70 Offset Husky, printed 4	
	colors front	
57	OMNIVIEWS Newsletter B/W Imprint, 1 sided,	320-440
	11"x17" White #70 Offset Husky	

T. REFUND SLIPS

Line	Description	Annual Qty
Item		Min-Max
58	Size: 2 5/8" x 2"	3600-4400
	Color: Black	
	Plates: Metal x 2	
	Stock: 88537A CB White 16/25 CF	
	88560A CF White Tag 38/70 CF	
	Updated negs 24 pks @ 166 ea.	

U. RIDER ALERTS / TAKE-ONES

Line Item	Description	Annual Qty Min-Max
59	Size: 8.5" x 14" Color: Black Ink Stock: 22 lb. text Art: Provided on disk or electronically via email or FTP upload, 4-up to a page Finishing: Trim to 3.5" x 8.5" Proof: Electronic	3000-4125

V. RIDER APPLICATIONS

Line Item	Description	Annual Qty Min-Max
60	Reduce Fair Disability Applications PDF X 5 Color: Black Stock: 20 White Size: 8.5" x 11" Update Logo 3 pages 1s, 1 page 2s Stitch upper left	1800-2200
61	Senior Citizen Photo Discount Application PDF X 2 Color: Black Stock: 20 Orchid 10016P 10/84M Size: 8.5" x 11" Update Logo 2 pages 1s Stitch upper left	1800-2200

W. SCHOOL FLYER

Line Item	Description	Annual Qty Min-Max
62	Two sided, color flyer Size: 8.5" x 11" Color: 4 color, bleed Stock: 60 lb. gloss white text Art: Provided on disk or electronically, new art each printing Bindery: Perforated coupon, 4.30 x 2" lower left edge Proof: Color Delivery: In labeled stackable boxes not to exceed 40 lbs or in single lot	7,560-9,240

X. SHELTER ADS

Line Item	Description	Annual Qty Min-Max
63	Size: 48" X 65" Color: 4/0 process color, 1 side only, UV coating Stock: 8 pt CIS Art: Provided on disk or electronically via email or FTP upload, Finishing: Trim to size	44-52
	Proof: a match proof print	

Y. SYSTEM WALL MAPS

Line Item	Description	Annual Qty Min-Max
64	Size: 26" x 17" Color: 4/0 process color, 1 side only UV coating Stock: 18 pt. or 24 pt. CIS Art: Provided on disk or electronically via email or FTP upload Finishing: Trim to size, 3 mil laminate both side with sealed edges Proof: a match print proof Delivery: Kraftwrap/shrinkwrap in 50s	1,215-1,485

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Z. EMPLOYEE BUS RIDE FORM

Line Item	Description	Annual Qty Min-Max
65	8 ½ X 11 2 part NCR (white,yellow) Black Ink Print ready PDF, No bleed	450-550

^{**}END OF ATTACHMENT "A" SCOPE OF WORK**

EXHIBIT "B" SUBMISSION OF FORMS

- If a qualifier, i.e. (Required >\$100,000) follows the title of the form, then submit that form only if the BID meets that requirement. 1.
- Duplicate forms as necessary. 2.
- Submit Only Those Forms that are Checked unless required elsewhere in 3.

J.		B/RFP/RFQ.
4.	Subm	nit the following at the Time of Bid Submission:
	\boxtimes	Buy America Certificate (Required>\$100,000)
		Current Client References (5)
		Not on Excluded Parties List System
		Affidavit of Non-Collusion
	\boxtimes	Debarment, Suspension, & Other Responsibility Matters
		List of Subcontractors and DBEs (Required >½ of 1% Share of Bid
		Proposed Disadvantaged Business Enterprise (DBE) Participation; if you or a subcontract are a DBE, please submit certification with bid
		Restrictions on Lobbying (Prime) One (1) form required of each prime bidder and any proposed subcontractor having greater than a \$100,000 share of the bid
	\boxtimes	Warranty Procedures Form (Required)
5.	Subm a.	Proof of Licenses. As required by law, in addition to contract requirements. Must be California approved, valid, showing expiration dates and license numbers. These include, but are not limited to (Only those items checked):
		i. Sales or Services: computers, etc
		ii. Business: authorized by the city wherein business is to be conducted (if applicable)
		iii. Driver's: within classification, required, valid, etc
		iv. Others: any not mentioned herein, but required by industry standards, required by law, by requirements of this contract
	A.	Proof of Permits: as required by law, in addition to contract requirements. Must be California approved, valid, showing expiration dates and license numbers

B. Insurance Certificate (Proof) must meet the requirements in the Invitation for Bid. If the Insurance Certificate with the additional insured endorsement is submitted with the bid, the Notice to Proceed can be issued sooner. Failure to submit this may result in contract award annulment.

EXHIBIT "C" MINIMUM INSURANCE REQUIREMENTS

Minimum Insurance Coverage

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

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ATTACHMENT B - RATES

Unit Price

			Unit of		
Item Num	Section	Description	Measure	Quantity	All Source
2	Section A AGENCY FORMS	Job Flyers	EA	2250	\$0.08
3	Section A AGENCY FORMS	Revised Policy	EA	1800	\$0.08
6	Section B AGENCY NCR FORMS	Personnel Data Change	EA	1800	\$0.09
9	Section B AGENCY NCR FORMS	Employee Safety / Hazard	EA	900	\$0.09
11	Section B AGENCY NCR FORMS	Bus Stop Work Order	EA	900	\$0.11
12	Section B AGENCY NCR FORMS	Uniform Order Form	EA	900	\$0.09
14	Section C ENVELOPES	#10 Regular, 24# Bright White	EA	6750	\$0.03
15	Section C ENVELOPES	#10 Window, 24# Bright White	EA	9000	\$0.03
20	Section F COLOR SPECIALTY ITEMS	8 1/2 X 11 4/4 24# Glossy tri fold	EA	1800	\$0.14
21	Section F COLOR SPECIALTY ITEMS	8 1/2 X 11 4/4 24# Glossy	EA	1800	\$0.11
22	Section G SPECIALTY CARD AND ENVELOPE	5 1/2 X 4 1/4 Embossed Card and Envelope	EA	90	\$0.60
23	SECTION H BANNERS	3' X 2'	EA	1	\$10.50
24	SECTION H BANNERS	4' X 2'	EA	1	\$14.25
27	Section I PRESENTATION BOARDS	34" X 44" BOARD	EA	20	\$43.00
30	Section K COACH OPERATIONS STANDARDS HANDBOOK	Coach Operations Standards Handbooks	EA	85	\$5.00
31	Section K COACH OPERATIONS STANDARDS HANDBOOK	Price per double sided pages over 125	EA	1	\$0.10
32	Section L QUICK PRINT ITEMS	8 1/2 X 11 one color one sided	EA	500	\$0.07
33	Section L QUICK PRINT ITEMS	8 1/2 X 11 one color one sided	EA	1000	\$0.05
34	Section L QUICK PRINT ITEMS	8 1/2 X 11 one color one sided	EA	2500	\$0.04
35	Section L QUICK PRINT ITEMS	8 1/2 X 11 one color two sided	EA	500	\$0.15
36	Section L QUICK PRINT ITEMS	8 1/2 X 11 one color two sided	EA	1000	\$0.10
37	Section L QUICK PRINT ITEMS	8 1/2 X 11 one color two sided	EA	2500	\$0.07
38	Section L QUICK PRINT ITEMS	8 1/2 X 11 three color one sided	EA	500	\$0.20
39	Section L QUICK PRINT ITEMS	8 1/2 X 11 three color one sided	EA	1000	\$0.11
40	Section L QUICK PRINT ITEMS	8 1/2 X 11 three color one sided	EA	2500	\$0.07
41	Section L QUICK PRINT ITEMS	8 1/2 X 11 three color two sided	EA	500	\$0.24
42	Section L QUICK PRINT ITEMS	8 1/2 X 11 three color two sided	EA	1000	\$0.12
43	Section L QUICK PRINT ITEMS	8 1/2 X 11 three color two sided	EA	2500	\$0.08
44	Section L QUICK PRINT ITEMS	8 1/2 X 14 one color one sided	EA	500	\$0.08
45	Section L QUICK PRINT ITEMS	8 1/2 X 14 one color one sided	EA	1000	\$0.06
46	Section L QUICK PRINT ITEMS	8 1/2 X 14 one color one sided	EA	2500	\$0.05
47	Section L QUICK PRINT ITEMS	8 1/2 X 14 one color two sided	EA	500	\$0.16
48	Section L QUICK PRINT ITEMS	8 1/2 X 14 one color two sided	EA	1000	\$0.10
49	Section L QUICK PRINT ITEMS	8 1/2 X 14 one color two sided	EA	2500	\$0.07
51	SECTION N	BUSINESS CARDS	BOX	112	\$0.25
63	Section X	Shelter Ads	EA	44	\$34.00

Base Year and Option Increases: 2%

ATTACHMENT B - RATES

Unit Price

			Unit of		
Item Num	Section	Description	Measure	Quantity	Pacful
1	Section A AGENCY FORMS	Employment Applications with Insert	EA	2250	\$0.30
7	Section B AGENCY NCR FORMS	Grievance Advancement Form	EA	1800	\$0.14
8	Section B AGENCY NCR FORMS	Found Tags	EA	4500	\$0.13
10	Section B AGENCY NCR FORMS	Omnitrans Employee Consultant Report	EA	900	\$0.16
13	Section B AGENCY NCR FORMS	Employee Grievance Review Request	EA	1800	\$0.14
16	Section C ENVELOPES	#10 Regular, 24# White Linen	EA	4500	\$0.02
17	Section D LETTERHEAD	8 1/2 X 11 White Linen Stock	EA	6750	\$0.02
18	Section E LABELS	Return Address 40/sheet	SHEET	225	\$0.13
19	Section E LABELS	Shipping 6/sheet	SHEET	450	\$0.13
25	SECTION H BANNERS	6' X 3'	EA	1	\$25.00
26	SECTION H BANNERS	8' X 3'	EA	1	\$25.00
28	Section J FIELD SUPERVISOR HANDBOOK	Field Supervisor Handbook	EA	40	\$4.47
29	Section J FIELD SUPERVISOR HANDBOOK	Price per double sided pages over 75	EA	1	\$0.10
52	SECTION O	Newsletter Printing "Connections"	EA	18900	\$0.21
53	SECTION P	Newsletter Mailing "Connections"	EA	8100	\$0.21
54	SECTION Q	Name Badges	SHEET	450	\$0.13
55	SECTION R	Omnilink Transfer Passes	EA	1800	\$0.04
56	SECTION S - Omniviews	1A Masters	EA	4320	\$0.10
57	SECTION S - Omniviews	B/W Imprint	EA	320	\$0.08
58	Section T	Refund Slips	EA	3600	\$0.01
59	Section U	Rider Alerts / Take- Ones	EA	3000	\$0.01
65	Section Z	Employee Bus Ride Form	EA	450	\$0.06

1.5% increase in OY1

PRC13-147C

ATTACHMENT B - RATES

Unit Price				1.5% all
Offit Price		Unit of		years
Item Num Section	Description	Measure	Quantity	MK Printing
4 Section A AGENCY FORMS	Work Order	EA	3600	\$0.07
5 Section A AGENCY FORMS	Operators Daily Report	EA	4500	\$0.06
50 Section M	Buscard Posters	EA	1080	\$0.91
60 SECTION V - Rider Applications	Reduce Fair Disability Applications	EA	1800	\$0.16
61 SECTION V - Rider Applications	Sr Citizen Photo Discount Application	EA	1800	\$0.13
64 Section Y	System Wall Maps	EA	1215	\$1.39

Base Year and Option Year increases: 1.5%

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REGULATORY REQUIREMENTS

* Marks Required Subcontract Provisions that must flow down to all subcontracts as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein.

RR-01 ADMINISTRATIVE CODE *

A. Applicability

This Article applies to all contracts.

B. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

- 1. Contractor shall not cause or permit any member, officer, or employee of Omnitrans to have any financial interest in the Contract;
- 2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Omnitrans;
- 3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Omnitrans has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Omnitrans.

C. Campaign Contributions

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Omnitrans Board of Directors in violation of the California Government Code §§84300 et seq., or of the Administrative Code. Contractor shall submit a

Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

RR-02 DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

B. In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-03 WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.

B. Contractor shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the t. seq.

RR-04 PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Omnitrans business, including all information and documents submitted by Contractor ("Records"), shall become the exclusive property of Omnitrans and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Omnitrans use and disclosure of its records are governed by this

Act. Omnitrans will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to Omnitrans. Omnitrans will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

C. In the event of litigation concerning the disclosure of any Records, Omnitrans sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Omnitrans harmless from all costs and expenses including attorney's fees in connection with any such action.

RR-05 ACCESS TO RECORDS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor agrees to provide Omnitrans, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Omnitrans, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- D. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Omnitrans, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

RR-06 FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES*

A. Applicability

This Article applies to all federally funded contracts.

B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised April 14, 2009 (including any changes), and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Omnitrans requests which would cause Omnitrans to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between Omnitrans and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Omnitrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract

collectively "Federal Requirements". These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-07 ENERGY CONSERVATION REQUIREMENTS

A. Applicability

This Article applies to all federally funded contracts.

B. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

RR-08 CIVIL RIGHTS REQUIREMENTS *

A. Applicability

This Article applies to all federally funded contracts.

B. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et

seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

- (b) Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (c) Disabilities In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (d) Contractor shall include these requirements in each subcontract, modified only if necessary to identify parties, as required by Federal regulations.

RR-09 NO GOVERNMENT OBLIGATION TO THIRD PARTIES *

A. Applicability

This Article applies to all federally funded contracts.

B. Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Omnitrans, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

RR-10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS *

A. Applicability

This Article applies to all federally funded contracts.

- B. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- C. Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on

Contractor, to the extent the Federal Government deems appropriate.

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

RR-11 SUSPENSION AND DEBARMENT*

A. Applicability

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

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

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

C. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract.

This certification is a material representation of fact relied upon by Omnitrans. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Omnitrans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

RR-12 RECYCLED PRODUCTS

A. Applicability

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated

by the Environmental Protection Agency, when procuring \$10,000 or more per year.

- **B.** To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.
- C. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

RR-13 CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. Applicability

This Article applies to all federally funded contracts over \$100,000.

B. CLEAN WATER REQUIREMENTS

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33

U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

C. CLEAN AIR

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

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

RR-14 COMPLIANCE WITH FEDERAL LOBBYING POLICY *

A. Applicability

The following Article applies to federally funded contracts over \$100,000.

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

RR-15 BUY AMERICA *

A. Applicability

The following Article applies to federally funded rolling stock purchase and construction contracts over \$100,000 and to contracts over \$100,000 for materials & supplies for steel, iron, or manufactured products.

B. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final

assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Omnitrans may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

C. FTA requires a Buy America certification to be submitted with the proposal, or the proposal shall be considered non-responsive.

RR-16 CARGO PREFERENCE*

A. Applicability

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

B. USE OF UNITED STATES FLAG VESSELS

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the

Omnitrans (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

RR-17 FLY AMERICA

A. Applicability

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

B. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *

A. Applicability

This Article applies to federally funded construction contracts over \$2,000 (including ferry vessels), rolling stock purchases over \$2,500 and to operations/management contracts over \$2,500 (except transportation services)

B. Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours

and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:

- Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the Article set forth in paragraph (1) of this Article Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Article, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.
- 3. Withholding for unpaid wages and liquidated damages Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.

- 4. Subcontracts – Contractor or Subcontractor shall insert this Article in any Subcontracts and also an Article requiring the Subcontractors to include this Article in any lower tier Subcontracts. Contractor shall be responsible compliance by any Subcontractor or lower tier Subcontractor with this Article.
- 5. Payrolls and basic records The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Omnitrans and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

RR-19 DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Disadvantaged Business Enterprises

- a. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 11%.
- b. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Omnitrans deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid concurrent with and accompanying an initial proposal prior to award:

- 1. The names and addresses of DBE firms that will participate in this contract;
- 2. A description of the work each DBE will perform;
- 3. The dollar amount of the participation of each DBE firm participating;
- 4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- 6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness with initial proposals prior to contract award] (see 49 CFR 26.53(3)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's receipt of payment for that work from the Omnitrans. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to his contract is satisfactorily completed.
- e. Contractor must promptly notify Omnitrans whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Omnitrans.

RR-20 ADA ACCESS

A. Applicability

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

B. Access Requirements for Persons with Disabilities

Contractor shall comply with:

- 1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;
- 2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;
- 3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;
- 4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and
- 5. All applicable requirements of the following regulations and any subsequent amendments thereto:
 - (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
- (11) Any implementing requirements FTA may issue.

RR-21 ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM *

A. Applicability

This Article applies to federally funded contracts for transit operations.

B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations

Contractor and its Subcontractors shall comply with the FTA antidrug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations

apply to all "contractors" that have "covered employees" that perform "safety sensitive functions" as those terms are defined in the regulations.

C. Certificate of Compliance

The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

D. Drug and Alcohol Testing Program

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or Omnitrans, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor shall annually certify its compliance with Parts 653 and 65. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

E. Alcohol and Drug Free Workplace Program

In addition to the above, for Work performed on Omnitrans property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at http://transit-safety.fta.dot.gov/DrugAndAlcohol/default.asp

RR-22 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS * A. Applicability

Subject to the limitations in Sections B, C, and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

B. General Transit Employee Protective Requirements

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor ("U. S. DOL") guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled "U. S. DOL Certification"

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled "U. S. DOL Certification".

D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

E. Indemnity

Contractor shall defend, indemnify and hold harmless Omnitrans, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

RR-23 BONDING REQUIREMENTS

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to ten (10) percent of the bid price. The "bid guarantees" shall consist of a firm commitment and may be in any of the following forms: (a) cash; (b) cashier's check payment to Omnitrans; (c) a certified check payable to the city; or (d) a bidder's bond executed by an admitted surety insurer. Such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a

contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

RR-24 DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the

appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not

agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the

classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the Classification under this contract from the first day on which work is performed in the classification.
- (2) Withholding Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Omnitrans may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) **Payrolls and basic records** (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work

and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Omnitrans for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid

the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees (i) Apprentices Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under

the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) <u>Trainees</u> - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate

that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) <u>Equal employment opportunity</u> The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

- (10) **Certification of eligibility** (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

RR-25 PRIVACY ACT - 5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,
- 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

RR- 26 TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- **a.** Termination for Convenience (General Provision) Omnitrans may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Omnitrans to be paid the Contractor. If the Contractor has any property in its possession belonging to the Omnitrans, the Contractor will account for the same, and dispose of it in the manner the Omnitrans directs.
- **b.** Opportunity to Cure (General Provision) Omnitrans in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Omnitrans' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Omnitrans setting forth the nature of said breach or default, Omnitrans shall have the right to terminate the Contract without any further obligation to Contractor. Any

such termination for default shall not in any way operate to preclude Omnitrans from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

- 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

RR - 27

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

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

RR-28 BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Omnitrans Construction Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy,

the Contractor mails or otherwise furnishes a written appeal to Omnitrans Construction Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Omnitrans Project Manager shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by Omnitrans, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Omnitrans and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Omnitrans is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Omnitrans, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

END OF REGULATORY REQUIREMENTS



1700 W. Fifth St. San Bernardino, CA 92411 909-379-7100 www.omnitrans.org

ITEM#_____F5

DATE: August 7, 2013

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

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

SUBJECT: CONFLICT WAIVER - REVIEW OF CONTRACT WITH SAN

BERNARDINO ASSOCIATED GOVERNMENTS

FORM MOTION

Authorize the Interim CEO/General Manager to execute a Conflict Waiver with Best Best and Krieger for review of the contract between the San Bernardino Associated Governments (SANBAG) and Omnitrans for the License Agreement on the Redlands Subdivision Mile Post 1.0.

BACKGROUND

Omnitrans has requested Best & Krieger (BBK) to review the contract with SANBAG for the License Agreement on the Redlands Subdivision Mile Post 1.0, which is necessary for the placement of conduit within a casing under the rail line to function as a preemption cable and reinforced concrete pads for bus lanes relating to the sbX Bus Rapid Transit Project.

Since BBK represents SANBAG on various other unrelated matters, Rule 3-310 of the California Rules of Professional Conduct requires that Omnitrans be notified and execute a waiver acknowledging this fact.

CONCLUSION

Approval of the requested action will provide the necessary acknowledgement to BBK to allow them to proceed with review of the agreement.

PSG:VLO

Attachment



Indian Wells (760) 568-2611

(949) 263-2600 Los Angeles

(213) 617-8100 Riverside (951) 686-1450 BEST BEST & KRIEGER

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John E. Brown (909) 483-6640 john.brown@bbklaw.com File No. 46260.00009

July 22, 2013

By Certified Mail Return Receipt Requested

Scott Graham Interim CEO/General Manager Omnitrans 1700 West Fifth Street San Bernardino, CA 92411

Re: Conflict Waiver - Contract between SANBAG and Omnitrans for

License Agreement on the Redlands Subdivision Mile Post 1.0

Dear Mr. Graham:

As you know, BB&K represents Omnitrans ("Omnitrans") as Special Counsel. Recently we have been asked by Omnitrans to review a Contract ("Contract") between Omnitrans and San Bernardino Associated Governments ("SANBAG"), acting as the San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission, to provide a license over SANBAG property located at Mile Post 1.0 in the Redlands Subdivision. A license is necessary for the placement of conduit within a casing under the rail line to function as a preemption cable and reinforced concrete pads for bus lanes relating to the sbX bus rapid transit project.

RULES OF PROFESSIONAL CONDUCT

Rule 3-310 of the California Rules of Professional Conduct provides in pertinent part:

- (C) A member [of the Bar] shall not, without the informed written consent of each client:
 - (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
 - (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or



BEST BEST & KRIEGER

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- (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.
- (D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

OUR REPRESENTATION

Omnitrans has requested that our firm represent Omnitrans in reviewing the Contract between Omnitrans and San Bernardino Associated Governments for a License Agreement on the Redlands Subdivision Mile Post 1.0. However, you should know that we also represent SANBAG on various unrelated matters. We will not be representing SANBAG regarding the Contract and we have not performed any services for SANBAG regarding the Contract.

ADVERSE CONSEQUENCES

We are obliged to inform you of any actual or reasonably foreseeable adverse effects of this representation. In particular:

- We may be tempted to favor the interests of one client over the other.
- Our exercise of independent judgment to Omnitrans may be impaired or clouded by our pre-existing relationship with SANBAG.
- We may not be able to present the appropriate position, claims or defenses for a client in order to avoid taking adverse positions to the other client.
- We may be restricted from forcefully advocating a client's position for fear of alienating the other client.
- We may impair the position, claims or defenses of one client because of an adverse position we take for another client.
- Disputes may arise between both clients regarding tactics, objectives or resolution of this matter because of our joint representation of both clients.



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- We may disclose confidential information to a client that the other client would not like revealed since we cannot keep confidences between clients on the same matter.
- We may be forced to withdraw from representing either or both clients because of disputes or further conflicts of interest which could increase either or both clients' attorney's fees and costs.
- There may be an appearance of impropriety in our representation of both clients simultaneously.
- After the matter is concluded, the clients may make conflicting demands for the client file.

YOUR CONSENT

If you wish us to represent you in this matter, we need you to sign this consent letter. It is understood that this consent will not waive any protection that you may have with regard to attorney-client communications with us in this matter. Those communications will remain confidential and will not be disclosed to any third party without your consent.

I believe that you are familiar with the factual background in this matter, and I have given you a sufficiently-detailed description for obtaining informed written consent. However, if you believe that there is any other information that you or I need to have before such consent can be granted, please let me know immediately.

In the event that circumstances change or we become aware of new information that requires a new consent from the parties, you will be notified of that fact immediately, and continued representation will be subject to the informed written consent of involved parties.

I should emphasize that you are entitled to and should consider obtaining an independent legal opinion regarding the advisability of signing this consent form.

Your execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Section 3-310 of the California Rules of Professional Conduct previously quoted in this letter.



BEST BEST & KRIEGER &

Scott Graham Interim CEO/General Manager July 22, 2013 Page 4

AGREED AND ACCEPTED:

A copy of this letter is enclosed for your files. If you have any questions, please do not hesitate to call.

John E. Brown of BEST BEST & KRIEGER LLP Counsel, Omnitrans

	Scott Graham
	Interim CEO/General Manager



1700 W. Fifth St. San Bernardino, CA 92411 909-379-7100 www.omnitrans.org

ITEM# **F6**

DATE: August 7, 2013

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

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

SUBJECT: AUTHORIZE DEVELOPMENT OF CONTINGENCY SERVICE PLAN

FORM MOTION

Authorize the Interim CEO/General Manager to develop contingency service plan reductions, including the scheduling of public hearings, to address the current hold on Federal Transit Administration grant funding.

BACKGROUND

On April 16, 2013, the Amalgamated Transit Union's (ATU) General Counsel, on behalf of ATU Local #1704, submitted objections to the U.S. Department of Labor (DOL) regarding Omnitrans' Federal Transit Administration application for grant funds. This objection is in response to the newly enacted California pension reform law, Public Employees' Pension Reform Act of 2013 (PEPRA), signed into law by Governor Jerry Brown in September 2012, which became effective January 1, 2013. The ATU Local #1704 claims that this new pension reform act takes away its bargaining rights provided under Section 13c of the Urban Mass Transportation Act of 1964 (49 USCS AB §1609 (c) (1982); recodified into 49 USCS 5333).

Omnitrans has approximately \$29.7 million dollars in FTA grant funding frozen pending action on the objections. As of the beginning of July 2013, approximately \$11.7 million dollars of operating funds has been expended by Omnitrans in reliance upon these grants. Currently, the Agency is expending approximately \$900,000 a month in operating costs which are reimbursable through these grants. Omnitrans does not have the ability to continue current operations with this reduced level of funding.

At my direction, on July 25, 2013, Legal Counsel sent a letter on behalf of Omnitrans to the Department of Labor disagreeing with the substance of the objections by the ATU Local 1704, outlining specific reasons why the objections should be deemed insufficient and requesting release of funds that will enable Omnitrans to maintain current service levels. The DOL was to have taken action within 10 days to determine whether or not the objections submitted were sufficient. The deadline for DOL to response to the objection was April 26, 2013. To date, DOL has not complied with their policy to respond.

Board Chair Alan Wapner and Members of the Omnitrans Board of Directors August 7, 2013 – Page 2

Further, a separate request was sent to General Counsel to ATU requesting to meet with the ATU in an attempt to reach an agreement regarding the Section 13c to allow FTA funding to be released to Omnitrans.

It is hoped that the letter to the Department of Labor will cause them to release the hold on Omnitrans' grant funds to avoid service cuts and layoffs or that we can reach an agreement with the ATU to allow the DOL to release our funds. However, in the absence of any action on either front, it is vital that Omnitrans prepare a contingency plan to address the potential 40% loss in service and the elimination of over 200 jobs.

CONCLUSION

Approval of this recommendation will allow Omnitrans the ability to move forward and prepare a contingency plan to address the reduced funding as a result of the hold of FTA grant funding. If the funds are released, service would remain at the current level.

PSG:VLO