



**BOARD OF DIRECTORS MEETING
WEDNESDAY, MAY 1, 2013 – 7:30 A.M.
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411**

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

A. CALL TO ORDER

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

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, June 5, 2013, at 8:00 a.m.
Omnitrans Metro Facility Board Room
2. Presentation: Employee of the Quarter

C. COMMUNICATIONS FROM THE PUBLIC

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

D. POSSIBLE CONFLICT OF INTEREST ISSUES

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

E. CONSENT CALENDAR

The following items are expected to be routine and non-controversial. The Board will act upon them at one time without discussion, unless the Board directs that an item be held for further discussion under Agenda Item F, Discussion Items. Any person wishing to address consent items should address the Board under Agenda Item E-16, Action on Consent Calendar.

- | | |
|--|----|
| 1. Approve Board Minutes – April 3, 2013 | 5 |
| 2. Receive and File Administrative & Finance Committee Minutes – March 4, 2013 | 10 |
| 3. Receive and File Agency Management Report – March 2013 | 14 |
| 4. Claims Filed Against Omnitrans – Information Item Only | 23 |



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E. CONSENT CALENDAR CONTINUED

5. Receive and File Construction Progress Report #15 through March 20, 2013, sbX E Street Corridor BRT Project	24
6. Receive and File Quarterly Report, sbX E Street Corridor Project – March 2013	47
7. Receive and File 2013 Key Performance Indicators – 3 rd Quarter Report	49
8. Receive and File SAP Enterprise Resource Planning (ERP) Enhancement Project Plan for Tracking Deliverables and Milestones - Update	55
9. Receive and File Change in Omnitrans Fiscal Year 2013 Financial and Compliance Audit Services Provider	57
10. Receive and File Affirmative Action Status Report as of April 8, 2013	90
11. Authorize CEO/General Manager to Utilize Pending Alternative Fuel Tax Credit as Local Match for Capital Projects	91
12. Reclassify Application Specialist Position	93
13. Adopt Resolution No. 266-13, Authorizing Filing of Transportation Development Act, Article 4, Reimbursement Claim to the San Bernardino Associated Governments	98
14. Adopt Resolution No. 267-13, Authorizing Filing of Fiscal Year 2014 Applications with Federal, State, and Local Funding Sources, particularly the Federal Transit Administration, for Federal Transportation Assistance Authorized by Title 23, U.S.C. and Title 49 U.S.C., Chapter 53, and Other Federal Statutes Administered by the Federal Transit Administration	99
15. Press Articles and Letters of Interest to the Board	101
16. Action on Consent Calendar	

F. DISCUSSION ITEMS

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

1. CEO/General Manager's Report	104
2. Adopt Fiscal Year 2014 Management Plan	108
3. Amend Fiscal Year 2008-2013 Short Range Transit Plan to Include Fiscal Year 2014	115
4. Award Contract MKT13-67, Bus Stop Amenity Trash Receptacles	117
5. Authorize Release, Invitation for Bids IFB-MNT13-100, Bus Tire Lease and Tire Services	158
6. Authorize Release, Request for Proposals RFP-HR13-149, Temporary Employment Agency Services	160

G. PUBLIC HEARING

1. Close Public Hearing Concerning Federal Transit Administration Section 5310 Capital Assistance for Fiscal Year 2012	162
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H. BOARD BUSINESS

Closed Session

1. Conference with Labor Negotiator, Milo Victoria, 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 Legal Counsel from Nossaman LLP, Existing Litigation, Government Code Section 54956.9 (a) – SANBAG v. World Oil Marketing Company, San Bernardino County Superior Court Case CIVDS 1104963, Parcel B243

I. REMARKS AND ANNOUNCEMENTS

J. ADJOURNMENT

ITEM # D1

DATE: May 1, 2013

TO: Board Chair Dick Riddell & Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Jennifer Sims, Director of Procurement

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

FORM MOTION

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Board of Director's Meeting scheduled May 1, 2013.

Item No.	Contract	Principals & Agents	Subcontractors
F-4	Award Contract MKT13-67 Bus Stop Amenity Trash Receptacles	<i>All Purpose Manufacturing, Inc. Oceanside, CA Dean Chesnut, Vice President</i>	<i>None</i>

MV/JS

ITEM # E1

**BOARD OF DIRECTORS' MEETING
MINUTES
APRIL 3, 2013**

A. CALL TO ORDER

Chair Dick Riddell called the regular meeting of the Omnitrans Board of Directors to order at 8:03 a.m., Wednesday, April 3, 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 Dick Riddell, City of Yucaipa – Chair
Councilmember Alan Wapner, City of Ontario – Vice Chair
Councilmember Ron Dailey, City of Loma Linda
Mayor Paul Eaton, City of Montclair
Councilmember Frank Gonzales, City of Colton
Supervisor Josie Gonzales, County of San Bernardino
Vice Mayor Ed Graham, City of Chino Hills
Mayor Pro Tem Penny Lilburn, City of Highland
Mayor Pat Morris, City of San Bernardino
Supervisor Gary Ovitt, County of San Bernardino
Councilmember Ed Palmer, City of Rialto
Mayor Pro Tem John Roberts, City of Fontana
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga
Mayor Walt Stanckiewicz, City of Grand Terrace
Mayor Dennis Yates, City of Chino

BOARD MEMBERS NOT PRESENT

Mayor Pro Tem Paul Foster, City of Redlands
Supervisor Robert Lovingood, County of San Bernardino
Mayor Ray Musser, City of Upland
Supervisor James Ramos, County of San Bernardino
Supervisor Janice Rutherford, County of San Bernardino

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

Milo Victoria, CEO/General Manager
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources
Sam Gibbs, Director of Internal Audit Services
Scott Graham, Director of Operations
Milind Joshi, sbX Project Manager
Rohan Kuruppu, Director of Planning & Development Services
Ray Lopez, Director of Safety & Security
Robert Miller, Chief Financial Officer
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
Diane Caldera, Assistant Transportation Manager
Bart Hayashi, Construction Manager
Eugenia Pinheiro, Contracts Manager
Dennice Raygoza, Sr. Contract Administrator
Christine Van Matre, Contract 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

The next regular meeting is scheduled Wednesday, May 1, 2013, at 7:30 a.m.

A presentation was made to Omnitrans from Terry Roberts, Area Director for the California American Lung Association. This was for Omnitrans' participation in the 2012 Fight for Air Walk.

Presentations were made to Omnitrans' 2012 One and Two Million Mile Achievers.

C. COMMUNICATIONS FROM THE PUBLIC

Laura Mancha, Rolling Start, spoke to the Board regarding moving Public Comment to later than 8 a.m.

Roxanne Chiappone, San Bernardino, spoke to the Board regarding the safety at 4th Street and requested Routes 5 and 7 be moved to another location.

Senior Assembly Member Fran Givens introduced herself to the Board. She will be attending Board Meetings to report actions taken to the Access Committee and Rolling Start.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

None.

E. CONSENT CALENDAR

- 1) Approve Board Minutes – March 6, 2013
- 2) Receive & File Agency Management Report – February 2013
- 3) Claims Filed Against Omnitrans – Information Item Only
- 4) Receive & File Chief Financial Officer's Quarterly Report – Forward Fuel Purchases through March 2013
- 5) Receive & File Response to Public Comment, Safety Concerns at 4th Street Transfer Center
- 6) Receive and File Report on Omnitrans Investment in Property in Rancho Cucamonga
- 7) Authorize Transfer of Ownership of Two Buses Formerly Approved for Auction to San Bernardino County Emergency Vehicle Operating Center and Sheriff's Department
- 8) Authorize Amendment No. 3, Contract IPMO11-3, Bus Inspection Services
- 9) Authorize Change Order No. 3, Contract RFP-ITS08-2, Copiers
- 10) Authorize Award of Contract PRC13-40A, PRC13-40B, PRD13-40C, Hydraulic Oil, Synthetic Automatic Transmission Fluid, and Red I Grease
- 11) Adopt Resolution No. 264-13, Authorizing CEO/General Manager to Execute and Complete Filing of Application and Requests for Reimbursement for the Governor's Office of Homeland Security Fiscal Year 2011-2012 and Fiscal Year 2012-2013 California Transit Security Grant Program Funding
- 12) Adopt Resolution No. 265-13, Authorizing CEO/General Manager to Submit Program Expenditure Plan, Complete Filing of Application and Requests for Reimbursements from Public Transportation Modernization, Improvement and Service Enhancement Account Program (PTMISEA) Bond Act of 2006
- 13) Press Articles and Letters of Interest to the Board

Members J. Gonzales and Roberts abstained from Agenda Item E-1, Approve Board Minutes – March 6, 2013, as they were not present last month.

Member J. Gonzales requested to pull Agenda Item E-5, Receive & File Response to Public Comment, Safety Concerns at 4th Street Transfer Center and Agenda Item E-6, Receive and File Report on Omnitrans Investment in Property in Rancho Cucamonga.

On motion by Member Eaton, seconded by Member Palmer and carried, the remainder of the Consent Calendar was approved. After discussion on Agenda Items E-5 and E-6, they were accepted as Receive and File agenda items.

F. DISCUSSION ITEMS

1) CEO/General Manager's Report

CEO/General Manager Victoria reviewed the CEO/General Manager's Report for February 2013.

2) Discuss and Seek Board Direction, Placement of Communications from the Public on the Omnitrans Board of Directors Meeting Agenda

After discussion, Board consensus was to keep Public Comments where it is on the agenda, but allow any additional comments at the end of the meeting for late comers. Written comments will also be made part of the record for any agenda item.

3) Extend Term of Board Member Penny Lilburn on the Consolidated Transportation Services Agency (VTrans) Board of Directors from Three Years to Four Years and Appoint New Member to Fill Vacant Seat

M/S/C (Morris/J. Gonzales) to extend Board Member Penny Lilburn's term on the Consolidated Transportation Services Agency (CTSA) Board of Directors from three years to four years, with term now ending December 1, 2014.

M/S/C (Yates/Wapner) to appoint Member Sam Spagnolo to fill the vacancy left by former Omnitrans Board Member Lee Ann Garcia.

4) Authorize Change Order No. 9, PLN09-21, Construction Management Services – sbX E Street Corridor Bus Rapid Transit (BRT) Construction Project

M/S/C (Riddell/Morris) to authorize the CEO/General Manager to execute Change Order No. 9 to increase Contract PLN09-21 for Construction Management Services with Jacobs Project Management Co. (Jacobs) of Ontario, California, to April 2014, and increase the contract by an additional \$5,577,893, plus a 10% contingency of \$557,789, and 3.27% Cost Allocation Plan of \$200,637, for a new total project amount not to exceed amount of \$12,053,284, including contingency and CAP.

Members Ovitt, J. Gonzales, and Stanckiewicz opposed the motion.

5) Authorize Release, Invitation for Bids IFB-MNT13-107, Bus Filters

M/S/C (Wapner/Lilburn) to authorize the CEO/General Manager to release Invitation for Bids IFB-MNT13-107 for the provision of Bus Filters for a three (3) year base contract, and two one-year options beginning August 1, 2013, and ending no later than July 31, 2018.

6) Authorize Award (Bench), Contracts MNT13-14 (A-R), New Flyer Bus Parts

M/S/C (Graham/Eaton) to authorize the CEO/General Manager to award Contracts MNT13-14 (A-R) as listed below for the provision of New Flyer Bus Parts for an initial three year period beginning April 3, 2013 and ending no later than April 2, 2016, and the authority to exercise two (2) single option years to extend the contract to no later than April 2, 2018, in an aggregate not to exceed amount of \$1,500,000, for the initial base period and \$500,000 for each of the two option years, totaling \$1,000,000 for a total aggregate not to exceed amount of \$2,500,000, plus a 10% contingency of \$250,000, for a total not-to-exceed amount of \$2,750,000.

G. CALL FOR PUBLIC HEARING

Call for Public Hearing Concerning Federal Transit Administration Section 5310 Capital Assistance for Fiscal Year 2012

M/S/C (Graham/Lilburn) to authorize a Call for a Public Hearing concerning the Federal Transit Administration (FTA), Section 5310 Capital Assistance for Fiscal Year 2012, to be held at 8:00 a.m. May 1, 2013, at the Omnitrans Metro Facility, 1700 West Fifth Street, San Bernardino, CA 92411.

H. BOARD BUSINESS

Closed Session

1. Conference with Labor Negotiator, Milo Victoria, concerning labor negotiations with Amalgamated Transit Union #1704 regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6

The Board adjourned to Closed Session at 9:42 a.m. The Board reconvened at 10:00 a.m. Chair Riddell said no reportable action took place during Closed Session.

I. REMARKS AND ANNOUNCEMENTS

None.

J. ADJOURNMENT

The Board adjourned at 10:01 a.m. The next regular meeting is May 1, 2013, at 7:30 a.m. with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Carol Angier, Recording Secretary

ITEM # E2

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES
March 4, 2013**

The Administrative & Finance Committee meeting was called to order by Acting Chair Dick Riddell at 12:02 a.m. on March 4, 2013. Chair Alan Wapner came later in the meeting.

Committee Members Attending

Councilmember Alan Wapner, City of Ontario, Committee Chair
Mayor Paul Eaton, City of Montclair
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
Mayor Walt Stanckiewicz, City of Grand Terrace

Committee Members Absent

Mayor Pro Tem Paul Foster, City of Redlands
Supervisor Gary Ovitt, County of San Bernardino

Omnitrans Staff & Others Attending

Milo Victoria, CEO/General Manager
Robert Miller, Chief Financial Officer
Wendy Williams, Director of Marketing
Sam Gibbs, Director of Internal Audit Services
Don Walker, Director of Finance
Ray Lopez, Director of Safety & Security
Marjorie Ewing, Director of Human Resources
Jennifer Sims, Director of Procurement
Eugenia Pinheiro, Contracts Manager
Milind Joshi, sbX Project Manager
Maurice Mansion, Treasury Manager
Bart Hayashi, Construction Manager
Dennice Raygoza, Sr. Contract Administrator
Christine Van Matre, Contract Administrator
Casey Dailey, SANBAG
Beth Kranda, VTrans
Jessica Jacques, VTrans
Roger Hatton, Jacobs
Jeff Caldwell, ATU Local #1704 President
Gerald Nunez, ATU Local #1704 Vice President
Frank Uribe, ATU Local #1704 Steward
Carol Angier, Administrative Secretary

C. Possible Conflict of Interest Issues

None

D. Agenda Items

1. Approve Administrative & Finance Committee Minutes of January 14, 2013

M/S (Graham/Roberts) to approve the minutes of the January 14, 2013 Committee meeting. Member Eaton abstained. Motion was unanimous by members present.

2. Receive and File Construction Progress Report No. 14 for the sbX E Street Corridor BRT Project through January 2013

sbX Project Manager Joshi said at January 21, the project was approximately 55 percent completed. Six of the 14 articulated buses have arrived on site, and the Vehicle Maintenance Facility (VMF) construction has started. To date, no time has been lost due to injury on the project. The current sbX budget is \$191.7 million, \$72.79 million has been used, and the project is expected to finish under budget at \$183 million. The project will be completed by the deadline of April 2014. The construction is now focused on the south side of E Street and Hospitality Lane, center lanes are being done, and the concrete has been poured at the Rialto and E Street bus station. All park-and-ride construction is in progress. The temporary fuel station is being built for the VMF.

Member Stanckiewicz asked about the problem on Hospitality Lane in which the holes for the utilities were not properly filled in. sbX Project Manager Joshi said he would look into this and have the inspector check and fix it. Member Graham asked what is the average percentage of change orders being paid on the project, and sbX Project Manager Joshi said approximately 80 percent. Each change order is reviewed, and the payments are kept conservative. Member Riddell requested a status on the meeting with the City of San Bernardino regarding Baseline and Highland. CEO/General Manager Victoria said a meeting was held to discuss a possible grind and overlay of that area as the street is in bad condition and the weight of the sbX buses may make it worse. This option may not be the best, and other options are being discussed with the city. Whatever option is chosen, it will not exceed the \$800,000 that was budgeted for this area.

This was a receive and file agenda item.

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

Chief Financial Officer Miller said March natural gas prices were stable, and Omnitrans is at or below the fiscal year budget for fuel.

This was a receive and file agenda item.

4. Recommend to Board of Directors, Approval to Authorize CEO/General Manager to Execute Amendment No. 3 to Contract IPMO11-3, Bus Inspection Services

Director of Procurement Sims said an amendment to the original Bus Inspection Services contract was done to comply with the FTA-required Intermediate Buy America Audit. This cost \$975 and was taken from the contingency amount. Amendment No. 2 extended the contract date to September 30 in order to allow time to complete production inspections, final delivery acceptance, and post-delivery

audit. Amendment No. 3 is being presented for the contractor to complete the additional inspection services.

M/S (Stanckiewicz/Eaton) to recommend approval to the Board of Directors to authorize the CEO/General Manager to execute Amendment No. 3 to Contract IPMO11-3 with E.F. Enterprises of Banning, CA, for Bus Inspection Services for \$5,835, plus a 3.27% Cost Allocation Plan (CAP) of \$191 for a total amount of \$6,026, which increases the total contract amount to \$41,475, and the project total to \$42,831. Motion was unanimous by members present.

5. Receive and File Response, SAP Enterprise Resource Planning (ERP) Enhancement Project Plan for Tracking Deliverables and Milestones

Director of Internal Audit Services Gibbs said the Board directed staff to provide an update on Omnitrans progress on meeting the deliverables and milestones for business integration, improvements in production operations, and knowledge transfer. To date, this project is under budget and on schedule.

This was a receive and file agenda item.

6. Recommend to Board of Directors, Approval to Authorize Change Order No. 9, PLN09-21, Construction Management Services – sbX E Street Corridor Bus Rapid Transit (BRT) Construction Project

sbX Project Manager Joshi said a Time and Material contract was awarded to Jacobs in May 2009 in order to explore Omnitrans' design to align construction management services. This approach was approved by the FTA and deemed prudent. Jacobs' staff was kept to a minimum at that time, with the knowledge staff would be increased during construction. When the plans were approved by the City of San Bernardino and the FTA Project Construction Grant Agreement was executed in September 2011, it became apparent the budget and performance period for Jacobs would not be enough to support the increased level of public relations, right-of-way, and utility coordination. The contract was increased to accommodate this. As the corridor construction began, unknown conditions in the City of San Bernardino streets were found. Jacobs is also involved in managing construction activities for the VMF project. To accomplish all this work, staffing increases were necessary. Therefore, Change Order No. 9 is presented to increase the budget for these tasks. As the construction nears completion, Jacobs will gradually reduce their staff and close out the project with only minimal staffing.

Member Riddell asked if this increase is within the project budget. sbX Project Manager said it is, and this increase is included in the budget amount presented in Agenda Item #2, sbX Progress Report #14.

M/S (Graham/Gonzales) to receive and forward to the Board of Directors for approval to execute Change Order No. 9 to extend Contract PLN09-21 for Construction Management Services with Jacobs Project Management Co. (Jacobs) of Ontario, California, to April 2014, and increase the contract by an additional \$5,577,893, plus a 10% contingency of \$557,789, and 3.27% Cost Allocation Plan of \$200,637, for a new total project amount not to exceed amount of \$12,053,284, including contingency and CAP. Motion was unanimous by members present.

Administrative & Finance Committee Minutes
March 4, 2013

The Administrative & Finance Committee meeting adjourned at 12:32 a.m. The next Administrative & Finance Committee Meeting is scheduled for April 8, 2013, with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Carol Angier, Recording Secretary

ITEM # E3

AGENCY MANAGEMENT REPORT

March 2013
FISCAL YEAR 2013

Agency Results

Operating Revenue

March total Operating Revenue of \$5,678,313 is 94,413 under budget. Year-to-Date (YTD) Operating Revenue of \$52,022,318 is \$67,788 over budget. The negative monthly variance is driven by a write-off of assets. The YTD variance is primarily driven by billing the FTA for the Job Access Reverse Commute Funding in the prior month.

Operating Expense

March Operating Expense of \$5,619,222 is \$150,345 under budget. YTD Operating Expense of \$50,146,328 is \$1,779,777 or 3% under budget. The current month and YTD variance is driven by labor, fringe benefits, material and supplies, services and occupancy all coming in under budget.

Ridership

During the month of March, Omnitrans carried a total of 1,364,160 passengers. This consisted of 1,322,693 on Fixed Route service and 41,467 on Demand Response routes. YTD Ridership is 12,195,950, which reflects a total system increase of .63% when compared to the same period last year.

Revenue Hours/Revenue Miles

During the month of March, Omnitrans provided a total of 68,026 revenue hours reflecting a decrease of .48% versus the same period last year. Omnitrans logged a total of 920,459 revenue miles during the month, reflecting a decrease of 1.34% when compared to same period last year. YTD Omnitrans provided a total of 599,082 revenue hours reflecting an increase of .69% versus the same period last year. Also, YTD Omnitrans logged a total of 8,013,614 revenue miles reflecting a decrease of .93% when compared to same period last year.

Farebox Recovery Ratio

March farebox revenue for Fixed Route/Omnalink is \$1,240,887 versus \$1,153,976 for the same period last year. This is an increase of 7.53%. The positive variance is driven by an increase in pass sales compared to last year. The farebox recovery ratio for the month is 27.25%. YTD farebox revenue for Fixed Route/Omnalink is \$10,016,134 versus \$10,089,718 for the same period last year. This is a decrease of .73%. YTD farebox recovery ratio is 24.60%.

March farebox revenue for Access is \$127,805 versus \$129,226 for the same period last year. This is a decrease of 1.10%. Farebox recovery ratio for the month is 12.43%. YTD farebox revenue for Access is \$1,154,959 versus \$1,139,897 for the same period last year. This is an increase of 1.32%. YTD farebox recovery ratio is 12.69%.

Financials

Total Salaries and Benefits of \$3,373,325 are \$94,946 under budget for the month of March. YTD Salaries and Benefits of \$30,161,229 are \$1,053,210 or 3% under budget. The positive current month and YTD variance is primarily driven by headcount being less than planned.

Total Services are \$256,453 or \$9,344 under budget in March. YTD Total Services are \$1,643,422 or \$748,749 under budget. The positive monthly and YTD variance is principally driven by professional services being less than planned.

Materials and Supplies are \$764,987 or \$36,969 under budget in March. YTD Materials and Supplies are \$6,156,021 or \$1,056,186 under budget. The current month and YTD variance is principally driven by gasoline and rolling stock parts being less than planned.

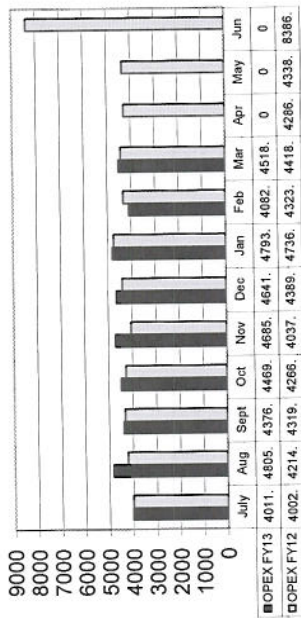
Purchased Transportation is \$756,404 or \$24,056 over budget in March. YTD Purchased Transportation is \$6,809,050 or \$136,915 over budget. The current month and YTD variance is driven by demand being up over the prior year.

Other Expenses are \$459,053 or \$33,742 under budget in March. YTD Other Expenses are \$5,376,606 or \$941,453 over budget. The current month variance is driven by an increase in the allocated labor credit for the month. The YTD variance is primarily driven by the Incurred But Not Reported reserve accrual.

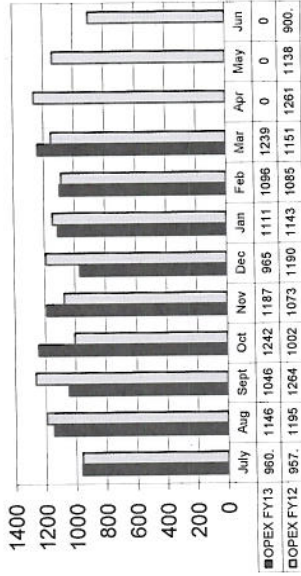
**PERFORMANCE STATISTICS
FISCAL YEAR 2013
March 2013**

	<u>Current Month</u>		<u>YR/YR</u>	<u>Year-To-Date</u>		<u>YR/YR</u>
	<u>March 2013</u>	<u>March 2012</u>	<u>inc/(dec)</u> <u>CURRENT</u>	<u>March 2013</u>	<u>March 2012</u>	<u>inc/(dec)</u> <u>YTD</u>
Total Passenger Revenue & Subsidy						
Fixed Route	\$1,238,564	\$1,150,660	7.6%	\$9,991,111	\$10,060,519	-0.7%
Demand Response	\$130,128	\$132,543	-1.8%	\$1,179,981	\$1,169,097	0.9%
Total Passengers						
Fixed Route	1,322,693	1,348,821	-1.9%	11,829,921	11,765,623	0.5%
Demand Response	41,467	40,222	3.1%	366,029	353,688	3.5%
Farebox Recovery Ratio						
Fixed Route/OmniLink	27.25%	25.88%		24.60%	25.82%	
Access	12.43%	12.47%		12.69%	12.89%	
Total Passengers per Revenue Hour						
Fixed Route	25.3	25.6	-1.0%	25.7	25.6	0.1%
Demand Response	2.6	2.6	2.1%	2.7	2.6	2.3%
Revenue per Passenger						
Fixed Route	0.94	0.85	9.8%	0.84	0.86	-1.2%
Demand Response	3.14	3.30	-4.8%	3.22	3.31	-2.5%
Cost per Passenger						
Fixed Route	3.42	3.28	4.3%	3.41	3.29	3.8%
Demand Response	25.63	26.77	-4.3%	25.78	26.04	-1.0%
Cost per Revenue Hour						
Fixed Route	86.40	83.72	3.2%	87.57	84.29	3.9%
Demand Response	67.57	69.13	-2.3%	68.42	67.56	1.3%
	<u>Actual</u>	<u>Target</u>				
On Time Performance						
Fixed Route	85.60%	90%				
Demand Response	88.41%	90%				
Headcount (includes PT Operators)	621	646				

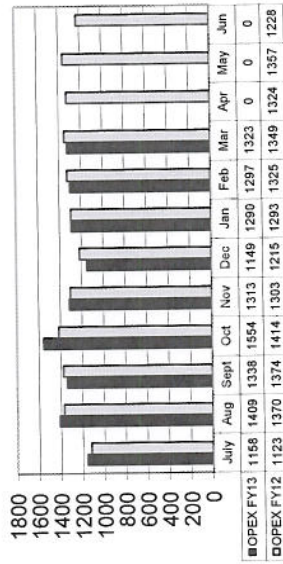
Fixed Route Operating Expense Thousands



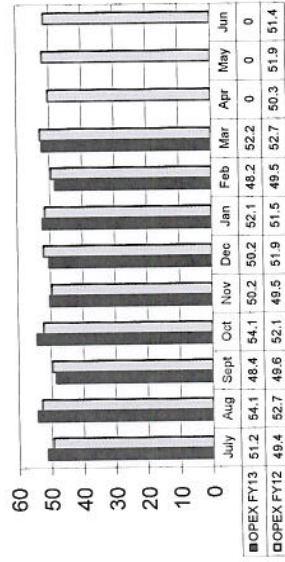
Fixed Route Passenger Revenue Thousands



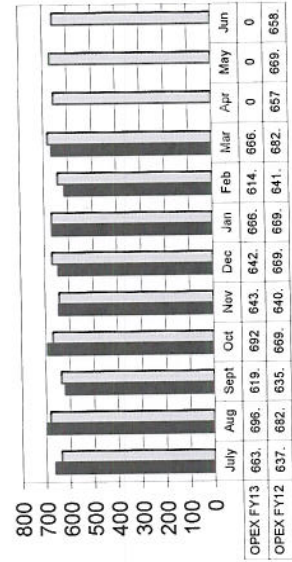
Fixed Route Ridership Thousands



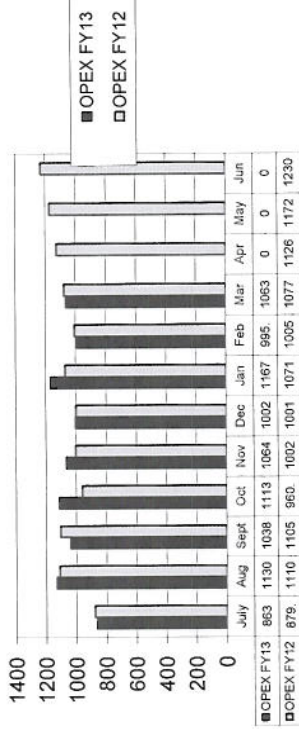
Fixed Route Revenue Hours Thousands



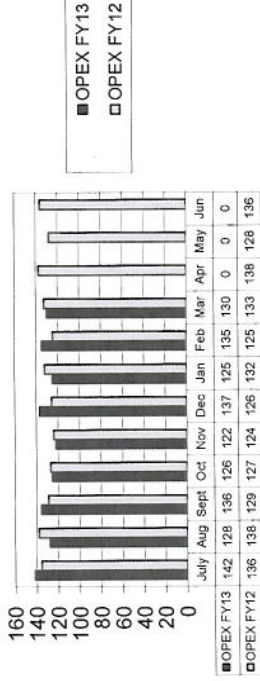
Fixed Route Revenue Miles Thousands



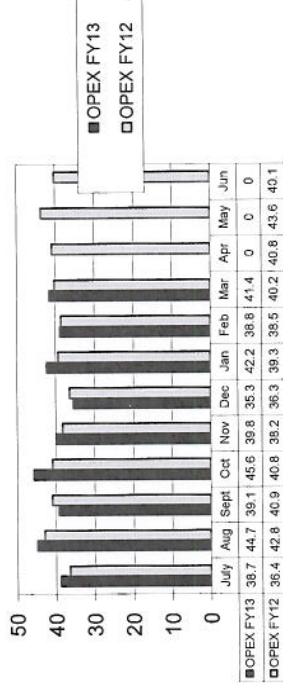
Demand Response Operating Expense Thousands



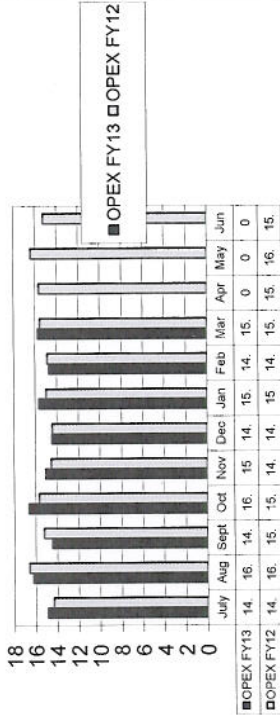
Demand Response Passenger Revenue Thousands



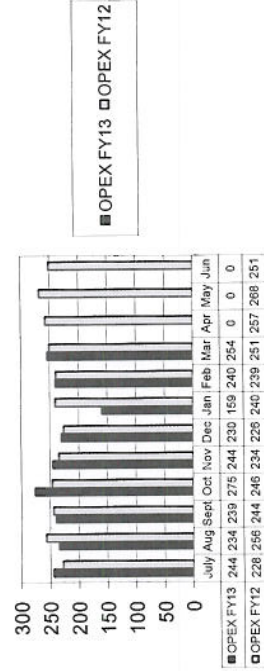
Demand Response Ridership Thousands



Demand Response Revenue Hours Thousands



Demand Response Revenue Miles Thousands





Statement of Operations Fiscal Year: 2013

CURRENT MONTH: March 2013				YEAR-TO-DATE: March 2013			
<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>
<u>Operating Revenues</u>							
1,339,043	1,249,407	89,637	107%	10,916,766	11,244,659	(327,892)	97%
29,649	27,477	2,172	108%	254,326	247,295	7,031	103%
376,689	376,689	0	100%	3,390,205	3,390,205	0	100%
26,093	54,167	(28,074)	48%	410,438	487,500	(77,062)	84%
(131,688)	2,667	(134,355)	0%	(144,621)	24,000	(168,621)	-603%
2,825,125	2,825,125	1	100%	25,426,119	25,426,121	(2)	100%
68,909	68,909	(0)	100%	620,184	620,185	(1)	100%
62,500	62,500	0	100%	1,233,529	562,500	671,029	219%
1,081,993	1,105,785	(23,792)	98%	9,915,373	9,952,067	(36,694)	100%
5,678,313	5,772,726	(94,413)	98%	52,022,318	51,954,530	67,788	100%
<u>Operating Expenses</u>							
2,233,295	2,111,501	(121,794)	106%	19,115,744	19,003,510	(112,235)	101%
1,140,030	1,356,770	216,740	84%	11,045,485	12,210,929	1,165,444	90%
256,453	265,797	9,344	96%	1,643,422	2,392,172	748,749	69%
764,387	801,356	36,969	95%	6,156,021	7,212,207	1,056,186	85%
242,040	235,912	(6,129)	103%	1,831,043	2,123,204	292,162	86%
402,913	208,173	(194,740)	194%	3,670,741	1,873,559	(1,797,183)	196%
104	5,000	4,896	2%	47,102	45,000	(2,102)	105%
765,404	741,348	(24,056)	103%	6,809,050	6,672,135	(136,915)	102%
14,169	78,313	64,143	18%	561,022	704,813	143,791	80%
(237,409)	(76,080)	161,329	312%	(1,058,154)	(684,719)	373,435	155%
37,235	41,477	4,243	90%	324,852	373,297	48,445	87%
5,618,622	5,769,567	150,945	97%	50,146,328	51,926,105	1,779,777	97%
59,691	3,158	56,533		1,875,990	28,425	1,847,565	
3,373,325	3,468,271	94,946	97%	30,161,229	31,214,439	1,053,210	97%
459,053	492,795	33,742	93%	5,376,606	4,435,153	(941,453)	121%
<u>Net Gain (Net Loss)</u>							
<u>Sal & Ben</u>							
<u>Other</u>							

DATE: May 1, 2013

TO: Board Chair Dick Riddell & Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, 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 March 2013. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

MV:MS

OMNITRANS
Treasurer's Report
Month ending March 2013

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Interest Yield	Ending Balance
-------------------------------	-------------	------------------	----------	---------------	----------------	----------------

Cash and Investments Under the Direction of the Treasurer

Local Agency Investment Fund		\$ 18,414,745.34		\$ (600,000.00)	0.29%	
				\$ (1,800,000.00)	0.28%	
			\$ 2,650,000.00		0.29%	
				\$ (1,400,000.00)	0.28%	
				\$ (1,200,000.00)	0.28%	
					0.27%	
Net LAIF Funds		\$ 21,064,745.34		\$ (5,000,000.00)		\$ 16,064,745.34
Fair Marketing Value				\$ 16,064,745.34		\$ 16,064,745.34
Fair Value Factor					1.001127231	\$ 16,082,854.02
Union Bank Money Market GMRA	Interest	\$ 3,745,262.88			0.05%	
			\$ 141.52			
				\$ (353,080.21)		
			\$ 3,745,404.40	\$ (353,080.21)		
				\$ 3,392,324.19		
				\$ 3,392,324.19		\$ 3,392,324.19
Citybank Morgan Stanley Futures Account		\$ 247,251.21				
	Gain/Loss for month		\$67,187.50			
			\$ 314,438.71	\$ -		
				\$ 314,438.71		\$ 314,438.71
		\$ 906,933.30				
	Passenger	\$ 1,447,022.99				
	Grants' Revenue	\$ 10,946,660.12				
	Miscellaneous Revenue	\$ 263,583.35				
	Transfers From (To) LAIF	\$ 5,000,000.00		\$ (2,650,000.00)		
	Transfers From (To) Money Market	\$ 353,080.21				
	Transfers From (To) Morgan Stanley Futures Account					
	Accounts Payable			\$ (12,027,617.77)		
	Payroll and Payroll Taxes			\$ (2,155,035.41)		
	Employee Benefits			\$ (373,362.04)		
	Bank Service Charge			\$ (1,455.78)		
Net Union Bank Operating Funds		\$ 18,917,279.97		\$ (17,207,471.00)		\$ 1,709,808.97
				\$ 1,709,808.97		\$ 1,709,808.97
Petty Cash		\$ 3,400.00		\$ 3,400.00		\$ 3,400.00

Cash and Investments Under the Direction of Fiscal Agents

Wachovia Bank N.A.	\$ 75,000.00					
Workmens' Comp. Adjuster						
York Insurance Services						\$ 75,000.00
Total Cash & Investments					\$	21,577,825.99

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

Prepared by: _____

Mae Sung, Accounting Manager

Approved by: _____

Milo Victoria, CEO/General Manager, Treasurer

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

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

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


Master Control Account is the controlling account for all the zero balance accounts with

Union including: Accounts Payable Account (General Account) and Payroll Account.

Interest earned by the Master Control account is used as a partial offset to the monthly bank service charges.

DATE: May 1, 2013

TO: Board Chair Dick Riddell & Members of the Omnitrans Board of Directors

FROM: Milo Victoria, CEO/General Manager 

SUBJECT: PAYROLLS AND WARRANTS FOR MARCH 2013

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

Payroll Period	Amount	Register #
02/20/13-03/05/13	\$320,822.73	05
03/06/13-03/19/13	\$321,901.38	06

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

Payroll Period	Amount	Register #
02/11/13-02/24/13	\$857,387.93	05
02/25/13-03/10/13	\$847,085.95	06

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

Register Date	Amount	Register #
03/07/2013	\$6,486,629.84	608-609
03/14/2013	\$3,406,658.10	610
03/21/2013	\$1,637,343.95	611
03/28/2013	\$496,985.88	612

I, Milo Victoria, 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.

MV: ms

ITEM # E4

DATE: May 1, 2013

TO: Board Chair Dick Riddell & Members of the Omnitrans Board of Directors

FROM: Milo Victoria, CEO/General Manager

**SUBJECT: CLAIMS FILED AGAINST OMNITRANS FOR APRIL 2013 –
INFORMATION ITEM ONLY**

CLAIMANT	DATE OF LOSS	CLAIM NUMBER
Barre, Ronald	02/21/13	CLPA10912A1
Black, Shelvere	01/28/13	CLPA10913A1
Estrada, Natividad	03/11/13	CLPA10917A2
Gregory, Katie	12/19/12	CLPA10918A2
Londer, Sarah	02/12/13	CLPA10921A2
Martinez, Ronnie	12/07/12	CLPA10904A1
O’Veal, Shirley	01/06/13	CLPA10923A2
PHH/Centimark Corp.	11/23/12	CLPA10850A2
Sedlick, Joseph	02/12/13	CLPA10921A2

<u>Summary of Accidents</u>	<u>No. of Claimants</u>
sbX Claim	1
Injury Inside Coach	3
Coach/Vehicle Accident	5

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

ITEM # E5

DATE: May 1, 2013

TO: Board Chair Dick Riddell & Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Milind Joshi, sbX Program Manager

**SUBJECT: CONSTRUCTION PROGRESS REPORT NO. 15 THROUGH MARCH 20,
2013 - sbX E STREET CORRIDOR BRT PROJECT**

FORM MOTION

Receive and file Construction Progress Report No. 15 for the sbX E Street Corridor BRT Project through March 20, 2013.

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

BACKGROUND

This is Construction Progress Report No. 15 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file the Construction Progress Report No. 15 for the sbX E Street Corridor BRT Project through March 20, 2013.

MV:MJ

Attachment



sbX E Street Corridor Bus Rapid Transit (BRT) Project

Construction Progress Report No. 15

As of March 20, 2013

Submitted By:

JACOBS

Contractor:	Griffith/Comet
Contractor Contract No.:	IPMO11-5
Project Manager:	Roger Hatton, P.E.
Resident Engineer	Karim Varshochi, P.E. (Corridor)
Omnitrans Construction Manager:	Bart Hayashi, P.E.



TABLE OF CONTENTS

- I. Project Status Summary
 - A. Project Description – sbX Corridor
 - 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
 - A. Summary of Project Schedule - sbX Corridor
 - B. Summary of Project Schedule – Vehicle Maintenance Facility (VMF)
- III. RFIs, Submittals, and Non-Conformance Reports
 - A. sbX Corridor
 - B. Vehicle Maintenance Facility (VMF)
- IV. Safety
- V. Project Budget and Cost
- VI. Change Orders and Claims
 - A. VMF Change Orders
 - 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 curbside 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 February and March, weekly meetings with the City of San Bernardino, monthly communication meeting, and various outreach programs providing advance notification of the construction schedule, resolving minor issues, and providing safety awareness to the public continued.

To date, 80% of the construction for the center running lane on E Street from 10th Street to Hospitality Lane has been completed, with 50% of the adjacent civil work (asphalt) complete. The concrete civil work for sidewalks, driveways etc. is also 80% complete in the same area.

Currently, construction of the foundations for the platform equipment modules are taking place corridor wide, as well as, removal of the temporary wiring and the installation of the permanent wiring for the traffic signals.

Construction is proceeding in Loma Linda with traffic signal modifications taking place.

Sidewalk, curb and gutter work, and other minor civil roadwork is approximately 90% complete at the following stations: Little Mountain (north and south bound), Shandin Hills (north and south bound), Highland (north bound), and Baseline (south bound).

Work has commenced on the pavers for the University station platform, with 50% of the landscaping and 90% of the civil work being complete. Remaining work includes lighting, signage striping, and the canopy.

Overall work has progressed at 18 stations.

C. April Work – sbX Corridor

In April, the contractor will continue with fine grading work at the University station location; concrete and asphalt improvement work on the south side of Hospitality Lane, as well as, continuing with traffic signal construction.

E Street activities will include the continuation of abandoning existing fire hydrants; and continued curb and gutter work. Work in the center running stations will include placing forms, rebar, and pouring for the planter walls at the Rialto and North Mall Way stations. On Hospitality Lane, the contractor will place forms and rebar for the center platform at Tippecanoe Avenue.

Work is also continuing in Loma Linda with construction of the CMU wall at the Anderson/Redlands Park-And-Ride location; placing forms and rebar as well as setting imbeds for the low wall at the Anderson/Prospect station (east); Erecting structural steel at the Benton/Barton station.

D. Concerns – sbX Corridor

Project progress has been slower than anticipated due to several issues.

The construction team is experiencing utility conflicts on the south side of Hospitality Lane and expects similar situations on the east side of E Street between 5th Street and 2nd Street.

The construction team is facing underground construction and design issues on the south side of Hospitality Lane utility relocation and permit availability continue to pose concerns.

E. Project Description – Vehicle Maintenance Facility (VMF)

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

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

In February and March the contractor completed with mobilization to the field; established the K-rail work areas; and continued the acquiring of necessary permits.

Sand blasting and temporary striping for the bus parking lot also took place (from herringbone to stacked spaces) and the installation of temporary electrical conduit.

G. April Work – Vehicle Maintenance Facility (VMF)

In April, the contractor will continue the demolition of concrete pavement, trenching and installation for the underground electrical for the lighting in the bus parking lot, and construction of the temporary fuel island.

H. Concerns – Vehicle Maintenance Facility (VMF)

Project is experiencing some schedule delay due to numerous design ambiguities, and other contract issues, as well as, the contractor being behind on submittals for critical path items.

II. PROJECT SCHEDULE

A. Summary of Project Schedule – sbX Corridor

The sbX CM team is targeting to complete construction in December 2013 in order for Revenue Operations to begin by April 2014 per the Project Construction Grant Agreement (PCGA).

The January update was submitted the second week in March and returned to contractor “revise and resubmit” due to October through December comments not being incorporated.

All comments to be incorporated in the February/March update and to be submitted by mid-April.

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

The Preliminary 90-day schedule was submitted by contractor and returned “revise and resubmit”. It was then incorporated into the Baseline schedule which was submitted mid-March. Comments were issued and the contractor is to revise and resubmit.

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 – 770
Total Open – 50

Total Submittals – 623
Total Open – 29

Total NCRs - 15
Total Open - 1

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 – 64
Total Open – 10

Total Submittals – 141
Total Open – 10

Total NCRs – 0
Total Open – 0

IV. SAFETY

SbX Corridor - As of March 20, 2013 there are 180,746 “no-lost time” hours.

V. PROJECT BUDGET AND COST**TOTAL PROGRAM BUDGET**

BUDGET AS OF FEBRUARY 2013

APPROVED BUDGET	\$191,706,000
COST TO DATE	\$85,531,025
ESTIMATE TO COMPLETE	\$101,252,381
ESTIMATE AT COMPLETION	\$186,783,406

SBX CORRIDOR PROJECT COSTS

BASED ON INVOICES PAID BY OMNITRANS AS OF FEBRUARY 2013

	CURRENT AUTHORIZED	CURRENT INVOICES PAID	REMAINING CONTRACT BALANCE
Jacobs	\$5,716,965	\$4,131,252	\$1,585,713
Parsons	\$17,949,141	\$16,389,749	\$1,559,392
Griffith/Comet	\$75,889,950	\$31,186,127	\$44,703,823
TOTAL	\$99,556,056	\$51,707,128	\$47,848,928

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 20 March 2013	476	
CCO Time Extension to Date	0	
Required Completion Date as of 20 March 2013	254	12/21/13
Forecasted Completion Date as of 20 March 2013		TBD*
Percent Time Elapsed	65%	

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

SBX CORRIDOR CONTRACTOR COST – FEBRUARY PAYMENT REQUEST

	Project Cost
Original Contract Amount	\$65,007,603
Total Authorization to Date as of February 2013	\$75,889,950
CCOs Approved as of March 20, 2013	\$10,882,347
Amount Earned as of month ending February 2013	\$35,478,844
Retention Held as of month ending February 2013	\$3,547,884
Percent Complete (% paid) as of month ending February 2013	47%

DBE

DBE Contract Amount as of month ending December 2012	\$6,596,962.97
DBE Paid to Date as of month ending December 2012	\$2,127,515.19
DBE Contract Goal	9.15%
DBE Percentage of Total Earned to Date as of month ending December 2012	2.8%

VMF CONTRACT TIME

Activity	Days	Date
Notice to Proceed		12/10/2012
Calendar Days per Original Contract	425	
Original Completion Date		02/10/2014
Calendar Days Completed as of 20 March 2013	92	
CCO Time Extension to Date	0	
Required Completion Date as of 20 March 2013	333	02/10/2014
Forecasted Completion Date as of 20 March 2013		TBD*
Percent Time Elapsed	24%	

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

VMF CONTRACTOR COST – FEBRUARY PAYMENT REQUEST

	Project Cost
Original Contract Amount	\$10,672,049
Total Authorization to Date as of February 2013	\$10,672,049
CCOs Approved as of March 20, 2013	\$0
Amount Earned as of month ending February 2013	\$450,348
Retention Held as of month ending February 2013	\$22,517
Percent Complete (% paid) as of month ending February 2013	4.24%

VI. CHANGE ORDERS**VMF CONTRACT CHANGE ORDERS**
As of March 20, 2013

CCO#	Approved Change Orders	COR#	Type	Amount Approved
1	Increase size of agency's field office to be provided by Contractor	1	No Cost CO	\$0.00
TOTAL				\$0.00

VMF POTENTIAL CHANGE ORDERS/CHANGE ORDER REQUESTS
As of March 20, 2013

COR #	Potential Change Order Description	Amount*
2	Revisions to Contract Drawings dated 1/14/13 (G-003, SC-102, E-101, EC-105, ED-101)	\$100,000.00
3	Revisions to the layout and locations of Temporary Fuel Island, Trash Compactor and Parking Lot Lighting	\$30,000.00
4	Monthly Field Office Utility Costs (Water & Electricity Only)	\$0.00
5	Kristar Filter Media for the Storm Water Drainage System	\$6,000.00
6	Furnish and Install SWPP BMPs at Existing Drainage Inlets	\$5,000.00
7	Optional 5 HP Compactors	\$0.00
8	Contractor's Weekly Overhead Expenses (Gen Prov. - G)	\$0.00
9	Carlin contract documents (exhaust fans, paint booth, CNG schematics) left out of the conformed set of drawings	\$50,000.00
10	Defects, inconsistencies and contradictions within the technical specifications	\$500,000.00
2A	Fiber Optic Connection to Temporary Fuel Island	\$30,000.00
3A	Framing of Temporary Fuel Island Platform due to Revisions to AD-101 Not Included in Bid Documents	\$14,000.00
3B	Re-Survey for Revised Bus Parking Lot Lighting and Striping Layout and Revised Trash Compactor Location	\$2,500.00
TOTAL		\$737,500

*** Currently pricing is estimated based on Rough Order of Magnitude pending designer plans or final submittal of pricing by USS Calbuilders.**

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 CONTRACT CHANGE ORDERS
As of March 20, 2013

CCO#	Approved Change Orders	Amount Approved
Amend 1	Amendment 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

CCO#	Approved Change Orders	Amount Approved
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
30	Modifications 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

CCO#	Approved Change Orders	Amount Approved
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
TOTAL:		\$10,882,347.27

SBX POTENTIAL CHANGE ORDERS/CHANGE ORDER REQUESTS
Costs as of March 20, 2013

COR #	Potential Change Order Description	Amount*
2	Drainage revisions at E Street & Marshall	\$203,000
9	Caltrans Kendall & Palm Encroachment Permit	\$50,000
21	Revised Plans for Intersection of University and Kendall, Prospect Station, and Benton Station	\$12,000
26	Redesign of Median Fountain Area at Court Station	\$15,000
27	Kendall at Palm Traffic Signal Revision	(\$36,908)
28	Kendall at Palm Local Bus Stations - Part 2 - Electrical, landscape, signing & striping	\$40,000
29	Gage Canal Changes	\$120,000
30	Bus #2 Stop Revisions - Move bus stops outward to avoid impacts to thru traffic	\$120,000
36	Flow Line Modifications to Kendall at Little Mountain, Kendall at Shandin, E Street at Highland, E Street at Baseline and CSUSB Stations	\$48,000
41	Change sbX Traffic Signal Heads from PV to LRT	\$5,000
43	Increase In Project Bid Quantities Package 1	\$6,000,000
47	Replace Driveway Approach at Parcel B251 - SW Corner E Street & Chandler Place STA 632	\$20,000
57	Extended Steel Plate Rentals	\$29,414
58B	Tree Relocations and Substitutions along E Street and North Side of Hospitality	\$38,944
63	Irrigation revisions due to meter size revisions at sbX stations	\$40,000
70	Additional Survey Monuments	\$122,659
76	Slope to Support Sidewalk on West Side of E Street at Hospitality Lane (STA 672+69 to 676+00)	\$108,324
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.	\$20,000

COR #	Potential Change Order Description	Amount*
79	Remove Center Median along Hospitality from Carnegie West to Tippecanoe to Expedite Construction	\$280,000
83	Solar Panel	(\$407,035)
99	Landscape and Irrigation Revisions - North Side of Hospitality from Carnegie West to Carnegie East	\$120,000
102	Landscape and Irrigation Modifications Hospitality STA 695+00 to 704+00	\$15,000
105	World Oil Gas Station Revisions	\$50,000
106	Revised Pedestrian Access North Side of Hospitality STA 620+00 and 621+00.	\$40,000
107	Tree Plan Modifications along Hospitality Lane	\$75,000
108A	Station Flowline Revisions to Rialto	\$50,000
108B	Station Flowline Revisions to North Mall	\$50,000
108C	Station Flowline Revisions to Court	\$50,000
108D	Station Flowline Revisions to Carnegie	\$50,000
108E	Station Flowline Revisions to Tippecanoe	\$50,000
108F	Station Flowline Revisions to Hunts Lane	\$50,000
110A	Landscape and Irrigation Modifications On South Side of Hospitality from Costco to E Street (Civil Work Only)	\$120,000
110B	Landscape and Irrigation Modifications On South Side of Hospitality from Costco to E Street	
111	Revisions to Loma Linda Park-N-Ride Civil Scope	\$29,981
113	Revisions to Loma Linda Park-N-Ride Landscape and Irrigation	\$40,000
118	Additional Traffic Signal controller on E St and Rialto	\$10,000
119	Repair damaged block wall at Kendall/Marshall Park & Ride	\$20,000
120	Water valves in conflict with the curb and gutter line on Hospitality from Hunts Lane to Waterman Ave. on the south side.	\$52,450
121	Low rail at back of station adjacent to the V-ditch at Kendall Palm Station	\$15,000
123	Buy America	\$10,000
124	Plan revisions for Elimination of Palm Trees at the Sturgeon Building	\$5,000
125	Theft Along the Corridor – Comet	\$18,864
126	Delete restoration of turf on E and North Mall way	(\$10,014)
127	Conflict with Edison and Verizon; Storm Drain Redesign on Hospitality and Tippecanoe	\$29,982

COR #	Potential Change Order Description	Amount*
128	Temporary Fence around Concrete Dump Site at Rialto & E Street	\$20,000
129	Benton and Barton - Required Conduit Not on Plans	\$10,000
130	TS pole relocated at Hospitality and Waterman	\$20,000
131	Station CNS Fiber Optic to Replace T1	(7,611)
TOTAL		\$7,812,050

COR #	Pending Change Orders	Amount*
15	Modified Electrical Plans for Stations at Baseline	\$227,133
52	Gas Station at NW Corner of E Street & Orange Show Road (Auto Center Drive)	\$71,728
58A	Tree Relocations and Substitutions along E Street and North Side of Hospitality	\$9,056
68	Demolition of Home on Southeast Corner of Hospitality and Tippecanoe	\$103,241
75	Sewer Line Replacement at 10th and E Street	\$75,341
90	Add Pedestrian Push Buttons along Corridor at Missing Locations	\$20,627
92	Remove Shrubs along Corridor	\$2,957
93	Repair Sewer Line along E Street from 11th to 4th Street - Sewer Point Repairs	\$623,164
96	New Service Cabinet at Hospitality and Tippecanoe.	\$2,912
101	Increase to Artists' Budget	\$39,892
103	Pylon Sign Design Changes	\$65,107
115	Banner Pole Foundations	\$10,147
TOTAL		\$1,251,305.52

*** 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.

VII. Project Photographs

SBX CORRIDOR PROGRESS PHOTOS



1. Recessed platform light installation.



2. Unforeseen manmade object with electrical trench.



3. E Street at 4thStreet - Geothermal formwork vault



4. Highland Station West – Station Foundation



5. Center Running Lane - Paving operation Orange Show Rd to Hospitality Lane



6. Marshall Station (Northwest Corner) - Roadway culvert.

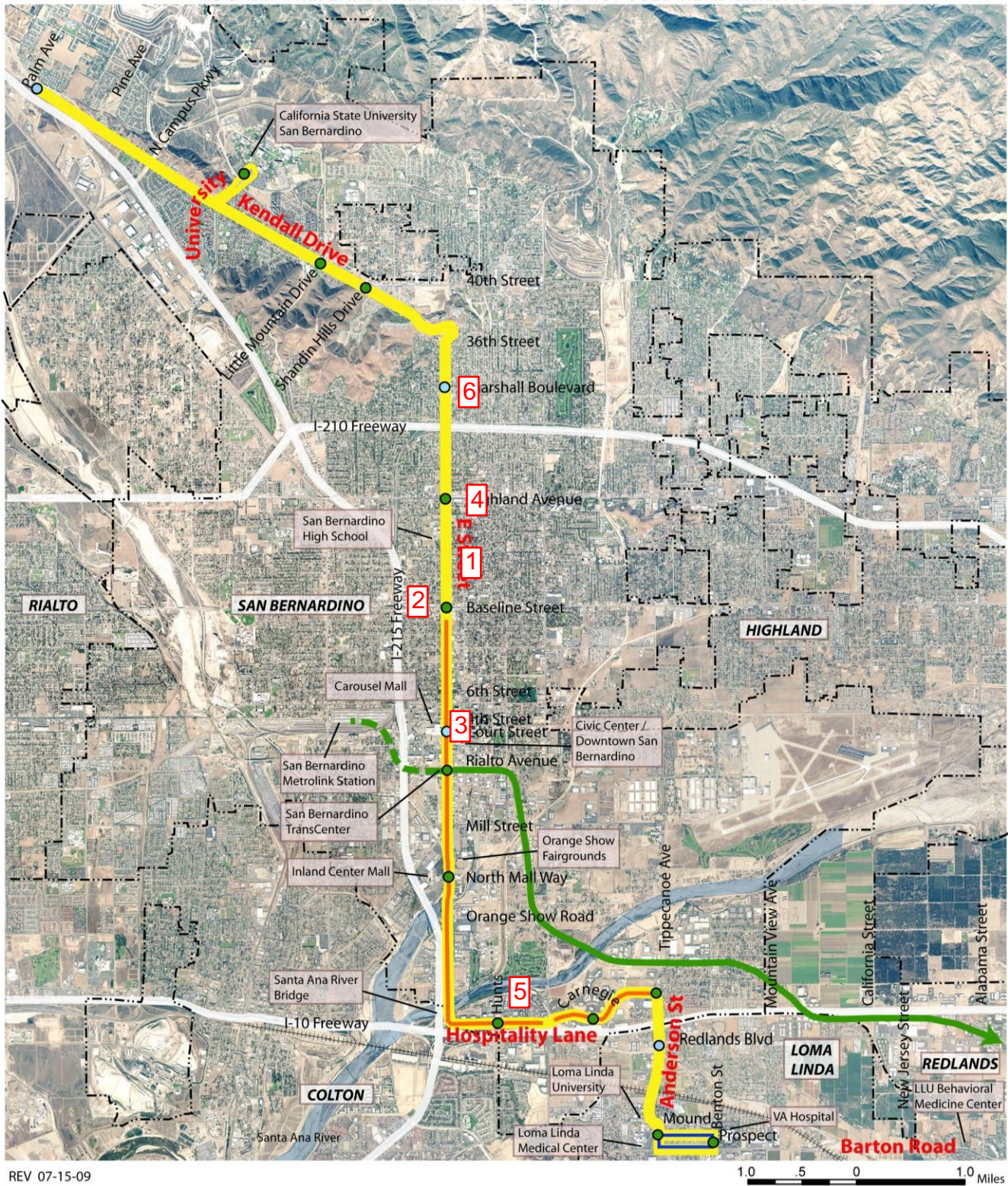
VMF PROGRESS PHOTOS

1. Sand blasting of existing parking lot striping.



2. Frame work for the temporary fuel island platform.

LOCALLY PREFERRED ALTERNATIVE WITH PROPOSED REFINEMENTS



- Proposed sbX Alignment (Refined LPA)
- Preliminary Locations of Exclusive Center Lanes
- Potential sbX Stations
- Potential sbX Stations with Park-and-Ride
- City Boundaries
- Proposed Redlands Rail/MetroLink Extension Turnaround

IPMO/sbX Project Cost Report
Period Ended 2/28/13

Description	Current Budget	Expenditures \$	%	Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast Variance
BRT Construction	84,637,000	31,294,127	37.0%	53,342,873	57,283,746	88,577,873	(3,940,873)
Vehicle Maintenance Facility (VMF) Construction	8,131,000	-		8,131,000	12,873,549	12,873,549	(4,742,549)
Vehicles - Design & Manufacturing	16,628,000	7,437,385	44.7%	9,190,615	8,393,160	15,830,545	797,455
ROW Acquisition Services	10,357,000	9,501,764	91.7%	855,236	2,236,636	11,738,400	(1,381,400)
3rd Party Utilities Design & Relocation	1,003,000	745,446	74.3%	257,554	360,671	1,106,117	(103,117)
BRT Design	17,849,400	16,389,749	91.8%	1,459,651	1,708,127	18,097,876	(248,476)
VMF Design	1,007,600	789,395	78.3%	218,205	564,434	1,353,829	(346,229)
Other Professional, Technical & Management Services	34,020,000	19,373,160	56.9%	14,646,840	17,832,057	37,205,217	(3,185,217)
SUB-TOTAL	173,633,000	85,531,026		88,101,974	101,252,380	186,783,406	(13,150,406)
Unallocated Contingency	18,073,000	-		18,073,000			18,073,000
TOTAL	191,706,000	85,531,026	44.6%	106,174,974	101,252,380	186,783,406	4,922,594

**IPMO/sbX Project
Through 2/28/13**

Standard Cost Category (SCC)	Description	Approved Current Budget	Expenditures \$ %	Remaining Budget	Estimate to Complete	Estimate at Completion	Budget Forecast Variance
10	GUIDEWAY & TRACK ELEMENTS	19,725,000	5,713,576 29.0%	\$ 14,011,424	\$ 9,227,042	\$ 14,940,618	\$ 4,784,382
10.02	Guideway: At-grade semi-exclusive (allows cross-traffic)	\$ 18,353,000	4,743,116 25.8%	\$ 13,609,884	\$ 8,003,364	\$ 12,746,480	\$ 5,606,520
10.03	Guideway: At-grade in mixed traffic	\$ 1,372,000	970,460 70.7%	\$ 401,540	\$ 1,223,678	\$ 2,194,138	\$ (822,138)
20	STATIONS, STOPS, TERMINALS, INTERMODAL	14,917,000	3,761,253 25.2%	\$ 11,155,747	\$ 10,498,050	\$ 14,259,303	\$ 657,697
20.01	At-grade station, stop, shelter, mall, terminal, platform	14,917,000	3,761,253 25.2%	\$ 11,155,747	\$ 10,498,050	\$ 14,259,303	\$ -
30	SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	\$ 8,131,000	- 0.0%	\$ 8,131,000	\$ 12,873,549	\$ 12,873,549	\$ (4,742,549)
30.02	Light Maintenance Facility	\$ 4,265,000	- 0.0%	\$ 4,265,000	\$ 10,002,748	\$ 10,002,748	\$ (5,737,748)
30.05	Yard and Yard Track	\$ 3,866,000	- 0.0%	\$ 3,866,000	\$ 2,870,801	\$ 2,870,801	\$ 995,199
40	SITEWORK & SPECIAL CONDITIONS	34,271,000	14,487,963 42.3%	\$ 19,783,037	\$ 13,011,506	\$ 27,499,469	\$ 6,771,531
40.01	Demolition, Clearing, Earthwork	\$ 4,741,000	281,559 5.9%	\$ 4,459,441	\$ 174,000	\$ 455,559	\$ 4,285,441
40.02	Site Utilities, Utility Relocation	\$ 4,993,000	5,160,348 103.4%	\$ (167,348)	\$ 4,776,220	\$ 9,936,568	\$ (4,943,568)
40.05	Site structures including retaining walls, sound walls	\$ 90,000	- 0.0%	\$ 90,000	\$ 72,224	\$ 72,224	\$ 17,776
40.06	Pedestrian / bike access and accommodation, landscaping	\$ 6,925,000	1,156,717 16.7%	\$ 5,768,283	\$ 2,703,304	\$ 3,860,021	\$ 3,064,979
40.07	Automobile, bus, van accessways including roads, parking lots	\$ 3,601,000	2,486,234 69.0%	\$ 1,114,766	\$ 1,761,115	\$ 4,247,349	\$ (646,349)
40.08	Temporary Facilities and other indirect costs during construction	\$ 13,921,000	5,403,105 38.8%	\$ 8,517,895	\$ 3,524,643	\$ 8,927,748	\$ 4,993,252
50	SYSTEMS	\$ 16,727,000	8,076,782 48.3%	\$ 8,650,218	\$ 12,287,895	\$ 20,364,677	\$ (3,637,677)
50.02	Traffic signals and crossing protection	\$ 10,810,000	3,827,530 35.4%	\$ 6,982,470	\$ 2,643,147	\$ 6,470,677	\$ 4,339,323
50.05	Communications	\$ 4,210,000	2,065,616 49.1%	\$ 2,144,384	\$ 6,228,384	\$ 8,294,000	\$ (4,084,000)
50.06	Fare collection system and equipment	\$ 1,707,000	2,183,636 127.9%	\$ (476,636)	\$ 3,416,364	\$ 5,600,000	\$ (3,893,000)
	Pending Change Orders				\$ 1,251,306	\$ 1,251,306	\$ (1,251,306)
	Risk				\$ 11,368,618	\$ 11,368,618	\$ (11,368,618)
	Construction Subtotal (10-50)	93,771,000	32,039,574 34.2%	\$ 61,731,426	\$ 70,517,966	\$ 102,557,540	\$ (8,786,540)
60	ROW, LAND, EXISTING IMPROVEMENTS	\$ 6,532,000	\$ 5,095,159 78.0%	\$ 1,436,841	\$ 2,004,106	\$ 7,099,265	\$ (567,265)
60.01	Purchase or lease of real estate	\$ 6,327,000	5,086,065 80.4%	\$ 1,240,935	\$ 1,808,200	\$ 6,894,265	\$ (567,265)
60.02	Relocation of existing households and businesses	\$ 205,000	9,094 4.4%	\$ 195,906	\$ 195,906	\$ 205,000	\$ -
70	VEHICLES	\$ 16,628,000	\$ 7,437,385 44.7%	\$ 9,190,615	\$ 8,393,160	\$ 15,830,545	\$ 797,455
70.04	Bus	\$ 15,448,000	7,437,385 48.1%	\$ 8,010,615	\$ 7,486,112	\$ 14,923,497	\$ 524,503
70.06	Non-revenue vehicles	\$ 250,000	- 0.0%	\$ 250,000	\$ -	\$ -	\$ 250,000
70.07	Spare parts	\$ 930,000	- 0.0%	\$ 930,000	\$ 907,048	\$ 907,048	\$ 22,952
80	PROFESSIONAL SERVICES	56,702,000	40,958,908 72.2%	\$ 15,743,092	\$ 20,337,148	\$ 61,296,056	\$ (4,594,056)
80.01	Preliminary Engineering	\$ 12,921,000	12,876,525 99.7%	\$ 44,475	\$ 17,502	\$ 12,894,027	\$ 26,973
80.02	Final Design	\$ 7,261,000	6,074,486 83.7%	\$ 1,186,514	\$ 1,972,327	\$ 8,046,813	\$ (785,813)
80.03	Project Management for Design and Construction	\$ 15,997,000	7,514,540 47.0%	\$ 8,482,460	\$ 7,208,160	\$ 14,722,700	\$ 1,274,300
80.04	Construction Administration & Management	\$ 6,632,000	4,131,252 62.3%	\$ 2,500,748	\$ 7,585,714	\$ 11,716,966	\$ (5,084,966)
80.05	Professional Liability and other Non-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, cities, etc.	\$ 10,596,000	10,362,105 97.8%	\$ 233,895	\$ 1,868,445	\$ 12,230,550	\$ (1,634,550)
80.07	Surveys, Testing, Investigation, Inspection	\$ 1,463,000	- 0.0%	\$ 1,463,000	\$ 464,000	\$ 464,000	\$ 999,000
80.08	Start up	\$ 720,000	- 0.0%	\$ 720,000	\$ 721,000	\$ 721,000	\$ (1,000)
	Subtotal (10-80)	\$ 173,633,000	\$ 85,531,026 49.3%	\$ 88,101,974	\$ 101,252,380	\$ 186,783,406	\$ (13,150,406)
90	UNALLOCATED CONTINGENCY	18,073,000	- 0.0%	\$ 18,073,000	\$ -	\$ -	\$ 18,073,000
	Subtotal (10-90)	191,706,000	85,531,026 44.6%	\$ 106,174,974	\$ 101,252,380	\$ 186,783,406	\$ 4,922,594
100	FINANCE CHARGES	-	-	\$ -	\$ -	\$ -	\$ -
	TOTAL PROJECT COST (10-100)	191,706,000	85,531,026 44.6%	\$ 106,174,974	\$ 101,252,380	\$ 186,783,406	\$ 4,922,594

ITEM # E6

DATE: May 1, 2013

TO: Board Chair Dick Riddell & Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Milind Joshi, sbX Program Manager

**SUBJECT: sbX E STREET CORRIDOR BRT PROJECT QUARTERLY REPORT –
MARCH 2013**

FORM MOTION

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

BACKGROUND

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

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

CONCLUSION

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

MV:MJ

Attachment

sbX Project Quarterly Update – May 2013

For Period: January 2013 to March 2013

Safety:

As of March 20, 2013 the construction team has performed over 180,000 labor-hours of work without any Loss Time Injuries.

Budget:

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

Approved Budget:	\$191,706,000
Cost-To-Date (03-31-2013):	\$95,893,564
Estimate-At-Completion:	~\$186,900,000

Budgeted Contingency:	\$44,960,518
Used Contingency:	\$17,861,236
Available Contingency:	\$27,099,282

Schedule:

Corridor Construction:	Estimated completion in January 2014
VMF Construction:	Estimated completion in February 2014
60-Foot Articulated Buses:	Receive all 14 buses by end of April 2013
Revenue Operations Start:	On or before April 30, 2014

Construction:

Corridor construction activities during the first quarter (Jan-Mar 2013) include street widening, Park-and-Ride facilities, sbX stations, and electrical work in the City of San Bernardino and in the City of Loma Linda. The construction team continues to encounter challenges such as unforeseen conditions, design deficiencies, and delays in utility relocations.

VMF construction activities have begun in January 2013.

Vehicle Maintenance Facility (VMF):

The VMF construction has started. The anticipated completion date, including construction and commissioning, is February 2014.

60-Foot Articulated Buses:

Omnitrans has received ten of the fourteen 60-foot articulated buses ordered. Other vehicles are in the production phase at the New Flyer facility. Omnitrans staff is overseeing the fabrication for inspection purposes.

ITEM # E7

DATE: May 1, 2013

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

FROM: Milo Victoria, CEO/General Manager

SUBJECT: KEY PERFORMANCE INDICATORS – FY 2013 3rd QUARTER REPORT

FORM MOTION

Receive and file the Key Performance Indicators (KPIs) 3rd 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 results of the third quarter of Fiscal Year 2013 (July 2012 – March 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 of this reporting period include:

Cost Effectiveness (KPI #1)

Cost per Hour for Fixed Route and Access – Year-to-date results for both are below the goal and favorable variances are expected to continue through the end of the fiscal year.

Service Performance (KPI #2)

Ridership – Growth – Although ridership gains through the first five months of the fiscal year kept pace with projections, December through March ridership was lower than the prior year. YTD ridership is up among students (+4.2%) and senior/disability (+7.2%) categories, but down in the full fare category (-0.5).

Complaints – Per 100,000 boardings/Compliments – Fixed Route – Complaints are slightly higher than the goal and compliments exceed the goal.

Complaints Per 100,000 boardings/Compliments – Demand Response – Demand response (Access, Omnalink) complaints have been higher than goal, but trending down in recent months. Compliments exceed the goal.

Reliability (KPI #3)

Mechanical/Mean Distance Between Failures (MDBF) – Met or exceeded goal of 6,500 in the months of November and December, but year-to-date is below the goal.

Budget (KPI #4)

Budget variance through March 2013 is at -2.80% and is within the established variance goal of 0% - -5% overall.

Safety & Security (KPI #5)

Injuries – Employee – Year-to-date through March 2013, 62 injuries have been reported. Based on current trend, it is expected that we will achieve the annual reduction goal of 3-5% (84-86 injuries in Fiscal Year 2012)

Losses/Claims – Passengers (FY) – Passenger education messages are ongoing in bus book and on board.

Labor (KPI #6)

Training – On target to meet/exceed goal of 5,000 hours of training for non-represented employees and have exceeded the training goal for both the ATU Represented and the Teamsters Represented employees. Increased number of employees enrolled in academics.

Turnover – Trend of separations increased during third quarter with 22 separations (8 voluntary; 14 involuntary), bringing the total turnover rate 7.34% through the third quarter; therefore, it is anticipated that the established goal of <8% turnover for the year will not be met.

sbX E Street Corridor Project (KPI #7)

On schedule for project completion and within approved budget.

MV

Omnitrans
Performance Indicators
Fiscal Year 2013 - As of March, 2013

Key Performance Indicators		Goal	Strategy	March YTD	Lead
1	Cost Effectiveness				
	Cost per hour - Fixed Route	\$93.00	Efficient use of resources; All Directors to work with departments to ensure cost reductions/budget compliance with top performance	\$87.57	Robert Miller
	Cost per hour - Access	\$70.59	Efficient use of resources; Operations to work with Contractor to ensure budget compliance with top performance	\$68.44	Robert Miller
	Fare recovery ratio*	23%	Adhere to the operating budget- Build ridership on continuing service- post service adjustments	22.42%	Robert Miller Rohan Kuruppu Wendy Williams
2	Service Performance				
	Ridership - Growth	>2.4%	Develop Marketing initiatives to attract new and retain existing riders	0.63%	Wendy Williams
	Productivity - Passengers Per Hour - Fixed Route	23	Focus service on most productive service offerings; eliminate unproductive service offerings Consistently assess routes, schedules, headways, etc.	25.7	Rohan Kuruppu
	Productivity - Passengers Per Hour - Access	2.5	Monitor service delivery to find efficiencies, implement and expand on the trip repeater program	2.7	Rohan Kuruppu
	Complaints - Per 100,000 boardings Compliments- Fixed Route	10 complaints; 1 compliment	Monitor customer feedback to target improvement efforts Continuous customer service training for Operators; Timely follow up and correction on complaints	10.8/2.5	Wendy Williams Scott Graham
	Complaints - Per 100,000 boardings Compliments- Demand Response	15 complaints, .5 compliment	Monitor customer feedback to target contractor improvement efforts; Timely follow up and correction on complaints	25.7/0.8	Wendy Williams Scott Graham

Omnitrans
Performance Indicators
Fiscal Year 2013 - As of March, 2013

Key Performance Indicators		Goal	Strategy	March YTD	Lead
3	Reliability				
	Mechanical/MDBF (Mean Distance Between Failures)	6,500	Buses are well maintained, on schedule, fueled and cleaned; Operator training	5,955	Jack Dooley
	Loss of Service - Operations	<500 hours per month	Ensure full utilization of manpower options available in MOU to avoid loss of service. Implement improvement programs; Ensure operational procedures are implemented when excess of absences are experienced. Increase part-time recruitment.	160.6	Scott Graham
	Loss of Service - Maintenance	<35 hours per month	Continue using sources that support the preventive maintenance program, monitor conditions and adjust accordingly. Continue training programs that enhance skills of technicians in order to meet vehicle demands.	37.92	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	90%	Constant assessment of routes and schedules; Operator training follow up; consistent application of MOU; Standard is zero minutes early departure and up to five minutes early on arrivals	85.79%	Scott Graham Rohan Kuruppu
	On-time Performance- Demand Response	92% - 95% - per contract	Training Contractor Dispatchers to assess routes and schedules and be proactive; utilize software tools available for scheduling trips; Standard is zero minutes early and up to 30 minutes on pickup	88.34%	Scott Graham
	Preventable accidents	< 1 per 100,000 miles	Operator training and retraining as necessary; increased use of video surveillance, well maintained equipment and personal accountability	0.81	Scott Graham

Omnitrans
Performance Indicators
Fiscal Year 2013 - As of March, 2013

Key Performance Indicators		Goal	Strategy	March YTD	Lead
4	Budget				
	Development	6/30/2012	Budget is developed on time; presented, approved & executed as adopted	6/30/2012	Robert Miller
	Variance	0% to -5% overall	All variances, positive or negative are well documented and justified	-2.80%	Robert Miller
5	Safety & Security				
	Injuries - Employee (Fiscal Year)	Reduction of 3-5% OSHA Recordable (84-86 Annually)	Human Resources/Safety Coordination Monthly Meetings, Injury Prevention Module in ATCR, Ergonomic assessments, Operations Quarterly Safety Outreach Campaign	62	Marjorie Ewing Ray Lopez
	Losses/Claims - Passengers (FY)	80	Passenger education through bus books/on board signage; Operator training and follow up training as needed; ATAP Committee; Safety suggestions	75	Wendy Williams Scott Graham
6	Labor				
	Passenger Trips/Employee (Annual)	21,870	Ops - Formula Driven; Maintenance - Based on efficiency. Consistently assess and adjust number of personnel/Train and manage workforce.	18,792	Rohan Kuruppu William Tsuei
	Turnover	<8% exclusive of planned reductions	Continue with the Employer of Choice challenge and increase programs related to satisfaction and retention.	7.34%	Marjorie Ewing
	Operations Absenteeism - Represented	<101,200	Reduce charged absences by 10% compared to previous year. Develop management strategies to decrease FMLA usage and industrial injury claims.	77,272	Scott Graham
	Training - Development (Annual)	5,000 hours	Identify training opportunities for all levels of management; from technical skills sets to strategic thinking. Create an environment that brings new ideas and solutions to everyday problems. Toastmasters, tuition reimbursement	4,225	Marjorie Ewing

Omnitrans
Performance Indicators
Fiscal Year 2013 - As of March, 2013

Key Performance Indicators		Goal	Strategy	March YTD	Lead
	ATU Represented (Annual)	4,400 hours	ATCR, safety, customer relations, equipment familiarization, relief dispatch, relief supervisor, leadership, coach operator instructor, Toastmasters, tuition reimbursement	6,091	Scott Graham
	Teamsters Represented (Annual)	900 hours	Southern California Regional Transit Training Consortium (SCR TTC), supervision, leadership, Toastmasters, tuition reimbursement	1,223	Jack Dooley Wendy Williams Don Walker Jennifer Sims
7	sbX E Street Corridor Project			.	
	Corridor Construction Completion	Jan., 2014	Close oversight on cost and schedule, risk management, and partnering	Jan., 2014	Milind Joshi
	Corridor commissioning Completion	Sep., 2013	Develop commissioning plan, establish milestones, provide close oversight	Sep., 2013	Milind Joshi
	VMF Construction Completion	Jan., 2014	Close oversight on cost and schedule, risk management, and partnering	Jan., 2014	Milind Joshi
	VMF commissioning Completion	Feb., 2014	Close oversight on cost and schedule, risk management, and partnering	Feb., 2014	Milind Joshi
	60-foot Buses Receipt	Apr., 2013	Coordinate with Manufacturer to complete factory acceptance tests	Apr., 2013	Milind Joshi
	60-foot Bus Testing	Feb., 2014	Complete filed testing	Feb., 2014	Milind Joshi
	Revenue Operation Start	Apr., 2014	Complete construction and commissioning	Apr., 2014	Milind Joshi
	Cost - Complete Project within Approved Budget	\$191.7M	Follow plans and specifications, value engineering, negotiations, and monitor costs on monthly basis	\$95.5M	Milind Joshi

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

ITEM # E8

DATE: May 1, 2013

TO: Board Chair Dick Riddell & Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Samuel Gibbs, Director of Internal Audit Services

**SUBJECT: RESPONSE TO SAP ENTERPRISE RESOURCE PLANNING
(ERP) ENHANCEMENT PROJECT**

FORM MOTION

Receive and file the plan for tracking the deliverables and milestones associated with the SAP Landscape Review Report from SAP America, Inc.

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

BACKGROUND

At the December 5, 2012 Board Meeting, the Board of Directors authorized the CEO/General Manager to execute a contract for the SAP Enterprise Resource Planning (ERP) Enhancement Project with SAP America, Inc., New Town Square, PA, in the amount not to exceed \$1,650,653.46, including contingency and CAP. The CEO General Manager was also authorized to execute a contract for the SAP Enterprise Resource Planning (ERP) Enhancement Project with Ciber, Inc., Greenwood Village, CO, to continue fine tuning the existing SAP solution in the amount not to exceed \$263,710.27, including contingency and CAP. The Board instructed staff to develop a plan to measure progress of the projects in the areas of business integration, improvements in production operations, and knowledge transfer. This report provides an update as of week three March 2013.

ANALYSIS

Staff has developed the attached plan with direct input from the consultants on the projects. The plan provides an overview of the work to be performed and a mechanism to measure deliverables and milestones for the critical focus areas.

MV:SJG

Attachment- Omnitrans Plan-Addressing Critical Focus Areas

Omnitrans Plan - Addressing Critical Focus Areas

Omnitrans Plan

The Plan includes Deliverables w/ associated Milestones

Deliverables	Timeframe in Weeks															
	January				February				March				April			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Project Schedule		✓	✓													
Business Process Intergration																
Monthly Governance Forum				✓				✓				X				X
** Omnitrans Executives																
Meeting Minutes				✓	✓	✓	✓	✓	✓	✓	✓	X	X	X	X	X
** Weekly Integration Meetings																
Blueprint Summary Document				✓												
Improve Production Operations																
Regression Test Plan-E2E Processes								✓								
Regression Test Results													X			
Updated end User Training Documentation															X	
Cutover Plan												X				
Go-Live: New Scope Implementation															★	
Knowledge Tranfer																
Informal Knowledge Transfer																
Structure Knowledge Transfer							✓									
Workshops-New Reporting Solution																
Knwoledge Transfer Workshop																X
* Post Production Support																

- The X mark is converted to a green checkmark once the deliverable or milestone has been achieved. The blue star represents the Go-Live

DATE: May 1, 2013

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Donald Walker, Director of Finance

SUBJECT: CHANGE IN OMNITRANS FISCAL YEAR (FY) 2013 FINANCIAL AND COMPLIANCE AUDIT SERVICES PROVIDER

FORM MOTION

Receive and file the change in providers of Omnitrans' FY2013 Financial and Compliance Audit Services from Mayer Hoffman McCann P.C. of Irvine, California, to Vavrinek, Trine, Day & Company, LLP of Rancho Cucamonga, California.

This item was reviewed by the Administrative and Finance Committee at its April 8, 2013, meeting and recommended for receipt and file.

BACKGROUND

Omnitrans awarded a contract to Mayer Hoffman McCann P.C. of Irvine, California, for financial and compliance audit services for a two-year base period and up to three single-year options beginning March 1, 2010 and ending no later than February 28, 2015. The two-year base period and the first option year were exercised and completed.

On July 11, 2012, San Bernardino Associated Governments (SANBAG) awarded Contract No. C12194 for Financial and Compliance Auditing Services for Transit Operators to Vavrinek, Trine, Day & Company, LLP, in an amount not-to-exceed \$651,750. Mitch A. Alderman, SANBAG's Director of Transit and Rail Programs is the Project Manager and the designated point of contact for all technical issues on this contract. The Transit Operators included in this contract are:

1. City of Barstow
2. Omnitrans
3. Morongo Basin Transit Authority (MBTA)
4. Mountain Area Regional Transit Authority (MARTA)
5. City of Needles
6. Valley Transportation Services (VTrans)
7. Victor Valley Transit Authority (VVTA)

On January 28, 2013, Omnitrans issued a letter to Mayer Hoffman McCann P.C. confirming Omnitrans intent not to exercise the remaining options years, and that the financial and compliance audit services will be administered by SANBAG, the oversight agency.

MV:dw

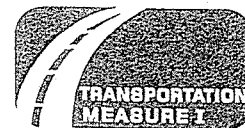
Attachments:

1. SANBAG Contract Award C12194, Financial and Compliance Audit Services with Contract
2. SANBAG Minute Action, Agenda Item No. 17, Award Contract No. C12194 Financial and Compliance Auditing Services for Transit Provider



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 17

Date: July 11, 2012

Subject: Award Contract No. C12194 for Financial and Compliance Auditing Services for Transit Providers

Recommendation:* Award Contract No. C12194 to Vavrinek, Trine, Day & Company, LLP in an amount not-to-exceed \$651,750 for Financial and Compliance Auditing Services for Transit Providers for a three year period with two one year option extensions.

Background: On March 2, 2011 the SANBAG Board approved the release of RFP 11137 for Compliance and Fiscal auditing of all Transportation Development Act (TDA) claimants, Prop 1B Public Transportation Modernization Improvements and Service Enhancement Account Program (PTMISEA) recipients and Measure I Pass-Through recipients. After the RFP was advertised, staff received only one proposal in response to the RFP and after subsequent review staff determined the response to be non-responsive. Staff then determined to cancel the RFP and to interview firms that had initially expressed interest in the RFP in an attempt to ascertain the reason for not proposing. Universally, the answer provided to SANBAG was that the scope, as originally packaged, was too large. As a result, staff split the Scope of Service into two separate projects, one for financial and compliance audits for transit providers and one for financial and compliance audits for jurisdictions.

On March 7, 2012, the SANBAG Board authorized the release RFP C12194 for Financial and Compliance Auditing Services for Transit Providers. The RFP was

*

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
-----	--	-----	---	-----	---	------	--	-----	--

Check all that apply.

BRD1207a-mmm

Attachments: C12194

advertised on SANBAG's website and staff sent notification by email to 35 firms, some of which were obtained from sister agencies.

On April 11, 2012, one proposal was received by Vavrinek, Trine, Day & Company, LLP. Pursuant to the Contracting and Procurement Policy 11000, the proposal was evaluated by an evaluation committee consisting of three SANBAG staff members. The proposal evaluation criteria had four key components 1) Qualification, related experience and References 2) Proposed staffing and project organization 3) Work Plan; and 4) Fee proposal. The proposal evaluation scores ranged from 75 points (above average) to 80 points (outstanding). Although one proposal was received, staff determined that Vavrinek, Trine, Day & Company, LLP was qualified to perform these audits. Vavrinek, Trine, Day & Company LLP has performed numerous audits for SANBAG over the last several years. SANBAG staff responsible for administering the audits have been satisfied by the quality of work. Staff also canvassed firms who were on SANBAG's vendor list to determine the reason why they did not submit a proposal. The firms indicated that they did not have the depth of resources to respond to this RFP; and that current work load prevented them from adequately responding.

On May 7, 2012, staff met with Vavrinek, Trine, Day & Company to review their price proposal and scope of effort. Based on these discussions, staff successfully negotiated a lower fee by 23% than what was provided in their proposal. The contract is subject to two one-year option extensions.

SANBAG solicited the audit proposals under its responsibility as the San Bernardino County Transportation Commission (CTC). As the CTC, SANBAG is responsible for auditing all claimants to whom it allocates funds in accordance with the California Transportation Development Act (TDA), Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) and California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) programs.

Additionally, SANBAG acting, as the San Bernardino County Transportation Authority (CTA) must also audit local jurisdictions that receive direct pass-through funds from Measure I and submit an annual certification of compliance pursuant to San Bernardino County Transportation Authority Ordinance 04-01, and accompanying Measure I Policies. The scope of service included in the RFP will enable SANBAG to fulfill both its responsibilities as the San Bernardino County Transportation Commission and Transportation Authority.

Board Agenda Item
July 11, 2012
Page 3

Financial Impact: This item is consistent with the FY 2012/2013 budget Total contract funding; task 0502 Local Transportation Fund Administration for \$189,938, task 0504 Measure I Valley Administration for \$37,987.50 and task 0504 Measure I Mountain Desert Administration for \$25,325.00.

Reviewed By: This Item was unanimously recommended for approval by the Commuter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved the contract as to form.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

CONTRACT SUMMARY SHEET

Contract No. C 12194 Amendment No. _____

By and Between

San Bernardino Associated Governments and Vavrinek, Trine, Day and Co., LLP

Contract Description Financial and Compliance Auditing Services for Transit Providers

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: 1. Award Contract No. C12194 to Vavrinek, Trine, Day & Company, LLP in an amount not-to-exceed \$651,750 for Financial and Compliance Auditing Services for Transit Providers for a three year period with two one year option extensions.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	\$	651,750	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	651,750	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	651,750

Contract Start Date 7/11/12	Current Contract Expiration Date 1/31/15	Revised Contract Expiration Date
--------------------------------	---	----------------------------------

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0502 & 0504

☐ A Budget Amendment is required.

How are we funding current FY?

☐ Federal Funds ☐ State Funds ☐ Local Funds ☒ TDA Funds ☒ Measure I Funds

Provide Brief Overview of the **Overall** Funding for the duration of the Contract:

LTF Admin, MSI Valley Admin, MSI Mt.Desert Admin

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☒ Retention? If yes, indicate % 10.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Michael A. Alderman

Task Manager (Print Name)

Monica Morales

Project Manager (Print Name)

Jeffery Hill

for Contracts Manager (Print Name)

WILLIAM STAWARSKI

Chief Financial Officer Signature (Print Name)

M. A. Alderman

Signature

6/12/12

Date

Monica Morales

Signature

6/18/12

Date

Jeffery Hill

Signature

6/13/12

Date

William Stawarski

Signature

6/12/12

Date

Detail Contract Summary Sheet

Detail Contract Information (Provided by Project Manager)

Complete this form in conjunction with the Contract Summary Sheet for this Contract.

Finance Contract Summary Sheet

Contract No: C12194 Amendment No. _____ Vendor No. 02337
 Vendor/Customer Name: Vavrinek, Trine, Day & Co., LLP
 Contract Description: Financial and Compliance Auditing Services for Transit Providers
 List Any Related SANBAG Contracts Numbers: _____
 Other Agency Contract Nos.: _____ Contract Expiration Date: 01/31/2015

☒ Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: 2 Contract Type: Other
☒ Retention: 10% Max Retention to be held: _____
☐ Construction ☐ A & E Services ☒ Other Professional Services ☐ Intergovernmental/MOU/COOP

Budget Authority for Current Fiscal Year

Approved Budget Authority: Fiscal year 12/13 Amount \$ 253,250.00

GL
Expense

Fund Source Description	Fund	Program	Project	Object	Amount
LTF Admin (75% of Budget need)	1030	50	0502	52100	\$ 189,937.50
MSI Valley Admin (62% of the 25% Budget)	1020	50	0504	52100	\$ 39,253.75
MSI Mtn. Desert Admin (38% of the 25% Budget)	1022	50	0504	52100	\$ 24,058.75

Project String (if applicable)

Project	Level 1	Level 2	Object	Amount
				\$ -
				\$ -
				\$ -

☐ Contract Management: Receivable

☐ E-76 Date _____ (Attach Copy if Available) ☐ Program Supplement No.: _____
☐ Finance Letter ☐ Reversion Date: _____ ☐ EA No.: _____

All of the above MUST be submitted to FINANCE. Including Originals, Amendments & Misc transaction changes

Contract Details : Allocate the Total Contract or Current Amendment Amount by funding string

GL

Revenue

Billing Category (Finance Use Only)	Fund Source Description	Fund	Program	Project	Revenue	Amount
						\$ -
						\$ -
						\$ -

Revenue Project String (if applicable)

Project	Fund	Level 2	Revenue	Amount
				\$ -
				\$ -
				\$ -

Notes

Finance Reviews

A/P Review (initials): _____
 (Finance Use Only) Supplemental No.: _____

A/R Review (initials): _____
 (Finance Use Only) Z Contract No.: _____

CFO Review (initials): VP

September 28, 2012

Vavrinek, Trine, Day & Co., LLP
Attn: Kevin Pulliam
8270 Aspen Street
Rancho Cucamonga, CA 91730

**Subject: SANBAG CONTRACT C12194, "FINANCIAL & COMPLIANCE AUDITING
SERVICES FOR TRANSIT OPERATORS"
NOTICE TO PROCEED**

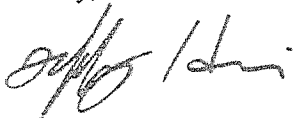
Dear Kevin Pulliam:

The San Bernardino Associated Governments (SANBAG) has reviewed and approved contract documents for Financial & Compliance Auditing Services for Transit Operators. The "Notice to Proceed" date for this contract shall be Wednesday, July 11, 2012, on or after which Kevin Pulliam is hereby directed to begin work on the contract. The total services for this contract are not-to-exceed \$651,750.

SANBAG's Project Manager is Mr. Mitch Alderman who is the designated point of contact for all technical issues on this project. Mr. Alderman can be reached at (909) 884-8276 and via email at malderman@sanbag.ca.gov. All contractual questions should be directed to the undersigned.

Should you have any questions please concerning this notice please contact me at (909) 884-8276.

Sincerely,



Jeffery Hill
San Bernardino Associated Government
Procurement/Risk Management/Contract Administrator

CONTRACT NO: C12194

By and Between

**San Bernardino Associated Government/ San Bernardino County
Transportation Authority**

And

Vavrinek, Trine, Day & Company, LLP

For

**Financial and Compliance Auditing Services for Transit
Operators**

CONTRACT # C12194

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

VAVRINEK, TRINE, DAY & COMPANY, LLP

FOR

PROFESSIONAL AUDITING SERVICES FOR TRANSIT OPERATORS

This Contract, is effective on the Effective Date as defined herein, by and between the San Bernardino Associated Governments/ San Bernardino Transportation Authority (hereinafter referred to as "AUTHORITY") whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and the firm of Vavrinek, Trine, Day & Company LLP whose address is: 8270 Aspen Street, Rancho Cucamonga, CA 91730 (Hereinafter referred to as "CONSULTANT"). AUTHORITY and CONSULTANT are each a "Party" and collectively "Parties" herein.

RECITALS:

WHEREAS, AUTHORITY requires certain Auditing Services for Transit Operators as described in Attachment A of this Contract and;

WHEREAS, CONSULTANT has confirmed that they have the requisite personnel and experience and is fully capable and qualified to do the work described herein; and

WHEREAS, CONSULTANT desires to do so for the compensation in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. DESCRIPTION OF SERVICES

CONSULTANT agrees to perform services set forth in Attachment "A", Scope of Services, (hereinafter referred to as "Services"), which is incorporated herein by reference, in accordance with standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of AUTHORITY, with their satisfaction being based on prevailing standards in the industry.

ARTICLE 2. PERIOD OF PERFORMANCE

The Period of Performance by CONSULTANT under this Contract shall commence upon issuance of a written Notice To Proceed (NTP) issued by AUTHORITY, unless agreed otherwise, and shall continue in full force and effect through January 31, 2015, or until otherwise terminated, or unless extended as hereinafter provided by written amendment.

AUTHORITY, at its sole discretion, may extend the original term of the Contract for 2 options at one year each. The maximum term of this Contract, including the Option Term(s), if exercised will not exceed January 31, 2017.

ARTICLE 3. PRICE

- 3.1 Total compensation to CONSULTANT for full and complete performance of Services, in compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by AUTHORITY), shall not exceed the amount set forth in 3.2 below.
- 3.2 The total Not-To-Exceed Amount is Six Hundred Fifty One Thousand Seven Hundred Fifty Dollars, (\$651,750.00), for Services to be provided under this Contract. Services to be provided under this Contract are to be performed as set forth in Attachment "A", Scope of Services, and shall be reimbursed pursuant to the rates identified in Attachment B "Billing Rate Schedule", which is which is the AUTHORITY's approved CONSULTANT' Cost Proposal and incorporated in and made part of this Contract. The hourly labor rates identified in Attachment B shall remain fixed for the term of this Contract and include CONSULTANT's direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amount identified in Attachment B. The AUTHORITY will not reimburse for any expenses not shown in Attachment B.
- 3.3 CONSULTANT's overhead rates will be fixed, as agreed upon in Attachment "B" for the duration of this Contract and include all costs associated with the administration of this Contract. The fixed overhead rate will not be subject to adjustment. Any percentage increase over the direct labor rate in Attachment "B" is not permitted without prior written authorization from AUTHORITY.
- 3.4 Intentionally Left Blank
- 3.5 The cost principles set forth in Part 31, Contract Cost Principles and Procedures, in Title 48, Federal Acquisition Regulations System of the Code of Federal Regulations (CFR) as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by written amendment of the Contract.
 - 3.5.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, Contract Cost Principles and Procedures, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by CONSULTANT to AUTHORITY.
- 3.5.3 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.
- 3.6 Any services provided by CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from AUTHORITY. It shall be CONSULTANT's responsibility to recognize and notify AUTHORITY in writing when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with the "Changes" provision in this Contract.

ARTICLE 4. PAYMENT

- 4.1 The compensation of CONSULTANT as provided herein shall be payable in 4 week billing period payments, forty-five (45) calendar days after receipt by AUTHORITY of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Services.
- 4.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by AUTHORITY and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with AUTHORITY'S Project name, contract number and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice. Invoices shall include request for payment for Services (including additional Services authorized by AUTHORITY) completed by CONSULTANT during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT' sole expense.
- 4.3 CONSULTANT shall furnish evidence, satisfactory to AUTHORITY, that all labor and materials furnished and equipment used during all periods prior to the period covered by any invoice have been paid in full. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence. Upon furnishing such evidence, satisfactory to AUTHORITY, AUTHORITY shall pay CONSULTANT the full amount of the invoice less disputed amounts.
- 4.4 As partial security against CONSULTANT's failure to perform under this Contract, AUTHORITY shall withhold ten percent (10%) of the amount of each of the CONSULTANT's invoices. All retained funds shall be released by AUTHORITY within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit CONSULTANT's records in accordance with this Contract. If AUTHORITY elects to

audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of audit in an amount reflecting any adjustments required by such audit.

- 4.5 CONSULTANT shall include a statement and release with each invoice, satisfactory to AUTHORITY, that CONSULTANT has fully performed the Services invoiced pursuant to this Contract for the period covered and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.6 No payment will be made prior to approval of any work, nor any work shall be performed prior to approval of this Contract by AUTHORITY's Board of Directors.
- 4.7 CONSULTANT agrees to promptly pay each subcontractor for the satisfactory completion of all work performed under this Contract, no later than thirty (30) calendar days from the receipt of payment from AUTHORITY. AUTHORITY reserves the right to request documentation from CONSULTANT showing payment has been made to its subcontractors.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated and available to AUTHORITY for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of Services, which will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

- 7.1 CONSULTANT shall provide AUTHORITY, or other authorized representatives or agents of AUTHORITY, access to CONSULTANT's records, which are directly related to this Contract for the purpose of inspection, auditing or copying. CONSULTANT shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by AUTHORITY, except in the event of litigation or settlement of claims arising out of this Contract in which case CONSULTANT agrees to maintain records through the conclusion of all such litigation,

appeals or claims related to this Contract. CONSULTANT further agrees to maintain separate records for costs of work performed by amendment. CONSULTANT shall allow AUTHORITY or its representatives or agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that is performing work under this Contract.

- 7.2 The cost proposal for this Contract is subject to audit at any time. After CONSULTANT receives any audit recommendations the Cost Proposal shall be adjusted by CONSULTANT and approved by AUTHORITY's Project Manager to conform to the audit recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into this Contract at AUTHORITY' sole discretion. Refusal by the CONSULTANT to incorporate the audit or post award recommendations will be considered a breach of the Contract terms and cause for termination of the Contract.

ARTICLE 8. RESPONSIBILITY OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable Federal, state and local laws and regulations and other services furnished by CONSULTANT under the terms of this Contract.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Attachment "A", Scope of Services.

ARTICLE 10. TECHNICAL DIRECTION

- 10.1 Performance of Services under this Contract shall be subject to the technical direction of the AUTHORITY's Director of Transit and Rail, ("Director") or designee, as identified in Attachment "A", Scope of Services, attached to this Contract. AUTHORITY' Director will identify a designee as Project Manager, in writing to CONSULTANT, with the NTP and subsequently with any changes during the Contract term. The term "Technical Direction" is defined to include, without limitation:

10.1.1 Directions to CONSULTANT, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

10.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of reports, or technical portions of the services identified herein.

10.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by CONSULTANT to AUTHORITY under the Contract.

- 10.2 Technical Direction must be within the Scope of Services under this Contract. AUTHORITY's Project Manager does not have the authority to, and may not, issue any Technical Direction which:

- 10.2.1 Constitutes an assignment of additional Services outside the Scope of Services;
- 10.2.2 Constitutes a change as defined in the Contract Article entitled "Changes";
- 10.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for contract performance;
- 10.2.4 Changes any of the expressed terms, conditions or specifications of the Contract;
or
- 10.2.5 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract.
- 10.3 Failure of CONSULTANT and AUTHORITY's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of "Disputes" Article herein.
- 10.4 All Technical Direction shall be issued in writing by the AUTHORITY's Project Manager.
- 10.5 CONSULTANT shall proceed promptly with the performance of technical direction issued by the AUTHORITY's Project Manager, in the manner prescribed by this Article and within their Authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by the AUTHORITY's Project Manager, falls within one of the categories defined in 10.2.1 through 10.2.5 above, CONSULTANT shall not proceed but shall notify the Project Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Project Manager to modify the Contract accordingly. Upon receiving the notification from CONSULTANT, the Project Manager shall:
 - 10.5.1 Advise CONSULTANT in writing within thirty (30) days after receipt of CONSULTANT's letter that the technical direction is or is not within the scope of Article 11, "Changes";
 - 10.5.2 Advise CONSULTANT within a reasonable time that AUTHORITY will or will not issue a written amendment.

ARTICLE 11. CHANGES

- 11.1 The Services shall be subject to changes by additions, deletions, or revisions made by AUTHORITY. CONSULTANT will be advised of any such changes by written notification from AUTHORITY describing the change.
- 11.2 Promptly after such written notification of change is given to CONSULTANT by AUTHORITY, CONSULTANT and AUTHORITY will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

**ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY/DRUG FREE
WORKPLACE**

- 12.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, sexual orientation, age, political affiliation or disability. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 12.2 CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.

ARTICLE 13. CONFLICT OF INTEREST

CONSULTANT agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONSULTANT is obligated to fully disclose to the AUTHORITY, in writing, of any conflict of interest issues as soon as they are known to CONSULTANT and to comply with AUTHORITY's policy 10102 regarding disclosure.

ARTICLE 14. KEY PERSONNEL

The personnel specified below are considered to be essential to Services being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services, which are the responsibility of key personnel to other personnel, CONSULTANT shall notify AUTHORITY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall be subject to written approval by AUTHORITY. AUTHORITY also reserves the right to approve proposed substitutions for key personnel. In the event that AUTHORITY and CONSULTANT cannot agree as to the substitution of key personnel, AUTHORITY shall be entitled to terminate this Contract. Key Personnel are:

Name	Function
Kevin Pulliam	Audit Partner
Roger Alfaro	Concurring Audit Partner
Phil White	Audit Manager
Michael Xu	Audit Supervisor
Kyle Stuckey	Senior Auditor

ARTICLE 15. REPRESENTATIONS

Services supplied by CONSULTANT under this Contract shall be supplied by personnel who are careful, skilled, experienced and competent and possess all relative licenses and permits in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with AUTHORITY that the same shall conform to professional standards, which are generally accepted in the industry.

ARTICLE 16. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 16.1 If, as a part of this Contract, CONSULTANT is required to produce materials, documents data, or information ("Products"), then CONSULTANT, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such products which shall become the sole property of AUTHORITY with the exception of CONSULTANT's working papers.
- 16.2 All materials, documents, data or information obtained from AUTHORITY's data files or any AUTHORITY medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of AUTHORITY.
- 16.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article which are produced by CONSULTANT for AUTHORITY in the performance and completion of CONSULTANT's Services under this Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 16.4 CONSULTANT shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.
- 16.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.
- 16.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONSULTANT from or through AUTHORITY in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from AUTHORITY pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain,

but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

ARTICLE 17. TERMINATION

- 17.1 Termination for Convenience- AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY's instruction, and shall turn over such Work in accordance with AUTHORITY's instructions.
- 17.1.1 CONSULTANT shall deliver to AUTHORITY, all deliverables prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by AUTHORITY. Upon such delivery, CONSULTANT may then invoice AUTHORITY for payment in accordance with the terms hereof.
- 17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 17.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.
- 17.2 Termination for Cause - In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, and in compliance with applicable Bankruptcy Laws; (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the deliverables and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of

CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

17.2.1 In the event of termination CONSULTANT shall deliver to AUTHORITY all finished and unfinished products prepared under this Contract by CONSULTANT or its subcontractors or furnished to CONSULTANT by AUTHORITY.

17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

ARTICLE 18. STOP WORK ORDER

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, AUTHORITY shall have the authority to stop any services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 17, "TERMINATION".

ARTICLE 19. CLAIMS

AUTHORITY shall not be bound to any adjustments in the Contract amount or time for CONSULTANT's claim unless expressly agreed to by AUTHORITY in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to CONSULTANT by AUTHORITY. No claim hereunder by CONSULTANT shall be allowed if asserted after final payment has been made under this Contract.

ARTICLE 20. INSURANCE

Without any way affecting the indemnity provision identified in this Contract, CONSULTANT shall, at the CONSULTANT's sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this Contract. The policies shall be written by a California admitted carrier with a Best rating of A-VII or better, and shall be written with a least the following limits of liability:

20.1 Professional Liability –

Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate total for all claims. Coverage shall be solely dedicated to claims arising from professional services provided in this project. Professional liability may be provided on a claims-made basis. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the consultant begins to perform work under this agreement. Consultant shall secure and maintain this insurance or "tail" coverage provided throughout the term of this contract and for a minimum of three (3) years after contract completion.

20.2 Workers' Compensation – Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability in an amount not less than \$1,000,000 limits

covering all persons providing services on behalf of CONSULTANT and all risks to such persons under this Contract.

- 20.3 Commercial General Liability – To include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. For products and completed operations a \$2,000,000 aggregate shall be provided.
- 20.4 Automobile Liability – To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit.
- 20.5 Proof of Coverage - CONSULTANT shall furnish certificates of insurance to AUTHORITY evidencing the insurance coverage required above, prior to the commencement of performance of Services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and its officers, employees, agents and volunteers, as additional insured on Commercial General Liability Insurance and auto insurance. Prior to commencing any work, CONSULTANT shall furnish AUTHORITY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide AUTHORITY thirty (30) days written notice of cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium CONSULTANT will provide AUTHORITY ten (10) days written notice. CONSULTANT shall maintain such insurance for the entire term of this Contract. The certificate(s) of insurance are to include the Contract number and Project Manager' name on the face of the certificate(s).
- 20.6 Additional Insured - All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, and volunteers as additional insured's with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for AUTHORITY to vicarious liability but shall allow coverage for AUTHORITY to the full extent provided by the policy.
- 20.7 Waiver of Subrogation Rights - CONSULTANT shall require the carriers of Commercial General Liability, Automobile Liability and Workers Compensation to waive all rights of subrogation against AUTHORITY, its officers, employees, agents, volunteers, contractors, and subcontractors. Such insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT'S employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against AUTHORITY.
- 20.8 Commercial General Liability required herein are to be primary and non-contributory with any insurance carried or administered by AUTHORITY.

ARTICLE 21. INDEMNITY

Except as provided below for those services falling within the scope of Civil Code section 2782.8, CONSULTANT agrees to indemnify, defend (with counsel reasonably approved by Authority) and hold harmless the AUTHORITY and its authorized officers, employees, agents and volunteers, from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by the AUTHORITY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. CONSULTANT's indemnification obligation applies to AUTHORITY "active" as well as "passive" negligence but does not apply to the AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. To the extent CONSULTANT's services fall within the scope of Civil Code section 2782.8, the following indemnification is applicable. CONSULTANT shall defend and indemnify AUTHORITY for claims that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of CONSULTANT.

ARTICLE 22. ERRORS AND OMISSIONS

- 22.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Contract. CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies, fines, penalties and damages in services furnished under this Contract.
- 22.2 Intentionally Left Blank.
- 22.3 AUTHORITY shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's interest. AUTHORITY shall include in the Contract file a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.

ARTICLE 23. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONSULTANT under this Contract shall become the sole property of AUTHORITY when prepared, whether delivered to AUTHORITY or not. The following provision do not apply to the CONSULTANT's working papers produced under this Contract (audit documentation). Working papers produced for work performed under this Contract shall remain the property of the CONSULTANT. CONSULTANT will provide, upon the AUTHORITY's request, the copies of working papers provided such disclosure does not undermine the validity of the audit process.

ARTICLE 24. SUBCONTRACTS

- 24.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, except those subcontractors listed in the CONSULTANT'S proposal, without first notifying AUTHORITY of the intended subcontracting and obtaining

AUTHORITY's written approval of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all subcontracts at any tier.

- 24.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by AUTHORITY, CONSULTANT shall furnish AUTHORITY a copy of the proposed subcontract for AUTHORITY'S approval of the terms and conditions thereof and shall not execute such subcontract until AUTHORITY has approved such terms and conditions. AUTHORITY approval shall not be unreasonably withheld.
- 24.3 Approval by AUTHORITY of any services to be subcontracted and the subcontractor to perform said Services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Services. Any substitution of subcontractors must be approved in writing by AUTHORITY' Project Manager.

ARTICLE 25. RECORD INSPECTION AND AUDITING

AUTHORITY, or any of its designees shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by AUTHORITY shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

ARTICLE 26. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. AUTHORITY shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

ARTICLE 27. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of this Contract.

ARTICLE 28. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in

whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County, District Civil Division. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, District Civil Division.

ARTICLE 29. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

ARTICLE 30. PRECEDENCE

- 30.1 The Contract documents consist of these General Terms and Conditions, Attachment "A", Scope of Services, and Attachment "B", Billing Rate Schedule. AUTHORITY's Request for Proposal and CONSULTANT's proposal are incorporated herein by this reference.
- 30.2 The following order of precedence shall apply: This Contract, its General Terms and Conditions and Attachments; AUTHORITY's Request for Proposal; and CONSULTANT's Proposal. In the event of a conflict between the Contract and the Scope of Services, the Contract will prevail.
- 30.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify AUTHORITY in writing within three (3) business days of its discovery of the conflict and shall comply with AUTHORITY's resolution of the conflict.

ARTICLE 31. COMMUNICATIONS AND NOTICES

Any and all notices permitted or required to be given hereunder shall be deemed duly given upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing.

To CONSULTANT	To AUTHORITY
Vavrinek, Trine, Day & Co., LLP	San Bernardino Associated Governments
8270 Aspen Street	1170 W. 3rd Street, 2nd Floor
Rancho Cucamonga, CA 91730	San Bernardino, CA 92410-1715
Attn: Kevin T. Pulliam	Attn: Mitch Alderman
	CC: Monica Morales
Phone: 909-466-4410	Phone: (909) 884-8276

ARTICLE 32. DISPUTES

- 32.1 In the event any dispute arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the AUTHORITY within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of AUTHORITY. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 32.2 During the resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 33. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of AUTHORITY, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 34. REVIEW AND ACCEPTANCE

All Services performed by CONSULTANT shall be subject to periodic review and approval by AUTHORITY at any and all places where such performance may be carried on. Failure of AUTHORITY to make such review, or to discover defective work, shall not prejudice the rights of AUTHORITY at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by AUTHORITY upon completion of all Services.

ARTICLE 35. CONFIDENTIALITY

Any AUTHORITY materials to which CONSULTANT or its subcontractors or agents have access to or materials prepared by CONSULTANT under the terms of this Contract shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as authorized by AUTHORITY. CONSULTANT shall not release any reports, information of promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of AUTHORITY.

ARTICLE 36. EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by AUTHORITY at the completion of certain milestones as identified in Attachment "A" to this Contract. A copy of the evaluation will be given to the CONSULTANT for their information. The evaluation information shall be retained as part of the Contract record.

ARTICLE 37. SAFETY

CONSULTANT shall strictly comply with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT' operations in the performance of Services hereunder.

ARTICLE 38. ASSIGNMENT

CONSULTANT shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of AUTHORITY. AUTHORITY's exercise of consent shall be within its sole discretion. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties hereto.

ARTICLE 39. AMENDMENTS

This Contract may only be changed by a written amendment duly executed by CONSULTANT and AUTHORITY except, that changes to the Contract to implement administrative changes such as approved changes in key personnel as provided in Article 14, "KEY PERSONNEL" above, may be made by administrative amendment signed by CONSULTANT and AUTHORITY's Project Manager or other duly authorized representative.

ARTICLE 40. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach of violation of this warranty, AUTHORITY has the right to annul this Contract without liability, pay only for the value of the Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 41. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Services provided/work performed by CONSULTANT are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the CONSULTANT to perform or failure of the CONSULTANT to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 42. ENTIRE DOCUMENT

42.1 This Contract and its attachments constitute the sole and only agreement governing

Services and supersedes any prior understandings, written or oral, between the Parties respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.

- 42.2 No agent, employee or representative of AUTHORITY has any authority to bind AUTHORITY to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 42.3 As this Contract was jointly prepared by both Parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.


ARTICLE 43. EFFECTIVE DATE

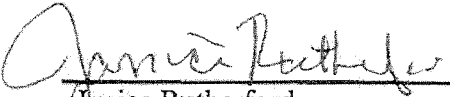
The date that this Contract is executed by AUTHORITY shall be the Effective Date of the Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

VAVRINEK, TRINE, DAY &
COMPANY, LLP

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

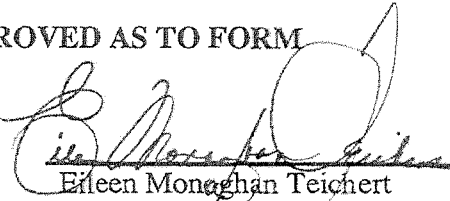
By: 
Name Kenna T. Pulliam
Title PARTNER

By: 
Janice Rutherford
President, Board of Directors


Date: 6/29/12

Date: 7-11-12

APPROVED AS TO FORM

By: 
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: 
Jeffery Hill
Contracts Administrator

ATTACHMENT A

“SCOPE OF SERVICES FOR TRANSIT PROVIDERS”

GENERAL

San Bernardino Associated Governments (SANBAG) is requesting proposals from qualified certified public accounting firms to audit its Transit Providers (Exhibit A) for the Fiscal Years ending June 30, 2012, 2013, and 2014, with the option of performing such services for two (2) additional one-year terms. SANBAG requires an audit of Transit Providers Comprehensive Annual Financial Report in accordance with generally accepted accounting principles and the governmental auditing standards as promulgated by the Comptroller General of the United States. The cost proposal shall present all inclusive audit fees for each year of the contract term and the two one-year options.

AUDITING STANDARDS TO BE FOLLOWED

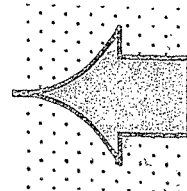
The audit shall be performed so as to satisfy the audit requirements in accordance with the most current version of each of the following standards and guidelines:

- The standards set forth for financial audits in the General Accounting Office’s (GAO) *Government Auditing Standards*
- The provision of the federal Single Audit Act of 1984, the Single Audit Act Amendments of 1996, the U.S Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, as applicable;
- OMB’s Compliance supplement titled *Uniform requirements for Grants to State and Local Government*
- San Bernardino County Transportation Authority Ordinance 04-01, *San Bernardino Valley Subarea Expenditure Plan* (Section F and H), *Mountain Desert Expenditure Plan* (Section C and E)
- Transportation Development Act Regulations. CA Code Section 6664 discusses the fiscal and compliance audits of all claimants. Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants.
- Proposition 1B Compliance Requirements. Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds received through Caltrans
- California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) funds received through CalEMA

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

VAVRINEK, TRINE, DAY &
COMPANY, LLP

SAN BERNARDINO ASSOCIATED
GOVERNMENTS



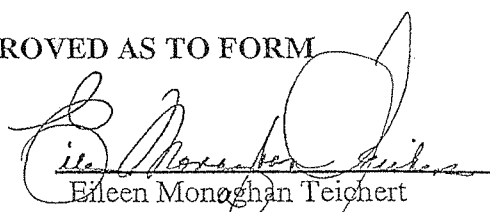
By: _____
Name
Title

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: 
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: 
Jeffery Hill
Contracts Administrator

REQUIRED REPORTS TO SANBAG

Following the completion of the audit of the fiscal year's financial statement, the Auditor shall issue the following reports and letters:

1. Independent Auditor's Report on Comprehensive Annual Financial Report (CAFR) or Basic Financial statements;
2. Independent Auditor's Single Audit Report (if applicable)
3. Local Transportation Fund (LTF) Financial and Compliance Report
4. State Transit Assistance Fund (STAF) Financial and Compliance Report
5. Report on applying agreed upon procedures for Appropriations limit calculation
6. Audit Committee Letter
7. Management Letter (if required)
8. Preparation of the State Controllers Report (Due prior to September 30th)
9. PTMISEA fund disclosure in the Independent Auditor's Report on Comprehensive Annual Financial Report or Basic Financial Statements
10. California Transit Security Grant Program fund disclosure in the Independent Auditor's Report on Comprehensive Annual Financial Report or Basic Financial Statements

Provide two (2) copies of the "Draft" Audit Report. One for each claimant on or before November 30 of each audit year. One for SANBAG.

Final Audit Report: Provide four (4) copies of each "Final" Audit Report on or before December 30th of each audit year.

- One copy of the report for each claimant
- One copy of the report for SANBAG
- One copy for the San Bernardino County Internal Audits Division
- Once copy for the State Controller's Office

Final Federal Single Audit Report: Provide three (3) copies of each "Final" audit report on or before March 15th of each audit year.

- One copy of the report for each claimant
- One copy of the report for SANBAG
- Once copy for the San Bernardino County Internal Audits Division

Also include up to 20 copies of the "Final" for each claimants Board of Directors.

Additional Considerations

- o **Working Papers:** All working papers shall be retained by the auditor for a minimum of four (4) years after the conclusion of the engagement unless authorized to do otherwise in

writing by SANBAG. The audits may be subject to review by state and federal agencies. Accordingly, the working papers shall be made available upon request.

- **Audit Schedule:** The work to be performed shall be arranged with the individual recipients after the conclusion of a planning meeting with the Commission and the Commission's issuance of audit notification letters to each jurisdiction recipients.
- **Audit Timelines:** Effective for the first year of the contract the contractor's timelines are extended for 90 days. Thereafter, the specified timelines can be extended for up to an additional 90 days, with approval of SANBAG, depending upon the condition of each jurisdiction supporting data/documentation and the cooperation of each jurisdictions management throughout the audit process.
- **Audit Plan:** Planning, Risk Assessment, Preparation of the overall audit plan, conducting the interim audit, conducting the final audit, reporting. Details as laid out in the proposal.

Exhibit A

Transit Providers

Agency

Barstow, City of
Omnitrans
Morongo Basin Transit Authority (MBTA)
Mountain Area Regional Transit Authority
(MARTA)
Needles, City of
Valley Transportation Services (Vtrans)
Victor Valley Transit Authority (VVTA)

ATTACHMENT B

Fee Schedule

Escalation increase for years four and five: Escalation for years four and five shall be based on the Employment Cost Index for the Bureau of Labor Statistics for the United State Department of Labor for Management, Professional, and related "White-collar Occupations" as noted in Attachment "B". In no event shall the escalation factor exceed 2.5%. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of (March 2015 and March 2016), and shall be subject to change (July 1st) when the term of the Contract has been mutually extended.

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Kevin Pulliam	Partner	Audit Partner	\$	225
Roger Alfaro	Partner	Concurring Audit Partner	\$	225
Phil White	Manager	Audit Manager	\$	190
Michael Xu	Supervisor	Audit Supervisor	\$	170
Kyle Stuckey	Senior	Senior Auditor	\$	135
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Vavrinek, Trine, Day & Co., LLP
Consultant

Signature of Authorized Person

Date

Submitted for the
Board Meeting of:
May 1, 2013

OMNITRANS
AFFIRMATIVE ACTION STATUS REPORT
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT
As of April 8, 2013

DEPARTMENT	Total Positions*	MALE ETHNIC COMPOSITION						FEMALE ETHNIC COMPOSITION						Existing Vacancies	INTERVIEWED							APPOINTED						
		C	B	H	AS	AI	2+	C	B	H	AS	AI	2+		C	B	H	AS	AI	NH/PI	2+	C	B	H	AS	AI	NH/PI	2+
OPERATIONS	458	69	95	86	7	1	3	45	85	41	1	1	2	22	9	23	13	1	0	0	4	1	11	8	0	0	0	3
MAINTENANCE	102	28	11	50	6	0	0	3	1	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
EXECUTIVE OFFICE	5	1	1	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
INFORMATION TECH. SERVICES	6	1	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SAFETY/ SECURITY	5	2	0	1	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
MARKETING	25	3	0	5	0	0	0	3	1	12	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
PLANNING	7	2	0	0	1	0	0	1	0	2	0	0	0	1	6	0	2	1	0	0	0	2	0	0	0	0	0	
HUMAN RESOURCES	9	0	0	1	0	0	0	5	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
PROCUREMENT	23	6	1	4	0	0	1	7	2	2	0	0	0	0	10	1	14	2	0	0	3	1	0	0	0	0	1	
FINANCE	12	0	2	0	2	0	0	2	0	3	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
IPMO	9	1	1	0	5	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
AGENCY TOTAL	661	113	111	148	26	1	4	69	90	65	4	1	2	27	25	24	29	4	0	0	7	4	11	8	0	0	0	4

* Includes part time

*reflects numbers from the FY13 budget

PERCENTAGES

COMPLETED BY: *Meredith Tshilonda* (HR Analyst)
Meredith Tshilonda

28.71% 31.70% 33.60% 4.73% 0.32% 0.95% 100%

ITEM #

E10

ITEM # E11

DATE: May 1, 2013

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Donald Walker, Director of Finance

**SUBJECT: AUTHORIZE UTILIZATION OF PENDING ALTERNATIVE FUEL
TAX CREDIT AS LOCAL MATCH FOR CAPITAL PROJECTS**

FORM MOTION

Authorize the CEO/General Manager to utilize pending alternative fuel tax credits as local match for fiscal year 2013 and 2014 capital projects.

This item was reviewed by the Administrative and Finance Committee at its April 8, 2013, meeting and recommended for approval.

BACKGROUND

The Board of Directors approved the Fiscal Year 2012 budget that included \$4.6 million (\$2.3M – Operating; \$2.3M – Capital) in State Transit Assistance (STA) funding. Subsequently, Omnitrans was notified by San Bernardino Associated Governments' (SANBAG) that, due to a change in policy, STA funds would no longer be allocated in advance.

The change in SANBAG's allocation policy resulted in an operating deficit and a scale down of capital projects for FY2012. Additionally, Omnitrans' capital plan must utilize Proposition 1B as the required local match for federal funding going forward. Due to the uncertainty of when the State of California will issue bonds, Proposition 1B is not a reliable or predictable source of funding for Omnitrans' capital plan.

Congress recently passed the American Taxpayer Relief Act on January 1, 2013, which provided one-year extensions for several tax credits affecting alternative fuels, including those for compressed natural gas (CNG), liquefied natural gas (LNG) and propane auto gas. Specifically, this includes the 50-cent per greenhouse gas emission (GGE) alternative-fuel tax credit for CNG, LNG and propane, and the \$30,000 infrastructure tax credit. The tax credits are extended until December 31, 2013, and are retroactive for all of 2012.

Omnitrans anticipates receiving \$2.5 million in alternative fuel tax credits for the period covering January 1, 2012 through December 31, 2013. Omnitrans' capital plan for FY2013 and FY2014 has a total of \$2.1 million in Proposition 1B funding as the local match (\$749K and \$1.3M respectively). Utilizing the alternative fuel tax credit as a substitution for Proposition 1B funding will ensure Omnitrans' capital plan will be implemented timely and with a greater degree of certainty. To ensure transparency and accountability, the fuel tax credits will be segregated from Omnitrans' operating funds.

CONCLUSION

Authorizing the utilization of the fuel tax credits as a local match for the Omnitrans FY2013 and FY2014 capital plan will ensure implementation and delivery of capital projects more timely and with greater certainty.

MV:dw

ITEM # E12

DATE: May 1, 2013

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Marjorie Ewing, Director of Human Resources

SUBJECT: RECLASSIFY APPLICATION SPECIALIST POSITION

FORM MOTION

Approve the proposed adjustments to the Operations Application Specialist Job Description, effective May 1, 2013.

1. Reclassify the current Operations Application Specialist position, Level VI, to a Level V, to accommodate increased activity levels resulting from new responsibilities.

This item was reviewed by the Administrative & Finance Committee at its April 8, 2013, meeting and recommended for approval.

BACKGROUND

This Application Specialist position was created in 1999 to provide the Operations Department with a specialist for application support of the Trapeze/Seimens Intelligent Transportation System (ITS). The position has an incumbent in place since 2006. A review and revision of the job description was conducted in 2005 and remained relatively unchanged. However, the latest review of the job description resulted in the addition of major job responsibilities added to the position that were not previously included in the 2005 review due to the expansion of elements within our ITS infrastructure. These responsibilities included support for the Video Intelligence Solutions surveillance system that is used in 270 buses in the fixed route and paratransit fleet; providing surveillance security, accident/incident recordings/archiving, and monitoring of operator performance. The Application Specialist responds to the initial failure reports; troubleshooting software/hardware problems on 1700 cameras, 6 viewing stations, 4 servers and interruptions in the wireless downloading. This is accomplished through developing a course of action with the Maintenance and Information Technology Departments, as well as working through vendor support and customer care assistance technicians to bring the system back on line. The incumbent has also assumed the Operations Department lead for the NextBus system that is expanding our ITS. The approval of this change in the Application Specialist

classification will accurately bring the job responsibilities, actual work being performed and level of classification into alignment with other transit agencies; enabling Omnitrans to retain and attract the skill sets necessary on future recruitments to support the elements of our ITS infrastructure. Reclassifying the position to a level V is being requested to support the increased volume of technical support relating to the Operations department's specific software applications. The volume increase here is due to the outsourcing of four Information Technology employees. Acting as the first line of support, this position closely liaisons with the Information Technology Services Department, application users and vendors as necessary, at times involving support to multiple departments in critical systems.

The red-lined job description is attached for consideration. The adjustments in the Applications Specialist job description is representative of the essential duties and responsibilities required today.

FUNDING SOURCE

Funding for the reclassification of the Operations Application Specialist does not increase position head count. Total cost for the change in level is \$1,045 and can be absorbed in the Fiscal Year 2013 Budget.

Department	1100
Expenditure Code	Wage and benefits

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

CONCLUSION

Approving the recommended adjustments to the position will enable Omnitrans to retain and attract the skill sets necessary on future recruitments to support the elements of our ITS infrastructure.

MV:ME

OMNITRANS Job Description

Job Title: Application Specialist
Department: ~~Various Operations~~
Reports To: ~~Department Director or designee~~ Transportation Manager
FLSA Status: Exempt
Approved By: Board of Directors
Approved Date: June 1999
Revised: ~~November 10, 2005~~ May 1, 2013

SUMMARY

Provide technical support relating to department specific software applications. Acting as the first line of support, this position closely liaisons with the Information Technology Services department, application users, and vendors as necessary.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Advise and assist users of applications software. Resolve problems by determining source and arranging for resolution.
- Provides ~~basic Windows and~~ first-line technical assistance and applications training on use of company software and production applications ~~and provides and/or arranges for advanced applications training to department users as necessary.~~
- Performs functional system administration of department specific software and insures that system integrity/security is maintained. Carries out routine route-surveys of the Transit-operation routes to ensure continued data integrity and accuracy used in the schedule and On-Time performance reporting and analysis.
- Serves as a liaison between Operations, IT, and other Agency departments for technology-related matters. Identifies, tests and recommends operations-oriented technology used in achieving the Agency mission.
- ~~Provides procedural documentation to enable IS and Departmental staff to perform essential duties for this position.~~
- May perform TSS wireless server maintenance and analysis; manages and administers video surveillance program and file storage. Downloads, reviews, and distributes archive video required by various departments.
- Monitors, maintains and verifies the proper operation and functionality of Transit-Applications used in bus operations for both fixed-route and paratransit fleets, including TrapezeITs and the video surveillance system.

Job Title: Application Specialist
Department: Operations
Page 2

- Serves on various project teams. Researches, analyzes and recommends upgrades or new applications as appropriate to support the department's mission and efficiency.
- Works with Planning and Finance departments to ensure and provide analysis data flow from vehicles in-route for use in NTD reporting.
- Analyzes, recommends, troubleshoots, and repairs onboard systems (for example: TrapezeITs, SDI-Video Systems) on fixed-route and paratransit vehicles.
- Develops departmental and enterprise reports utilizing Agency database reporting tools.
- ~~Ensues data integrity, provides analysis and distributes information to others.~~ Performs the primary system administration of all of the Operations software and applications. Routinely analyzes and reports to Operations Management the data flow, data integrity and achieves functions for fixed-route and paratransit systems.
- Develops task level departmental specific standard operating procedures as they relate to computer application systems.
- Maintains technical currency/competency through trainings, seminars and periodicals.
- ~~Researches, analyzes and recommends upgrades or new applications as appropriate to support the department's mission and efficiency.~~

SUPERVISORY RESPONSIBILITIES

This job has no supervisory responsibilities.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the **technical** knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Excellent written and oral communications skills are essential. Must demonstrate the ability to understand and disseminate technical information and concepts to non-technical staff.

EDUCATION and/or EXPERIENCE

Bachelor's degree from a four-year college or university preferably in IT; and three years of related experience and/or training; or an equivalent combination of education and experience.

Job Title: Application Specialist
Department: Operations
Page 3

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally required to stand, walk, climb or balance, stoop, kneel, crouch or crawl, and to reach with hands and arms. The employee is regularly required to use hands to finger, handle, or feel. ~~sit, talk or hear.~~ The employee is frequently required to sit, talk or hear. ~~walk, stoop, kneel, crouch or crawl.~~ ~~The employee is occasionally required to stand, climb or balance.~~ The employee must frequently occasionally lift and/or move up to 25 50 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, color vision, peripheral vision, and depth perception, and the ability to focus.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly occasionally exposed to moving mechanical parts and is regularly exposed to outdoor weather conditions. The noise level in the work environment is usually moderate.

RESOLUTION NO. 266-13**A RESOLUTION OF THE OMNITRANS BOARD OF DIRECTORS, SAN BERNARDINO COUNTY, CALIFORNIA AUTHORIZING THE FILING OF TRANSPORTATION DEVELOPMENT ACT, ARTICLE 4, REIMBURSEMENT CLAIM TO THE SAN BERNARDINO ASSOCIATED GOVERNMENTS.**

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

WHEREAS, a portion of these services are funded through the Transportation Development Act, Article 4, which are subsequently administered and distributed by the San Bernardino Associated Governments, not to exceed the amount approved by the Omnitrans Board of Directors, in the adopted budget for Fiscal Year 2014.

NOW, THEREFORE BE IT RESOLVED BY THE OMNITRANS BOARD OF DIRECTORS, that: the Omnitrans CEO/General Manager is hereby authorized to file an Article 4, transportation development act claim with the San Bernardino Associated Governments not to exceed the amount approved by the Omnitrans Board of Directors, in the adopted budget for Fiscal Year 2014.

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Omnitrans Board of Directors, at their regular meeting held on the 1st day of May, 2013, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Milo Victoria, CEO/General Manager
Secretary, Omnitrans Board of Directors

The foregoing resolution is hereby approved this 1st day of May 2013.

Dick Riddell
Board Chair, Omnitrans Board of Directors

Approved as to form:

Carol Greene
Counsel for Omnitrans

RESOLUTION NO. 267-13**A RESOLUTION AUTHORIZING THE FILING OF FISCAL YEAR 2014 APPLICATIONS WITH FEDERAL, STATE AND LOCAL FUNDING SOURCES, PARTICULARLY THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY TITLE 23 U.S.C. AND TITLE 49 U.S.C. CHAPTER 53 AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.**

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

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

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

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

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

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

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

CERTIFICATION

The undersigned duly qualified CEO/General Manager acting on behalf of Omnitrans certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Omnitrans Board of Directors held on this 1st day of May 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

Milo Victoria, CEO/General Manager
Secretary, Omnitrans Board of Directors

The foregoing resolution is hereby approved this 1st day of May 2013.

Dick Riddell
Chair, Omnitrans Board of Directors

Approved as to form:

Carol Greene
Counsel for Omnitrans

THE SAN BERNARDINO SUN

March 29, 2013

ITEM #E15



THE OMNITRANS sbX BUS RAPID TRANSIT (BRT) CONSTRUCTION PROJECT

Express Transit Service Coming To CSUSB

With an Omnitrans sbX Bus Rapid Transit (BRT) station at California State University, San Bernardino, thousands of students will have access to express public transportation that is safe, efficient and environmentally friendly.

In all there will be 16 station locations and four park-and-ride facilities along the 15.7-mile line that will connect students and staff to various neighborhoods, entertainment destinations, restaurants and services in San Bernardino and Loma Linda. We look forward to having you Get On Board with sbX in 2014!



*"sbX will be a great way for
students to get to school."*

- Brian Kennedy, student at California
State University San Bernardino



www.omnitrans-sbx.com



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CORRECTIONS: Did you find an error? Let us know.

LETTERS: Have an opinion? We want to hear it. Send a letter to the editor.

TIPS: Is there a story we should be covering? Tell us about it.



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2. Suspect arrested in November slaying of 76-year-old in San Bernardino
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5. Teen shot, killed outside party in Victorville
6. Inland Empire restaurant business on the upswing
7. Dehydrated 3-month-old twins found next to mother's body
8. San Bernardino gang cops swarm the city
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10. Cold case arrest prompts cross-country probe

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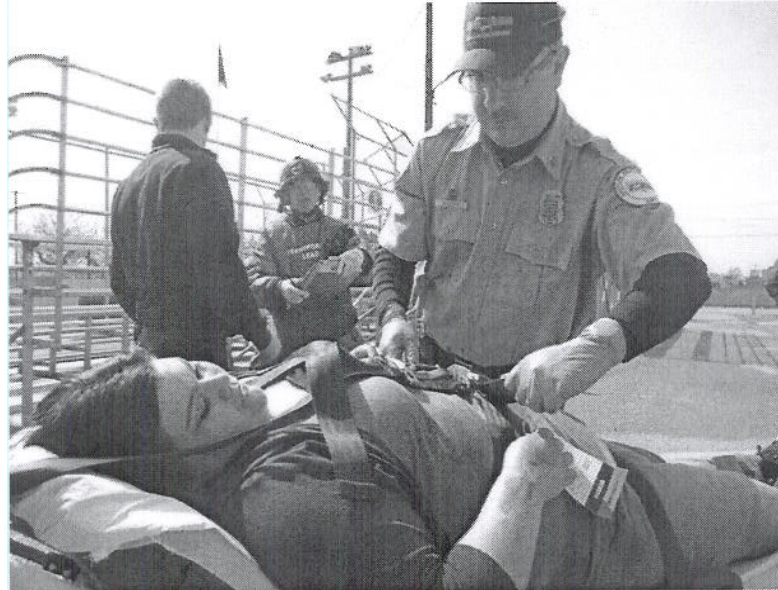
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Colton, Loma Linda firefighters hold shooting scenario drill

By Melissa Pinion-Whitt

melissa.pinion-whitt@inlandnewspapers.com @lecrime on Twitter

Posted: 04/04/2013 02:36:42 PM PDT



Aaron Byers, an emergency medical technician with American Medical Response, prepares to load Nancy Yoda, 27, of Riverside into an ambulance during a Colton Fire Department training drill Thursday. The drill scenario involved a gunman on an Omnitrans bus who shot multiple passengers. (Melissa Pinion-Whitt/Staff Writer)

COLTON — Twenty women from Summit Career College received strange looks and double-takes as they grabbed breakfast Thursday morning.

The San Bernardino surgical technician students had clothing and skin covered in fake blood, and some hammed it up by lumbering like cast members from "The Walking Dead."

Their garb was not for television, but for a drill being conducted by Colton and Loma Linda firefighters.

"I'm excited to play a dead person," said Cheyenne Simpson, 19, of Riverside.

Colton Fire Department hosts a mass casualty drill annually. Their drill last year revolved around a scenario of a bomb exploded around vehicles, injuring several people.

Thursday, the scenario involved a gunman who opened fire on an Omnitrans bus, killing eight people and injuring a dozen.

Thirteen firefighters, three American Medical Response employees, as well as personnel from Omnitrans participated.

When the surgical tech students were asked by their teacher if they could help in the drill, they happily agreed.

"We might be called into a situation like this down the line," said Ada Salcido, 35, of Perris.

After arriving on the scene, firefighters walked onto the bus, finding "victims" screaming and sprawled on the floor. More victims wandered around outside.

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Firefighters placed different-colored tarps near the bus where victims - ranging from critically wounded to people with minor injuries - were held before being taken away in an ambulance.

Colton Firefighter/paramedic John Boggs said the drill is good practice if the real thing ever occurs.

"When we do it in real life, we don't have to think about it. We just do it," Boggs said.

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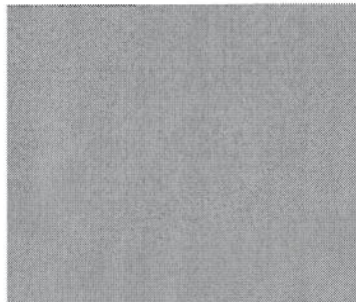
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Carpet Cleaning Services, located at 1100 South Coast Highway Suite L, Laguna Beach.

Carpet Cleaning Services, located at 1100 South

ITEM # F1

DATE: May 1, 2013

TO: Board Chair Dick Riddell & Members of the Omnitrans Board of Directors

FROM: Milo Victoria, CEO/General Manager

SUBJECT: CEO/GENERAL MANAGER'S REPORT

Ridership for March 2013 was 1,364,160 compared to 1,389,043 in March 2012. This is a 1.8 percent decrease from March of last year.

Year-to-date system-wide ridership through March 2013 was 12,195,950, which is an increase of 0.63 percent from last year-to-date. Fixed route ridership increased by 64,298 passengers year-to-date. Ridership on Access increased by 12,717 passengers, and OmniLink decreased by 376 passengers. OmniGo ridership was 100,200, which is a 2.1percent increase over March 2012.

Year-to-date pass outlet sales through March 2013 increased by 21,952 units with 96,743 sold compared to 74,791 last year. This represents an increase of 29.4 percent. Revenue from bus pass and ticket sales, combined with the Go Smart college program revenue, was up 3 percent through March (\$4,260,028.55 vs. \$4,134,478.25 last year, an increase of \$125,550.30).

Year-to-date fixed route revenue through March 2013 was \$10,016,134 compared to \$10,089,718 last year, which is a decrease of 0.73 percent.

On-time performance for March 2013 was 85.6 percent.

During the month of March, there were three vandalism incidents – one in Fontana and two in San Bernardino.

Omnitrans participated in nine outreach events in March – San Bernardino City of Readers Family Reading Festival, March 2; Travel Training Bus at Summit High School in Fontana, March 5; Travel Training Bus at TELACU Buena Vista Senior Apartments in San Bernardino, March 5; Redlands Sustainability Festival, March 9; Ontario Employer Rideshare Workshop, March 12; Travel Training Bus at Sunrise/Loveland Senior Apartments in Fontana, March 19; Go Smart Outreach at Chaffey College in Rancho Cucamonga, March 27; Rolling Start Advocacy Group Presentation in San Bernardino, March 28; and Go Smart Outreach at Chaffey College in Rancho Cucamonga, March 28.

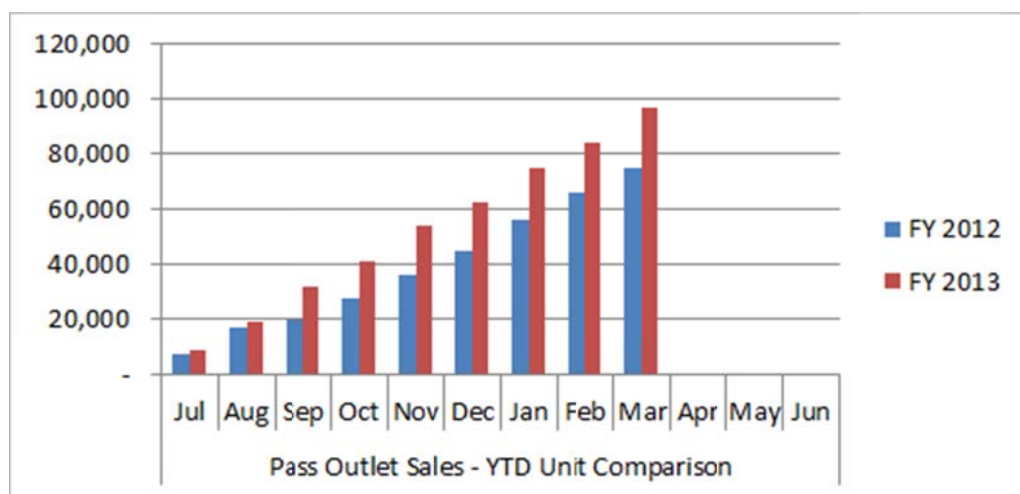
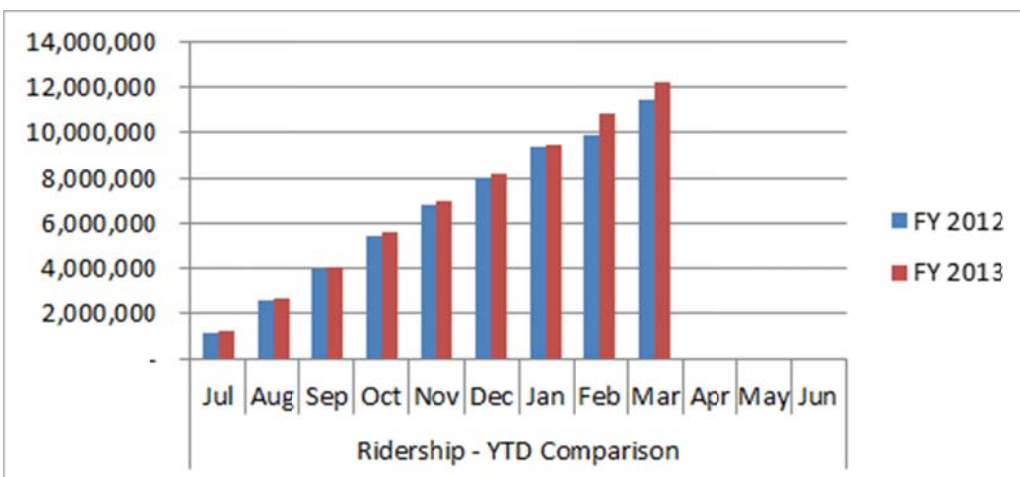
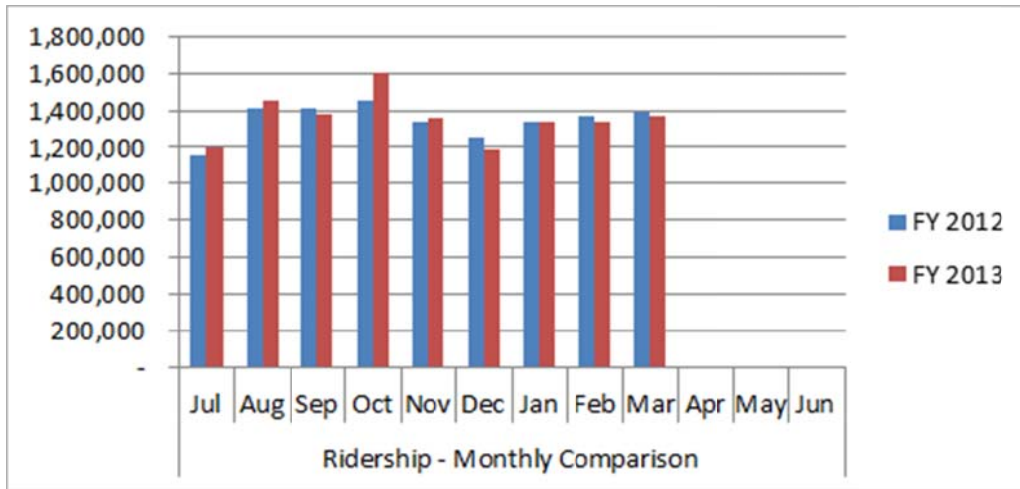
CEO/General Manager Victoria attended the CalTIP Spring Board Meeting, April 10 – 12, in Sacramento.

Board Chair Dick Riddell and Members of the Omnitrans Board of Directors
May 1, 2013 – Page 2

In April, Omnitrans reached 100 million miles driven on our clean, compressed natural gas-powered buses. This is a significant environmentally-friendly accomplishment.

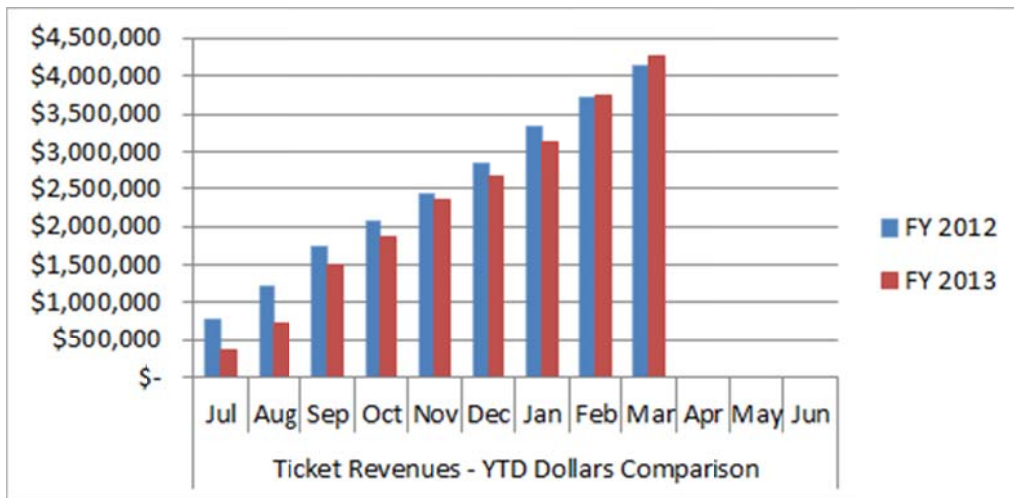
MV:CA

CEO/General Manager Report - March 2013

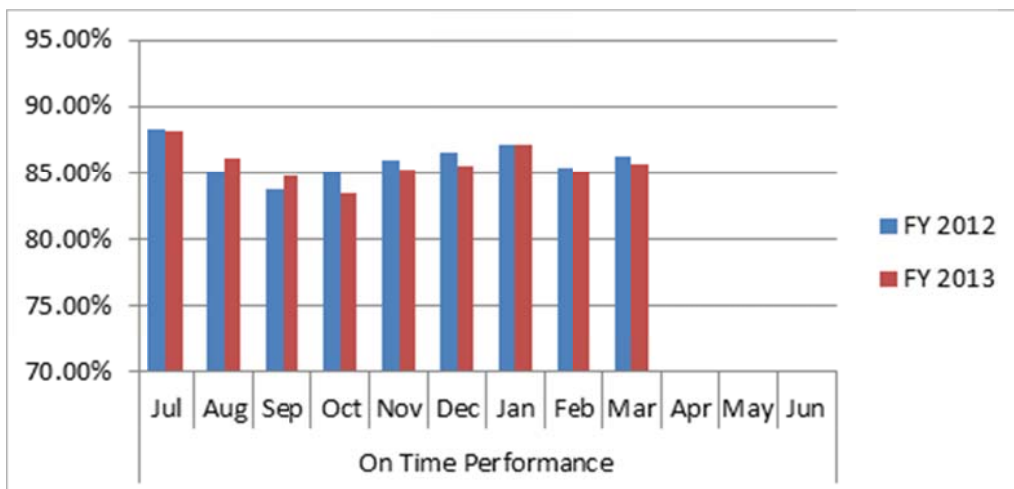
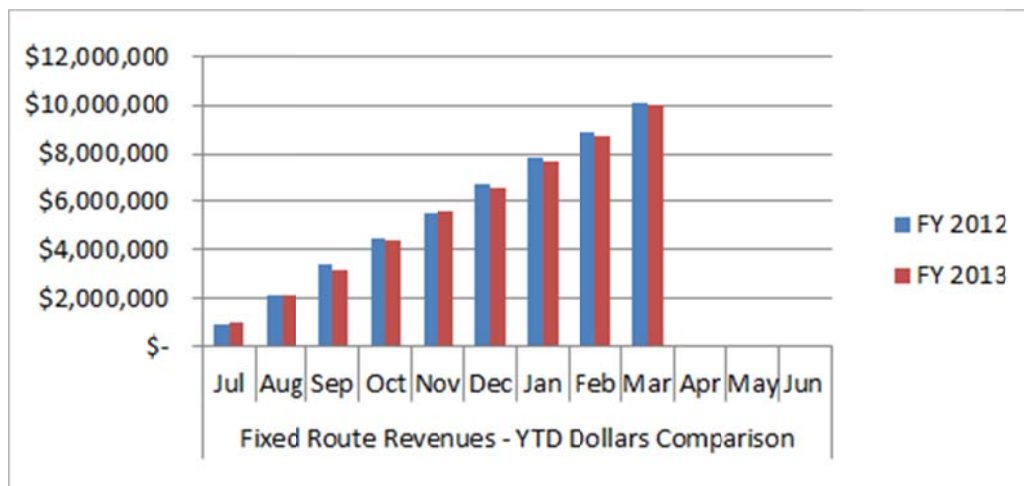


*Significant difference due to large purchase by San Bernardino County

CEO/General Manager Report - March 2013



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



ITEM # F2

DATE: May 1, 2013

TO: Board Chair Dick Riddell & Members of the Omnitrans Board of Directors

FROM: Milo Victoria, CEO/General Manager

SUBJECT: FISCAL YEAR 2014 MANAGEMENT PLAN

FORM MOTION

Adopt the Fiscal Year 2014 Management Plan.

The Fiscal Year 2014 budget was reviewed by the Administrative & Finance Committee at its April 8, 2013, meeting, and recommended to the Board of Directors for approval.

BACKGROUND

The Management Plan consists of the following four elements:

1. Management Element – *Identifies tasks that require special attention, attention beyond the day-to-day operational and management goals and a plan of action to realize them;*
2. Service Element – *Provides an overview of Omnitrans service offerings, its performance and fare policy;*
3. Marketing Element – *Focuses on expanding the ridership market share, enhancing community awareness and customer service through marketing and outreach efforts, and*
4. Budget Element – *Identifies expenses and revenues for implementing the plan*

Management Element

Based on direction received from the Board of Directors and subsequent discussions with the Senior Leadership Team, we have prepared a short-term, results-oriented Management Plan that will maintain Omnitrans' momentum in Fiscal Year 2014 until the completion of the Comprehensive Operational Analysis (COA) and the preparation and adoption of our next 2035 Strategic Plan (Strategic Network and Policy Plan) and the FY 2015 - 2020 Short Range Transit Plan (SRTP).

The FY 2014 Management Element describes our highest-priority projects and planning. Within this context, the Senior Leadership Team has identified 12 key goals to accomplish in FY 2014 and the people who will lead those tasks. The Board of Directors reviewed and endorsed these goals during the February Board of Directors workshop.

In addition, we recommend that the Board reaffirm or approve the following items to provide clearer values-based guidance on service development and priorities. Decisions on these issues will be an important dimension of the Strategic Plan and SRTP to be concluded, as well as completion of the COA.

1. **Reaffirm Omnitrans' allocation of resources between the productivity goal and the coverage goal for 2014 through 2020.** In the past, the Omnitrans Board has set a policy of devoting at least 65% of agency resources to services designed to maximize productivity (ridership/service cost). The remaining 35% of resources are devoted to predictably low-productivity service that provides basic access to areas that would otherwise not have transit at all.
2. **Improve Omnitrans' on-time performance standards.** In the recent COA and in Omnitrans' operations today, on-time performance is measured using an outdated measurement ill-suited to this transit system. Recently, the Transportation Development Act (TDA) triennial audit proposed lowering Omnitrans' on-time performance standard.

Instead, based on Board's direction, we propose to make our on-time performance standard more precisely reflective of the customer experience of reliability. To this end, for reasons explained in detail in the Management Element, we propose the following course of action for FY 2014:

- Maintain Omnitrans' (90%) standard for on-time performance, given how integral reliability is to the usefulness and appeal of any transportation mode (The Board reaffirmed current standard – 2/28/2013).
 - Enhance Omnitrans' on-time performance measurement by measuring reliability at timed transfer points (90%) – where a small delay can become an adverse event if it results in a missed transfer (Board endorsed expanding the on-time performance measure – 2/28/2013).
 - Enhance Omnitrans' on-time performance measurement by measuring reliability of headway (90%) on frequent service lines. (Board endorsed expanding the on-time performance measure – 2/28/2013).
3. **Evaluate the relative priority of transportation investments.** The Omnitrans Board of Directors must work with the SANBAG Board of Directors to evaluate the current funding priority order with respect to bus transit, in light of high and growing bus ridership in the San Bernardino Valley, and the need for transit services at various levels to work together.

SANBAG currently allocates funds to eligible projects using the priority order listed below.

1. Administration.
2. Planning and programming.

3. Pedestrian and bicycle projects.
4. Passenger rail projects (Metrolink, Redlands Rail, and other regional rail activities).
5. Consolidated Transportation Service Agency (VTrans).
6. Transit Operations (Omnitrans).

This priority order is based upon the sequence outlined in Public Utilities Code (“PUC”) Section 99233¹ for allocating local transportation funding under the Transportation Development Act, but the legislation does not specify a certain percentage allocation of funding for bus or rail transit. Priorities for allocation amounts are left up to the SANBAG Board of Directors.

Bus transit is currently serving the majority of transit trips in the San Bernardino Valley, and as such, is a key player in the transit network. An adequate level of funding is needed for bus transit to continue growing ridership and meeting regional mobility goals.

Service Element

The FY2014 Service Element describes the services that Omnitrans intends to provide during Fiscal Year 2014 along with the corresponding fare structure. The Service Element proposes: 1) a status quo year for continuing services including fixed route, OmniLink and Access; 2) the introduction of the sbX Green Line; and, 3) three definitional changes to Omnitrans fare structure.

The Service Element outlines that Omnitrans is experiencing the fastest, sustained ridership growth in over a decade. Over the last three years, ridership has jumped 11% and that average weekday ridership was 14% higher in October 2012 than it had averaged in the previous seven years. Omnitrans ridership is growing faster than national bus service and faster than peers serving a similar sized population.

Despite these growth trends, Omnitrans has not had the opportunity to fully capitalize on the ridership growth. An unfinished Comprehensive Operational Analysis (COA) and uncertain funding future for transit in the San Bernardino Valley hamper Omnitrans ability to expand its traditional services. As a result, Omnitrans proposed a generally status quo year for continuing services. The only proposed service modification is a slight reduction to Route 2 service that currently mirrors the sbX Green Line.

Planned for revenue service beginning in January 2014, the sbX Green Line will be the primary service addition for the year. During the first full year of operation, the sbX Green line is expected to transport 1.4 million passengers. The introduction of the first of ten BRTs planned

¹ Pursuant to Public Utilities Code (“PUC”) Section 99233, the LTF (Local Transportation Funds) shall be allocated by the designated transportation planning agency (“TPA”) for the purposes specified in PUC sections 99233.1 to 99233.9, inclusive, in the sequence provided in those sections. San Bernardino Associated Governments (“SANBAG”) is the TPA and the county transportation commission for San Bernardino County.

for the San Bernardino Valley will be the culmination of ten years of planning, development and construction. Details surrounding the introduction of sbX will be developed during FY2014 as outlined in Goal #2 of the Management Element.

Collectively, Omnitrans offerings are expected to deliver 795,000 revenue hours of service and carry 17,180,000 passengers during FY2014. Prior to the introduction of sbX, Omnitrans is anticipating a 1.7% growth in ridership. In the months following the launch of sbX, ridership is expected to grow 8.9%. With the start of sbX service set for January FY2014, the overall annual increase in ridership is expected at 5.3%. Service levels and ridership goals can be seen in the table below.

System Total (in Thousands except vehicles and ratios)		Actuals			Estimate	Projection	Annualized
		FY2010	FY2011	FY2012	FY2013	FY2014	FY2014
Financial	Fare Revenue	\$ 14,527	\$ 15,053	\$ 14,930	\$ 14,900	\$ 15,088	\$ 16,044
Operating Data	Revenue Miles	10,810	10,598	10,851	10,766	10,817	11,023
	Total Miles	12,155	11,817	12,019	11,916	11,951	12,155
	Revenue Hours	807	783	796	800	795	804
	Total Hours	884	857	868	871	866	875
	Passengers	14,751	14,891	16,152	16,315	17,180	17,595
Fleet Data	Peak Revenue Fleet	237	237	242	242	253	253
Key Stats	Passengers per Hour	18.3	19.0	20.3	20.4	21.6	21.9

During FY2014, Omnitrans proposed no fare change, but Omnitrans does propose three definitional fare changes to the fare policy. These are detailed in the service element and summarized below:

1. Student/Youth Fare: In order to simplify fare enforcement and because many post-high school students have had the opportunity to participate in Go Smart, Omnitrans proposes shifting from a Student Pass (18 years of age and under or a Student) to a Youth Pass (18 years of age and under) for 7-day and 31-day passes.
2. Access Subscription Fare: Omnitrans proposes allowing Access eligible riders who are accepted into the subscription program to pay the normal cash/ticket fare, rather than a premium subscription fare. This effectively reduces the subscription fare for the four current riders that participate in the program but offers to expand subscription efficiency to Omnitrans Access scheduling as the use of reoccurring subscription trips increases.
3. Go Smart: Omnitrans proposes simplifying the definition of Go Smart. This simplification removes the current negotiated price of \$15 per student per year at participating schools from the definition of the fare, which provides more flexibility in establishing the right fare per school moving forward. Additionally, the definition of eligible participants in the Go Smart program was expanded to include employers in case such an opportunity presents itself in the coming years.

In proposing the fare policy modification, Omnitrans held a public hearing on March 19, 2013. A total of 12 comments were received and most of the comments pertained to items other than the fare modifications presented. These comments were responded to and are available upon request. Additionally, per Federal Transit Administration (FTA) guidelines, Omnitrans completed a Title VI Fare Equity analysis to ensure that any of the proposed modifications did not present an adverse impact to the minority or low income populations.

Marketing Element

The Annual Marketing Element begins with a look at existing conditions and a review of Omnitrans' strengths, weaknesses, opportunities, and threats in the marketplace. Target markets are defined and marketing strategies are outlined to achieve marketing goals and objectives. In Fiscal Year 2014, the Omnitrans Marketing Department will continue efforts to increase ridership and enhance community awareness through targeted marketing and outreach efforts. The launch of sbX passenger service will be a focal point.

Through the first half of the current fiscal year, Omnitrans ridership increased 1.6 percent compared to the prior year compared to a target of 2.4 percent growth by year end. Ridership growth has been influenced by high gasoline prices which generated record ridership in October. Another factor is the success of the Go Smart student program which is being utilized by 22 percent of enrolled students at partner colleges. Also, ridership growth on our I-215 freeway express route and OmniGo community shuttle routes is outpacing overall system growth. Still, the local double-digit unemployment rate remains a negative influence on ridership as over one-third of trips are work related.

The typical Omnitrans passenger is a young, working, English-speaking Hispanic woman with a high school education. Over 60 percent of rider households earn less than \$20,000 annually. About 16 percent of riders are students and 9 percent are senior citizens. Omnitrans passengers are heavily transit-dependent; nearly half do not have a driver's license and only 18 percent have a car readily available to them. The primary reason for riding Omnitrans is to get to work, followed by school, shopping, and medical trips.

The goal of the Marketing Department is to use its resources to generate a high level of public support and awareness of Omnitrans services and to promote increased use of those services. To achieve these goals, several strategies will be employed: launching the sbX service, marketing local fixed route service to core and niche markets, promoting OmniGo service, continuing the Go Smart program, expanding community outreach and travel training, increasing Hispanic outreach, promoting fare media, improving customer communications, enhancing passenger amenities, and proactive media relations.

The Marketing Department will add one Marketing Maintenance Worker during Fiscal Year 2014 to provide amenities maintenance on the sbX line. Combined costs for public relations, advertising, promotion, outreach, and printing are projected at less than \$0.06 per passenger trip.

Budget Element

The Agency proposes for Fiscal Year 2013-2014 an increase in the Operating Budget of \$2,293,385 or 3.31%, and a decrease in the Capital Budget of \$1,689,565 or 6.09%. The total budget is as follows:

Budget	FY 2012-13	FY 2013-14	\$ Change	% Change
Operating Budget	\$ 69,272,707	\$ 71,566,092	\$ 2,293,385	3.31%
Capital Budget	\$ 27,748,732	\$ 26,059,167	\$(1,689,565)	(6.09)%
Less Capital Used For Operating	<u>\$(13,269,422)</u>	<u>\$(13,229,455)</u>	<u>\$(39,967)</u>	<u>(.30)%</u>
TOTAL BUDGET *	\$ 83,752,017	\$ 84,395,804	\$ 643,787	.8%

**Depreciation is not included*

The proposed budget for FY 2013-14 includes an operating budget of approximately \$71.6 million (excluding depreciation) and a capital budget of approximately \$26.1 million. The capital budget includes \$13.2 million used to pay for operating expenditures. Thus, the total proposed expenditures for Omnitrans are budgeted at \$84,395,804.

The prior year FY 2012-13 operating budget was approximately \$69.3 million (excluding depreciation) and a capital budget of approximately \$27.8 million. Excluding capital used for operations, the total budget was \$83,752,017. The \$643,787 increase or .8% difference between the proposed FY 2013-14 budget and the prior year is principally related to a decrease in capital funding used for revenue vehicles offset by the increase in the operating budget for the sbX implementation.

OPERATING BUDGET

The proposed FY 2013-14 operating budget of \$71,566,092 is up \$2,293,385 or 3.31% compared to FY 2012-13. The increase in the FY2013-14 budget is largely contributed to start up of the sbX service. It is anticipated that Omnitrans will have approximately eight months of operating costs in FY2014. The operating budget assumes no increases in wages across all pay categories and no increase in benefit buckets for the represented units.

OPERATING	FY 2012-13 Adopted	FY 2013-14 Proposed	Change	% Change
Salaries and Benefits	\$ 41,715,416	\$ 41,504,738	\$ (210,678)	(.51)%
Services	\$ 3,113,848	\$ 3,091,835	\$ (22,013)	(.71)%
Materials and Supplies	\$ 9,626,859	\$ 9,303,479	\$ (323,380)	(3.36)%
Occupancy	\$ 2,806,839	\$ 3,219,474	\$ 412,635	14.70%
Casualty and Liability	\$ 2,500,587	\$ 5,160,993	\$ 2,660,406	106.39%
Taxes	\$ 60,000	\$ 49,282	\$ (10,718)	(17.86)%
Purchased Transportation	\$ 8,896,180	\$ 9,123,745	\$ 227,565	2.56%
Printing and Advertising	\$ 948,600	\$ 909,558	\$ (39,042)	(4.12)%
Miscellaneous	\$ (903,351)	\$ (1,213,796)	\$ (310,445)	34.37%
Leases and Rentals	\$ 507,729	\$ 416,782	\$ (90,947)	(17.91)%
TOTAL OPERATING *	\$ 69,272,707	\$ 71,566,092	\$ 2,293,385	3.31%

** Depreciation is not included*

CAPITAL BUDGET

The proposed FY 2013-14 Capital Budget includes funding to make numerous repairs and upgrades to the Agency's various areas, funding for revenue vehicles, computer equipment and software, preventative maintenance and a decrease in funding for facilities.

CAPITAL	FY 2012-13 Adopted	FY 2013-14 Proposed	Change	%Change
Facilities	\$ 4,426,467	\$ 1,417,000	\$ (3,009,467)	(67.99)%
Revenue Vehicles	\$ 5,098,500	\$ 6,697,506	\$ 1,599,006	31.36%
Service Vehicles	\$ 470,000	\$ 565,000	\$ 95,000	20.21%
Computer Equip. /Software	\$ 2,684,343	\$ 3,385,000	\$ 700,657	26.10%
Shop Equipment	\$ 0	\$ 433,000	\$ 433,000	100%
Operating/Other	\$15,069,422	\$13,561,661	\$ (1,507,761)	(10.0)%
TOTAL CAPITAL EXPENSES*	\$ 27,748,732	\$ 26,059,167	\$ (1,689,565)	(6.09)%

**Depreciation is not included*

The major change in capital expenditures year over year is the decrease in funding for facilities.

Overall, Omnitrans' management continues a fiscally sound approach to Omnitrans' finances ensuring that expenditures do not exceed the resources available. Our goal is to enhance financial stability with an emphasis on cost reduction and operational efficiency.

MV:RK

ITEM # F3

DATE: May 1, 2013

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Maurice A. Mansion, Treasury Manager

**SUBJECT: AMEND FISCAL YEAR 2008-2013 SHORT RANGE TRANSIT PLAN TO
INCLUDE FISCAL YEAR 2014**

FORM MOTION

Authorize the CEO/General Manager to amend the Fiscal Year 2008 – 2013 Short Range Transit Plan (SRTP) to include Fiscal Year 2014 as part of the approved Omnitrans' Short Range Transit Plan.

BACKGROUND

Omnitrans updates the Short Range Transit Plan (SRTP – operating, capital plan and service policy document) every two years to reflect the most current financial projections. Due to lack of financial projections, Omnitrans has not been able to update the FY 2008 – 2013 SRTP since 2007. Consequently, the SRTP is seriously out-of-date.

It is already too late to prepare the FY 2014 – 2020 SRTP; as a result we will have to amend (extend) the current SRTP that expires on June 30, 2013, by one year to enable Omnitrans to access FTA funding in FY 2014. Without an approved SRTP, Omnitrans will not be able to drawdown FTA funds.

Upon completion of the COA by SANBAG, coupled with Board's vision for Omnitrans and any additional analysis as required, we will prepare the new SRTP that would cover the span from FY 2015 – 2020.

The SRTP contains information necessary for the San Bernardino Associated Governments (SANBAG) approval of the plan as required by California Public Utilities Code § 130252. Approval of the SRTP by SANBAG, the County's Transportation Commission, provides for the proposed operating and capital projects to be programmed in the Regional Transportation Improvement Program (RTIP) and the Capital Improvement Program (CIP) of the Congestion Management Plan (CMP). The approval of the SRTP provides for Omnitrans claim for Local Transportation Funds (LTF), State Transit Assistance Funds (STAF), Valley Measure I E & D funds, Valley Measure I Bus Rapid Transit (BRT)/Express Bus funds, and the submittal of grants

to the Federal Transit Administration under 49 U.S.C. § 5307 and 5309 and Congestion Mitigation and Air Quality (CMAQ) funds.

Furthermore, SANBAG administers the Transportation Development Act (TDA) funds and with the approval of the Omnitrans SRTP, will issue allocation and disbursement instructions for LTF and STAF to the County Auditor/Controller. SANBAG also administers the Valley Measure I funds and will process payments to Omnitrans consistent with the SRTP.

CONCLUSION

Approval of the requested action will enable Omnitrans to draw down funds FTA funds for Fiscal Year 2014 while preparing a new Short Range Transit Plan for Fiscal Year 2015.

MV:mm

ITEM # F4

DATE: May 1, 2013

TO: Board Chair Dick Riddell & Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

SUBJECT: AUTHORIZE AWARD OF CONTRACT MKT13-67, BUS STOP AMENITY TRASH RECEPTACLES

FORM MOTION

Authorize the CEO/General Manager to award Contract MKT13-67 to All Purpose Manufacturing, Inc., of Oceanside, CA, for the provision of Bus Stop Amenity Trash Receptacles for a two-year period beginning May 15, 2013 and ending May 14, 2015, in the amount of \$91,246.41, plus a ten percent contingency of \$9,125, and the 3.27% Cost Allocation Plan (CAP) of \$3,282, for a total not-to-exceed amount of \$103,653.41.

BACKGROUND

Maintaining the appearance of passenger amenities is important to maintaining a positive image for the agency as well as the image of the jurisdiction where amenities are located. Omnitrans maintains 366 bus shelters and 288 stand-alone bus benches throughout the service area, all of which include one or more matching trash receptacles. Omnitrans staff will replace trash receptacles at the bus stop shelters over a two-year period. Each twenty-gallon trash receptacle has a hinged and lockable lid and mounts directly to the shelter leg support. Most of the trash receptacles are over 12 years old and are in need of replacement due to vandalism, component failure and fading paint.

On March 6, 2013, Omnitrans' Board of Directors authorized the release of Invitation for Bids IFB-MKT13-67 for the provision of trash receptacles for Omnitrans' bus stops throughout its service area. The Independent Cost Estimate for this project is \$272,425 and is based on previous purchases. Public notices were published in a local newspaper of general circulation. Outreach was conducted through Omnitrans' PlanetBids website to increase the number of firms notified of the available solicitation.

Five bids were received electronically on March 27, 2013. Four bids were found to be responsive and responsible.

Listed below are the bid prices:

Company	Price*
All Purpose Manufacturing, Inc.	\$91,246.41
Creative Pipe, Inc.	\$141,307.08
Tolar Manufacturing Co., Inc.	\$176,940.04
Engineered Concepts, Inc.	\$205,787.67

** Price includes sales tax, shipping and delivery*

Award is being made to the lowest responsive and responsible bidder. This procurement meets the requirements of Omnitrans' current Procurement Policies and Procedures.

FUNDING SOURCE

Funding for this procurement is as follows:

FUNDING	GRANT #	FISCAL YEAR	PROJECT NAME	AMOUNT
FTA	CA-90-Z009	2013	Stops & Zones	\$82,922.73
STA	TBD	2013	Stops & Zones	\$20,730.68
Total:				\$103,653.41

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

CONCLUSION

If this contract is not awarded this would lead to further degradation of the appearance of trash receptacles at bus stop shelters and benches throughout the Omnitrans service area.

MV:JMS:CV



CONTRACT AGREEMENT

between

ALL PURPOSE MANUFACTURING, INC.
614 AIRPORT ROAD
OCEANSIDE, CA 92054
(hereinafter "CONTRACTOR")

Telephone: 877-877-8006
Fax: 877-967-8006

And

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

CONTRACT DOCUMENTS

CONTRACT NO.
MKT13-67

Bus Stop Amenity Trash Receptacles

Contract Amount: \$91,246.41

Omnitrans Project Manager:

Name: Allen Wild
Title: Stops & Stations Supervisor
Telephone: (909) 379-7153
Fax: (909) 888-0524
Email: allen.wild@omnitrans.org

Contract Administrator:

Name: Christine Van Matre
Title: Contract Administrator
Telephone: (909) 379-7122
Fax: (909) 379-7322
Email: christine.vanmatre@omnitrans.org



TABLE OF CONTENTS

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

21.	EQUAL OPPORTUNITY.....	13
23.	NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES	13
24.	DISQUALIFYING POLITICAL CONTRIBUTIONS	14
25.	COMPLIANCE WITH LAW	14
26.	COMPLIANCE WITH LOBBYING POLICIES	14
27.	PUBLIC RECORDS ACT	14
28.	WAIVER/INVALIDITY	15
29.	FORCE MAJEURE.....	15
30.	CONFIDENTIALITY	15
31.	CONTRACTOR’S INTERACTION WITH THE MEDIA AND THE PUBLIC	16
32.	GOVERNING LAW	16
33.	MODIFICATIONS TO AGREEMENT	16
34.	PRECEDENCE	17
35.	ENTIRE AGREEMENT	17

ATTACHMENT A – REGULATORY REQUIREMENTS

EXHIBIT A – SCOPE OF WORK

This Agreement is made and entered into as of this _____ day of _____, 2013 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and All Purpose Manufacturing, Inc., (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities Code with power to contract for services described in Exhibit A to this Agreement entitled "Exhibit 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 Exhibit 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

This Agreement shall commence on _____, and shall continue in full force and effect through _____ (base period), unless earlier terminated or extended as provided in this Agreement.

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through _____, unless terminated as specified in Paragraphs 8 or 9. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The

"maximum term" of this Agreement shall be the period extended from _____ through _____..

3. **COMPENSATION**

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates stated herein in accordance with the provisions of this Section, and subject to the maximum cumulative payment obligation.

Trash Receptacles.....\$124.31 each; \$79,682.71 maximum

Total Shipping and Delivery.....\$5,000.00 maximum

Sales Tax 8.25%.....\$6,563.70 maximum

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed ninety-one thousand two hundred and forty-six dollars and forty-one cents (\$91,246.41), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

4. **INVOICING AND PAYMENT**

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

CONTRACTOR shall submit invoices in duplicate to:

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

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

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Unit Price, extended price and applicable taxes
- Information as requested by OMNITRANS

- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

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

5. AUDIT AND INSPECTION OF RECORDS

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

6. NOTIFICATION

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

To OMNITRANS:

To CONTRACTOR:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Contract Administrator

7. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

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

Project Manager: Allen Wild, Stops and Stations Supervisor.

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
 2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

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

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

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

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

8. 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 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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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

- A. **Commercial General Liability including Products/Completed Operations:** \$1,000,000 per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Endorsement naming Omnitrans as Additional Insured.*

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

Additional Insured:

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

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

Price Adjustments:

- A. Any change in the contract that causes an increase or decrease in cost to Omnitrans, or the time required for the performance of the contract, must be approved as prescribed herein.
- B. An equitable adjustment in the compensation and schedule will be made upon an approved Change Order.

- C. Contractor shall be liable for all costs resulting from, or for satisfactorily correcting, any and all unauthorized specification changes not properly ordered by written modification to the contract.
- D. Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (*FAR*) in effect at the onset of the Contract.

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 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.

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 re-assigned 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.

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 "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.

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, Regulatory Requirements, (3) Exhibit A, Scope of Work, (4) provisions of IFB-MKT13-67 and (5) CONTRACTOR's bid dated March 27, 2013.

35. ENTIRE AGREEMENT

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

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

OMNITRANS

ALL PURPOSE MANUFACTURING, INC.

MILO VICTORIA
CEO/General Manager

DEAN CHESTNUT
Vice President

Date

Date

Federal Tax I.D. No. 20-1812410

CM__

DP__

ATTACHMENT "A"

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.

B. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying

Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Omnitrans.

RR-15**BUY AMERICA *****A. Applicability**

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

- B.** Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

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

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

RR-16 CARGO PREFERENCE***A. Applicability**

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

B. USE OF UNITED STATES FLAG VESSELS

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

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

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

RR-17 FLY AMERICA**A. Applicability**

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

B. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their

contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RR-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 8.4%.

b. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Omnitrans deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid concurrent with and accompanying an initial proposal prior to award:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

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

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

d. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's receipt of payment for that work from the Omnitrans. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to his contract is satisfactorily completed.

e. Contractor must promptly notify Omnitrans whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Omnitrans.

RR-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 complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Omnitrans resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Omnitrans in completing the work.

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

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

extended. The judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

END OF REGULATORY REQUIREMENTS

EXHIBIT "A"
SCOPE OF WORK

1. INTRODUCTION

Provide trash receptacles for Omnitrans' bus stop shelters and benches. The trash receptacles will be replacement of existing trash receptacles at Omnitrans' bus stop locations.

2. GENERAL

- a. All materials and parts furnished to Omnitrans in fulfillment of this order shall be new. No used, reconditioned or obsolete parts will be accepted.
- b. Any one unit furnished shall be an exact duplicate in manufacture, design and construction to all other units supplied as part of this order.
- c. All units or parts shall conform in material, design and workmanship to the best practice known in the industry.

3. SCOPE OF WORK

- a. Provide pricing for purchasing trash receptacles for Omnitrans Bus Stop Amenities
- b. Pricing and delivery quote to be valid for 2 years
- c. Replace Shelter Trash Receptacles
 - 1) 20-gauge steel, 20 inches exterior height and 18 inches inside diameter, with hinged and lockable covered lid. Outside finish shall be a durable baked powder coating, 4-5 milliliters thick. The inside surface shall be applied with a rust inhibitor. Tolar Part #1578-01 or approved equal. See photo on page 5 herein. Successful bidder will be required to provide an approved equal for inspection and mounting compatibility prior to contract award.
 - 2) Trash receptacles must be able to bolt directly to shelter leg with no drilling of mounting holes.
 - 3) Locking clasp to accommodate "Master Lock" style keyed padlock. Locks not to be provided.
 - 4) Omnitrans' typical order will be 80-units at three-month intervals.
- d. Quantity: 641 total
 - 1) 571 Units RAL Color 5002
 - 2) 36 Units RAL Color 6000
 - 3) 30 Units RAL Color 6004
 - 4) 4 Units RAL Color 6016

BUS STOP AMENITY TRASH RECEPTACLES

5. DELIVERY

- a. The Contractor shall package the product(s) in such a manner as to prevent damage during shipment, receiving and storage. The Contractor shall also ensure that shipped product(s) are not damaged. Any damaged product(s) discovered upon receipt at FOB point will be returned for credit or replacement at no cost to Omnitrans.
- b. The agreed upon delivery date will be within forty-five (45) days of receipt of Omnitrans purchase order.
- c. Omnitrans will not pay any premium handling charges related to expedited shipping. Omnitrans shall pay for direct and actual freight charges. Omnitrans reserves the right to request proof of freight charges or validate referenced charges independently.
- d. A priced invoice or packing slip (with related P.O. number) shall accompany all deliveries.
- e. Deliveries shall be made to Omnitrans prepaid F.O.B. destination.
- f. Delivery Location:
 - Omnitrans
 - Attn: Stops & Stations Supervisor
 - Shipping & Receiving
 - 1700 West 5th St.
 - San Bernardino, CA 92411

6. WARRANTY PROVISION**a. Coverage**

All products supplied are warranted to be free from defects in material, workmanship for two (2) years beginning on the date of acceptance, except as specified below. The Contractor must submit their written standard limited warranty guarantee(s) to Omnitrans with their proposal.

- 1) The warranty shall start from the date the product is delivered. Omnitrans' Warranty Coordinator shall show date of acceptance or proof of purchase receipt to qualify for warranty coverage.
- 2) Any supplier or manufacturer's standard limited warranty coverage greater than that specified above must also be extended to Omnitrans.
- 3) Contractor is responsible for correcting all defects upon notification, at no cost to Omnitrans.

b. Limitations

Warranty coverage shall not apply to failures that have been caused or contributed by the following:

Improper: use, servicing, maintenance, inspection and testing.

BUS STOP AMENITY TRASH RECEPTACLES

Failure to comply with the original equipment manufacturer's (OEM's) operating, maintenance, servicing, inspection and testing requirements.

Use of inadequate, improper or incompatible component(s).

Accident, negligence, abuse, not caused by Contractor or OEM.

Unauthorized modification of equipment affecting design or performance characteristics.

Use of non-approved products as specified by the OEM.

c. **Repair Procedures**

Omnitrans may require the Contractor to supply new products for warranty related repairs being performed by Omnitrans. These products shall be shipped prepaid to Omnitrans from any source selected by the contractor within three (3) working days of receipt of the request for said products. Products supplied by the Contractor shall be OEM or approved equal.

d. **Servicing**

The Contractor may be requested to provide field service support for the correction of warranty failures as required by Omnitrans.

e. **Claims**

All warranty defects and failures will be submitted to the Contractor as an Omnitrans warranty claim. The Contractor shall notify Omnitrans of receipt and/or status of the claim.

- 1) The Contractor must notify Omnitrans in writing the disposition of a warranty claim within 15 days of receipt.
- 2) The Contractor must resolve all open warranty claims within 60 days after receipt. If the warranty claim is not resolved within the stated time frame the Contractor will be informed of Omnitrans' intent to automatically credit Omnitrans' accounts payable for the Contractor with the amount of the open claim.
- 3) The Contractor is required to notify the Omnitrans' Warranty Coordinator on the disposition of products within five (5) days after Omnitrans' request for a Return Material Authorization (RMA).

f. **Remedies**

Contractor shall promptly repair, replace and/or pay for all warranty defects including products, labor, and shipping and handling. The Contractor shall also reimburse for any progressive, compensatory and consequential damages or fines due to product failures.

g. **Reimbursement**

Contractor is required to reimburse Omnitrans for cost associated with a warranty repair claim or service request.

BUS STOP AMENITY TRASH RECEPTACLES

- 1) The product costs shall be based on the most current supplier contract price or the invoiced price for replacement.
- 2) The labor repair times shall be fair and reasonable and based on current OEM or industry Standard Repair Time (SRT) guidelines or an agreed upon repair time standard.
- 3) The Contractor is required to reimburse Omnitrans at an hourly shop labor rate based on Omnitrans' current labor cost accounting system. This labor rate is \$30.00 per hour based on current hourly pay rates plus benefits. This rate is reviewed, and changed if necessary, in February or March of each year and the Vendors affected will be notified.
- 4) The Contractor shall be assessed the cost of shipping or a 15% handling charge for product returns.

h. Systemic Defects

During the warranty period, when repairs or modifications necessitated by defective design, material, or workmanship occur to an extent in excess of 20% of the product (used for the same function in the same system or subsystem), the Contractor shall promptly furnish all necessary labor and material to effect such repairs and modifications for every product delivered under the contract, according to the terms and conditions outlined, including systems or subsystems in which the product has not yet failed.

i. Administration

Warranty claims, and other warranty issues shall be administered, coordinated and resolved with the Omnitrans' Warranty Coordinator and a Contractor's assigned representative.

- 1) For warranty repair claims or service requests which are determined by the Contractor not to be under warranty, the Contractor must forward a written failure analysis report and an itemized quote to Omnitrans' Warranty Coordinator and obtain an authorizing purchase order before proceeding with the repair.
- 2) The Contractor shall be able to electronically communicate on warranty coverage, registrations, claims, service requests and bulletins/alerts.
- 3) The Contractor is required to reference the Omnitrans warranty purchase order and warranty claim number when shipping warranty replacement products.
- 4) The Contractor is required to properly identify warranty returns or replacement products with a bill of lading.

TRASH RECEPTACLE



****End of EXHIBIT "A" Scope of Work****

ITEM # F5

DATE: May 1, 2013

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

SUBJECT: AUTHORIZE RELEASE - IFB-MNT13-100, BUS TIRE LEASE AND TIRE SERVICES

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT13-100 for the provision of Bus Tire Lease and Tire Services for a five-year period.

BACKGROUND

Omnitrans' current Contract MNT08-3 with Michelin for the lease of bus tires is due to expire on June 30, 2013. Omnitrans requires the continued services of a firm to provide its ongoing tire requirements. The Maintenance Department is seeking bids for the lease of bus tires and to provide tire services on an as-needed basis.

Based on a lease versus purchase analysis, it has been determined that it is more effective and efficient and less costly to lease rather than purchase tires. Moreover, a lease agreement greatly reduces the risk of potential tire disposal-related fines and product liability issues.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this five-year project is \$3,552,564.

FUNDING SOURCE

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

Department	1200
Expenditure Code	512400

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

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

CONCLUSION

By not proceeding with this solicitation, Omnitrans would no longer benefit by economies of scale and final unit prices would increase as a result.

MV:JMS:CV

ITEM # F6

DATE: May 1, 2013

TO: Board Chair Dick Riddell & Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE RELEASE – RFP-HR13-149
TEMPORARY EMPLOYMENT AGENCY SERVICES**

FORM MOTION

Authorize the CEO/General Manager to release Request for Proposals RFP-HR13-149 for the provision of Temporary Employment Agency Services for a three (3) year base contract, and two (2) one-year options beginning August 6, 2013, and ending no later than August 5, 2018.

BACKGROUND

Temporary personnel services are required when unexpected staffing shortfalls occur due to prolonged illnesses, leaves of absence, extended position vacancies, additional staff requirements for special projects, as well as other unforeseeable circumstances. Actual assignments vary in length based on the Agency's actual requirements.

The majority of Omnitrans' temporary personnel are clerical, custodial, maintenance, and utility service providers.

The Contract resulting from this RFP will require the provision of comprehensive temporary personnel, which will consist of a pre-employment screen, including the following:

- Employment Verification
- Reference Investigations
- Job Skills Testing
- Drug Screening
- Criminal Background Check
- Immigration Reform and Control Act of 1986
- California Driver's License

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 \$161,000 for the base period, plus the two (2) one-year options.

FUNDING SOURCE

The cost associated with this procurement will be budgeted in the various department's budgets as follows:

Department Number	Various
Expenditure Code	503990

_____ 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, reduce costs and allow forecasting of fixed rates for temporary services.

MV:JMS:aa

ITEM # G1

DATE: May 1, 2013

TO: Board Chair Dick Riddell and Members of the Omnitrans Board of Directors

THROUGH: Milo Victoria, CEO/General Manager

FROM: Maurice A. Mansion, Treasury Manager

**SUBJECT: PUBLIC HEARING, FEDERAL TRANSIT ADMINISTRATION
SECTION 5310 CAPITAL ASSISTANCE FOR FISCAL YEAR 2012**

FORM MOTION

Close the public hearing concerning the Federal Transit Administration (FTA), Section 5310 Capital Assistance for Fiscal Year 2012, held at 8:00 a.m., May 1, 2013, at the Omnitrans Metro Facility, 1700 West Fifth Street, San Bernardino, CA 92411.

SUMMARY

- The date and time was set for the Federally required public hearing allowing comment on projects involving Federal assistance.
- A public hearing affords the opportunity to obtain views of officials and citizens regarding the proposed use of Federal assistance and community support for the amended program of projects.
- This public hearing allows public non-profit transportation providers to come forward if they are readily able to carry out the proposed services.
- This will certify to FTA, that there are no private non-profit organizations available to carry out the service described in the application submitted by Omnitrans for Fiscal Year 2012.

BACKGROUND

In order to qualify for Federal assistance through the Federal Transit Administration (FTA), Omnitrans is required to hold a public hearing on the proposed use of Federal funds. FTA also requires that Omnitrans give the public sufficient notice, that if a public non-profit is able to provide the same service, the funds will not be sought, that any comments be incorporated into the grant application and that the notice include language which indicates that in the absence of substantive comments, the Federal assistance will be sought. Omnitrans is requesting \$600,000

in FTA Section 5310 capital funding to purchase eight (8) replacement paratransit vehicles. This funding source is made available for the special transit needs of elderly persons and persons with disabilities. Funds are allocated based on a statewide competitive basis, and are available to fund up to 100% of the purchase price for vehicles and equipment. Caltrans will determine which applicants receive funding.

Notification of award will occur by September 2013. If awarded, Omnitrans intends to use Section 5310 funding to purchase eight (8) replacement paratransit vehicles.

Public non-profit agencies listed in the Public and Specialized Transit Directory were contacted via e-mail and notified of the proposed hearing and service. Omnitrans intends to proceed unless one of the agencies comes forth at this hearing stating that they are able to provide the service.

CONCLUSION

In order for Omnitrans to qualify for Federal fund assistance and give the public an opportunity to comment, the Agency must hold a public hearing on the FTA Section 5310 capital assistance for Fiscal Year 2012. If no other agencies or individuals come forth at this hearing, Omnitrans is requesting to proceed with the application process. The Federal funds sought will allow Omnitrans to more efficiently and effectively provide public transportation services to elderly persons and persons with disabilities within the Agency's service area.

Attachment: Public Hearing Notice

MV:MM

NOTICE OF PUBLIC HEARING

OMNITRANS, the regional mass transportation carrier in San Bernardino County, will hold a public hearing to obtain comments from citizens regarding the proposed grant application for capital assistance for Fiscal Year 2012, which has been programmed for the following project:

Section 5310 Project Description	Total Cost	Federal Share
Eight (8) Replacement Paratransit Vehicles	\$600,000	\$600,000

Said public hearing will in conjunction with the Omnitrans Board of Directors' meeting, as follows:

Wednesday, May 1, 2013 at 8:00 a.m
Omnitrans Metro Facility Board Room
1700 West Fifth Street
San Bernardino, California 92411

At this meeting, all interested persons or agencies will be afforded an opportunity to be heard. Any person or agency may mail comments to the address listed above until Wednesday, May 1, 2013, to the attention of the Finance Department. Detailed information may be obtained by writing to the Omnitrans Finance Department or by calling (909) 379-7169.

ENVIRONMENT

No adverse environmental impact is anticipated as a result of these projects.

IN THE ABSENCE OF ANY SUBSTANTIVE COMMENTS, THE PROPOSED GRANT APPLICATION FOR CAPITAL ASSISTANCE FOR FISCAL YEAR 2012 WILL BECOME THE FINAL GRANT APPLICATION.

Milo Victoria
CEO/General Manager