



**AGENDA**  
**BOARD OF DIRECTORS**

**WEDNESDAY, MARCH 7, 2012**  
**8:00 A.M.**

**OMNITRANS METRO FACILITY BOARD ROOM**  
**1700 WEST FIFTH STREET**  
**SAN BERNARDINO, CALIFORNIA**



**BOARD OF DIRECTORS MEETING**  
**Wednesday, March 7, 2012 – 8:00 a.m.**  
**Omnitrans Metro Facility**  
**1700 West 5<sup>th</sup> 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 Recording Secretary at least three (3) business days prior to the Board Meeting. The Recording Secretary's telephone number is 909-379-7110 (voice) or 909-384-9351 (TTY), located at 1700 West Fifth Street, San Bernardino, California.

**A. CALL TO ORDER**

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

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Board Meeting: Wednesday, April 4, 2012 at 8 a.m.  
Omnitrans Metro Facility Board Room

**C. COMMUNICATIONS FROM THE PUBLIC**

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

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

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.

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**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-15 Action on Consent Calendar.

1. Approve Board Minutes – February 1, 2012
2. Receive & File Administrative & Finance Committee Minutes – January 9, 2012
3. Receive & File Special Administrative & Finance Committee Minutes – January 24, 2012

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**BOARD OF DIRECTORS MEETING**  
**Wednesday, March 7, 2012 – 8:00 a.m.**  
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**1700 West 5<sup>th</sup> Street**  
**San Bernardino, CA 92411**

**E. CONSENT CALENDAR CONTINUED**

4. Receive & File Continued Administrative & Finance Committee Minutes – January 26, 2012	16
5. Receive & File Agency Management Report – January 2012	17
6. Receive & File Affirmative Action Status Report as of February 3, 2012	27
7. Receive & File Fiscal Year 2012 Annual Management Plan – Key Performance Indicators – Second Quarter Report	28
8. Receive & File Report on Commercial Opportunities Resulting from Omnitrans’ Investment Activities	35
9. Authorize Release of Invitation for Bids IFB-IPMO12-10, Vehicle Maintenance Facility Construction	37
10. Authorize CEO/General Manager to Execute Funding Agreement with Central City Lutheran Mission	44
11. Authorize Amendment of FY12 Budget and 2008-2013 Short Range Transit Plan to Add Local Transit Funding Awarded as Part of the Article 3 Transit Stop Access Program	60
12. Approve Budget Assumptions for Preparing the Fiscal Year 2012-2013 Budget	62
13. Claims Filed Against Omnitrans – Information Item Only	65
14. Press Articles and Letters of Interest to the Board	66
15. 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	70
2. Adopt Revisions to Personnel Policy #402, Salary Ranges – Management Confidential Classifications	73
3. Receive and File Update on College Free Pass Program and Approve Pricing Plan for Ongoing Program Funded by Student Fees at Partner Colleges	79
4. Authorize CEO/General Manager to De-obligate Federal Transit Administration and State Transit Funds and Re-obligate Funds to sbX/BRT Design Guidelines Project, and Award Sole Source Contract for Omnitrans sbX/BRT Design Guidelines, Operating, and Maintenance Policy and Manual	82
5. Authorize CEO/General Manager to Execute Agreement with City of Yucaipa – Yucaipa Transit Center Phase II	90
6. Award Contract OPS12-14, Uniform Supply and Alteration Services	110
7. Receive & File Construction Progress Reports No. 1 and No. 2 through January 2012 – sbX E Street Corridor Project	117



**BOARD OF DIRECTORS MEETING**  
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**G. BOARD BUSINESS**

**Closed Session**

1. Conference with Labor Negotiator, Milo Victoria, concerning labor negotiations with the Amalgamated Transit Union, Local 1704, regarding the Coach Operator Unit, pursuant to Government Code Section 54957.6.
2. Evaluation of CEO/General Manager concerning unrepresented position of CEO/General Manager pursuant to Government Code Section 54947 and 54957.6

**H. REMARKS AND ANNOUNCEMENTS**

**I. ADJOURNMENT**



**DATE:** March 7, 2012

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

**THROUGH:** Milo Victoria, CEO/General Manager *MV*

**FROM:** Don Walker, Interim Director of Procurement *DW*

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

**FORM MOTION**

Staff hereby provides the Omnitrans Board of Directors with a listing of principals and subcontractors associated with action items on the agenda for the March 7, 2012 Board of Director's Meeting.

Item No.	Contract	Principals & Agents	Subcontractors
F-4	Award Sole Source Contract Omnitrans sbX/BRT Design Guidelines, Operating and Maintenance Policy and Manual	<i>Parsons Transportation Group, Inc.</i> Ontario, CA <i>Avrum Loewenstein,</i> Project Manager	<i>Gruen Associates</i> Los Angeles, CA <i>Elaine Carbrey,</i> Associate Partner
F-6	Authorize Award of Contract OPS12-14, Uniform Supply and Alteration Services	<i>P&amp;P Uniforms, Inc.</i> Temecula, CA <i>Paul Shanabarger, CEO</i>	None

MV



## Conflict of Interest Form

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

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

### I. Board Member Information

Board Member Name	City/County Name	Meeting Date

### II. Campaign Contributions

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

### III. Financial Interest

1. I have a financial interest of \_\_\_\_\_, from/in \_\_\_\_\_  
(State income, real property interest, or business position)      (Identify company or property location)  
 and therefore I am abstaining from participation on Agenda Item \_\_\_\_\_, Subject: \_\_\_\_\_
  
2. I have a financial interest of \_\_\_\_\_, from/in \_\_\_\_\_  
(State income, real property interest, or business position)      (Identify company or property location)  
 and therefore I am abstaining from participation on Agenda Item \_\_\_\_\_, Subject: \_\_\_\_\_

### IV. Signature

**Board Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please remember you must state the information into the public record prior to consideration of the involved agenda item(s) and turn in the complete form to the Recording Secretary prior to leaving the meeting.



Item #E-1

**BOARD OF DIRECTORS' MEETING  
MINUTES  
FEBRUARY 1, 2012**

**A. CALL TO ORDER**

Chair Dick Riddell called the regular meeting of the Omnitrans Board of Directors to order at 8:01 a.m., Wednesday, February 1, 2012, 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**

Mayor Dick Riddell, City of Yucaipa – Chair  
Councilmember Alan Wapner, City of Ontario – Vice Chair  
Councilmember Ron Dailey, City of Loma Linda  
Supervisor Neil Derry, County of San Bernardino  
Mayor Paul Eaton, City of Montclair  
Mayor Pro Tem Lee Ann Garcia, City of Grand Terrace  
Mayor Pro Tem Frank Gonzales, City of Colton  
Supervisor Josie Gonzales, County of San Bernardino  
Mayor Ed Graham, City of Chino Hills  
Mayor Pro Tem Penny Lilburn, City of Highland  
Mayor Pat Morris, City of San Bernardino  
Mayor Ray Musser, City of Upland  
Supervisor Gary Ovitt, County of San Bernardino  
Mayor Pro Tem John Roberts, City of Fontana  
Supervisor Janice Rutherford, County of San Bernardino  
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga  
Mayor Dennis Yates, City of Chino

**BOARD MEMBERS NOT PRESENT**

Mayor Pro Tem Paul Foster, City of Redlands  
Supervisor Brad Mitzelfelt, County of San Bernardino  
Councilmember Ed Palmer, City of Rialto

**OMNITRANS' ADMINISTRATIVE STAFF PRESENT**

Milo Victoria, CEO/General Manager  
Scott Graham, Director of Operations  
Robert Miller, Chief Financial Officer  
Sam Gibbs, Director of Internal Audit Services  
Marge Ewing, Director of Human Resources  
Wendy Williams, Director of Marketing  
Don Walker, Director of Finance  
Jack Dooley, Director of Maintenance  
Rohan Kuruppu, Director of Planning & Development Services  
William Tsuei, Director of Information Technology  
Ray Lopez, Director of Safety & Regulatory Compliance  
Omar Bryant, Maintenance Manager  
Milind Joshi, sbX Program Manager  
Ray Maldonado, Employee Relations Manager  
Maurice Mansion, Treasury Manager  
Jonathan Wu, sbX Construction Manager  
Mark Crosby, Loss Prevention Supervisor  
Nancy Strickert, Planning Project Manager  
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, March 7, 2012, at 8:00 a.m.

Employee of the Quarter and Employee of the Year was presented to Human Resources Analyst Meredith Tshilonda.

**C. COMMUNICATIONS FROM THE PUBLIC**

Prior to Communications from the Public, Member Rutherford commented about the problems getting the Board of Directors' agenda posted on the Omnitrans website within the required time period. CEO/General Manager Victoria said staff has been posting the agenda online for quite some time, but this month, there was a communication error in verifying that the agenda was posted on a timely basis. The agenda was posted immediately once we became aware of the issue, and staff took steps to ensure this would not happen again. Legal Counsel Greene said staff contacted her, and she determined there was substantial compliance in posting of the agenda, and the Board Meeting could continue. Staff has taken corrective action on this issue.

Jeff DeFillipes, San Bernardino, complimented several Coach Operators, including two that helped him when he had seizures on the bus.



Charlie Bryant, San Bernardino, said some Coach Operators are not friendly to passengers when they are boarding the bus and cause conflicts when enforcing bus rules.

#### **D. POSSIBLE CONFLICT OF INTEREST ISSUES**

None.

#### **E. CONSENT CALENDAR**

- 1) Approve Board Minutes – January 4, 2012
- 2) Receive & File Administrative & Finance Committee Minutes – November 14, 2011
- 3) Receive & File Agency Management Report – December 2011
- 4) Receive & File Notice of Public Hearings to Enhance OmniGo Service in Yucaipa
- 5) Receive & File Omnitrans' Fiscal Year Ended June 30, 2011 Audit Reports
- 6) Receive & File Summary of Risk Assessment Results and FY 2012 Internal Audit Workplan
- 7) Receive & File sbX E Street Corridor Project Right of Way Status Update – December 2011
- 8) Receive & File sbX E Street Corridor Project Quarterly Status Update – December 2011
- 9) Receive & File Response to Access Service Discussion from January 2012 Board Meeting
- 10) Resolution No. 257-12 Adopting and Authorizing Revisions to the Local Hazard Mitigation Plan, a Part of the San Bernardino County Operational Area's Multi-Jurisdictional Hazard Mitigation Plan
- 11) Claims Filed Against Omnitrans – Information Item Only
- 12) Press Articles and Letters of Interest to the Board

Member Rutherford requested clarification on Consent Calendar Agenda items #5, 9, and noted a typographical error on the Resolution under Agenda item #10. The word "objections" should be changed to "objective." Member Dailey requested clarification on Consent Calendar Agenda items 7 and 8. Staff did provide the requested information to Members Rutherford and Dailey.

On motion by Member Eaton, seconded by Member Lilburn and carried, the Consent Calendar was approved, with the typographical error change on Consent Calendar Agenda #10.

#### **F. DISCUSSION ITEMS**

- 1) CEO/General Manager's Report

CEO/General Manager Victoria reviewed the CEO/General Manager's Report for December 2011. He introduced Ray Lopez, the new Director of Safety & Regulatory Compliance. sbX Program Manager Joshi informed the Board of a sbX Partnering

Session that will be held Thursday, February 2. He introduced Dr. Barbara Gannon who will lead the partnering session.

- 2) Authorize CEO/General Manager to Execute Funding Agreement with Valley Transportation Services

Authorize the CEO/General Manager to execute a funding agreement with Valley Transportation Service (VTrans) for a three year travel training project for the sum of \$1,026,600. M/S/C (Yates/Morris)

- 3) Authorize CEO/General Manager to Execute Funding Agreement with Community Senior Services

Authorize the CEO/General Manager to execute a funding agreement with Community Senior Services (CSS) for a three year travel reimbursement program for the sum of \$293,280. M/S/C (Ovitt/Musser)

- 4) Authorize Release of Request for Proposals RFP-MNT12-15, Bus Cleaning Services

Authorize the CEO/General Manager to release solicitation RFP-MNT12-15 for the provision of Bus Cleaning Services for Omnitrans bus fleet for two base years, with three single-option years, beginning July 1, 2012 and ending no later than June 30, 2017. M/S/C (Yates/Eaton)

- 5) Authorize Award of Contract SAS12-06, Emergency Preparedness & Management Training

Authorize the CEO/General Manager to award Contract SAS12-06 to Willdan Homeland Solutions of Anaheim, CA, for the provision of Emergency Preparedness and Management Training Services for one year beginning February 20, 2012 and ending February 19, 2013. The contract amount is not to exceed \$149,500, plus a ten percent contingency of \$14,950, for a total not-to-exceed amount of \$164,450. M/S/C (Morris/F. Gonzales)

#### **G. CALL FOR PUBLIC OR ADVERTISED HEARINGS**

None.

#### **H. BOARD BUSINESS**

Closed Session

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

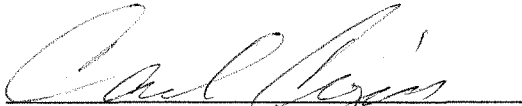
The Board adjourned to Closed Session at 8:50 a.m. The Board reconvened at 9:05 a.m. Legal Counsel Greene said no reportable action took place during Closed Session.

**I. REMARKS AND ANNOUNCEMENTS**

None.

**J. ADJOURNMENT**

The Board adjourned at 9:08 a.m. The next regular meeting is March 7, 2012 at 8:00 a.m. with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

  
\_\_\_\_\_  
Carol Angier, Recording Secretary



Item #E-2

**ADMINISTRATIVE & FINANCE COMMITTEE  
MINUTES  
January 9, 2012**

The Administrative & Finance Committee meeting was called to order by Chair Alan Wapner at 1:35 p.m. on January 9, 2012.

Committee Members Attending

Councilmember Alan Wapner, City of Ontario, Committee Chair  
Mayor Pro Tem Lee Ann Garcia, City of Grand Terrace  
Councilmember Frank Gonzales, City of Colton  
Mayor Ed Graham, City of Chino Hills  
Mayor Pro Tem John Roberts, City of Fontana

Committee Members Absent

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

Omnitrans Staff & Others Attending

Milo Victoria, CEO/General Manager  
Marjorie Ewing, Director of Human Resources  
Samuel Gibbs, Director of Internal Audit Services  
Wendy Williams, Director of Marketing  
Don Walker, Director of Finance  
Jack Dooley, Director of Maintenance  
Maurice Mansion, Treasury Manager  
Milind Joshi, sbX Program Manager  
Bart Hayashi, sbX Planning Manager  
Jonathan Wu, sbX Construction Manager  
Carol Greene, Legal Counsel  
Marc Davis, Mayer Hoffman McCann  
Monica Morales, SANBAG  
Carol Angier, Administrative Secretary

**C. Agenda Items**

1. Approve Administrative & Finance Committee Minutes of November 14, 2011

M/S (Roberts/Graham) to approve the minutes of the November 14, 2011 Committee meeting.

Member Garcia abstained as she was not at this meeting.

2. Receive & Forward to the Board Omnitrans' Fiscal Year Ended June 30, 2011 Audit Reports

CEO/General Manager Victoria said that as a recipient of federal, state, and local funding, Omnitrans is required to have annual audits. He introduced Marc Davis, Omnitrans' independent auditor from Mayer Hoffman McCann. Mr. Davis said the audit was conducted in September and October 2011. There were two findings from the audit. The first one is that salary needs to be charged to federal grants when applicable, and the second finding was that error reports need to be reviewed by an independent party before submittal.

There were four Best Practices recommendations from the audit:

- 1) Use of the P-Card by employees need to follow the established Omnitrans Procurement Policy.
- 2) There needs to be a record retention established regarding documents for NTD reports.
- 3) Information Technology Policies and Procedures need to be updated.
- 4) Employees should sign off on the Omnitrans Ethics Policy on an annual basis.

Chair Wapner asked what Omnitrans' response was to these findings and recommendations. Mr. Davis said management agreed with them all and have started implementation of the recommendations and correction of the findings.

M/S (Gonzales/Garcia) to receive and forward to Omnitrans Board of Directors the following audit reports for fiscal year ended June 30, 2011: Annual National Transit Database Reporting (NTD), Communication of Audit Results With Those Charged with Governance, Comprehensive Annual Financial Report (CAFR), Management Letter, Single Audit Report, and Transportation Development Act Compliance Report (TDA). Motion was unanimous by members present.

3. Receive and Forward to the Board Summary of Risk Assessment Results and FY 2012 Internal Audit Workplan

M/S (Graham/Roberts) to receive and forward to the full Board for receipt and file the results from the risk assessment and the FY 2012 Internal Audit Workplan, completed November 30, 2011. Motion was unanimous by members present.

4. Receive & File sbX Project Right of Way Status Update – December 2011

sbX Planning Manager Hayashi said that 100 percent of the properties are now in possession for the construction project. There still remain some price settlement negotiations for approximately 30 of the properties, but Omnitrans can now go on these properties. One property owner filed bankruptcy, but SANBAG does not consider this to be significant in the negotiations. As of December 22, \$7.2 million of the \$11.7 million right of way budget has been spent. It is anticipated that once all settlements are negotiated, the costs will exceed the \$11.7 million budget. However, the Board of Directors authorize \$1.9 million in contingency funds be spent to finalize negotiations. This should cover all the other expenses. From now on, the right of way update will be part of the sbX quarterly status update.

This was a receive and file agenda item.

5. Receive and File Quarterly Status Update – sbX E Street Corridor Project

sbX Program Manager Joshi said that construction for the sbX project was scheduled to start on December 21. Staff is still working on finalizing bonding and insurance requirements with the City of San Bernardino. All bonding and insurance has been completed with the City of Loma Linda. Construction should start within the next two weeks.

The final design for the Vehicle Maintenance Facility is completed and sent to the City of San Bernardino and other regulatory agencies for review. Construction bids are expected to be released in the first quarter of 2012.

Production has started on the 60-foot articulated sbX buses and is on schedule. The first bus delivery is scheduled to be in August or September, with the last bus arriving in March 2013.

Public outreach continues with town hall meetings with the public and stakeholders being scheduled, and meetings will be held with both San Bernardino and Loma Linda on the construction schedule and activities.

This was a receive and file agenda item.

6. Receive & File College Free Pass Program Status Update

Director of Marketing Williams said there is no new information to provide that is different from the presentation on the College Free Pass Program at the January 4 Board of Directors' meeting. Chair Wapner referred to the public comments at the Board Meeting regarding Access service. There seemed to be some misunderstanding that this program was for Fixed Route only. He asked if staff is looking into a program for Access. Director of Marketing Williams said staff is looking into reasonable options regarding Access fares for students. This will be part of a future follow up on the program. Member Graham asked about the status of the City of Rialto's acceptance of the program. Director of Marketing Williams said she continues trying to talk to staff and get the College Free Pass Program on their City Council agenda for approval. Member Graham suggested that a letter from the Omnitrans Board of Directors be sent to the City of Rialto in an attempt to speed this process up.

This was a receive and file agenda item.

7. Receive & File Forward Fuel Purchase Update

Director of Finance Walker said the market for LNG fuel continues to be soft, with the cost being 62 cents per gallon on our hedge and 27 cents per gallon on the spot market. Omnitrans still has a \$35,000 favorable variance on the fuel budget.

On January 31, our current fuel hedge contract will expire, and the contract with Morgan Stanley Smith Barney will become effective February 1. The LNG fuel hedge will be 52 cents per gallon on the new contract.

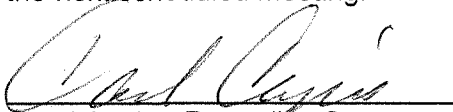
This was a receive and file agenda item.

**D. Closed Session**

1. Conference with Labor Negotiator, Milo Victoria, concerning unrepresented employees, pursuant to Government Code Section 54957.6

The Administrative & Finance Committee adjourned to Closed Session at 2:06 p.m. The Committee reconvened at 2:55 p.m. Chair Wapner said no reportable action took place during Closed Session. A second Administrative & Finance Committee meeting is scheduled for Tuesday, January 24, at 1:30 p.m. This Closed Session item will be the only agenda item for that meeting.

The Administrative & Finance Committee meeting adjourned at 2:56 p.m. to January 24, 2012 the next scheduled meeting.

  
\_\_\_\_\_  
Carol Angier, Recording Secretary



Item #E-3

**SPECIAL ADMINISTRATIVE & FINANCE COMMITTEE  
MINUTES  
January 24, 2012**

The Administrative & Finance Committee meeting was called to order by Chair Alan Wapner at 1:54 p.m. on January 24, 2012.

Committee Members Attending

Councilmember Alan Wapner, City of Ontario, Committee Chair  
Mayor Pro Tem Lee Ann Garcia, City of Grand Terrace  
Mayor Ed Graham, City of Chino Hills

Committee Members Absent

Mayor Paul Eaton, City of Montclair  
Mayor Pro Tem Paul Foster, City of Redlands  
Mayor Frank Gonzales, City of Colton  
Supervisor Gary Ovitt, County of San Bernardino  
Mayor Pro Tem John Roberts, City of Fontana

Omnitrans Staff & Others Attending


Milo Victoria, CEO/General Manager  
Robert Miller, Chief Financial Officer  
Marjorie Ewing, Director of Human Resources  
Don Walker, Director of Finance  
Maurice Mansion, Treasury Manager  
Carol Greene, Legal Counsel  
Carol Angier, Administrative Secretary

**C. Closed Session**

1. Conference with Labor Negotiator, Milo Victoria, concerning unrepresented employees, pursuant to Government Code Section 54957.6.

The Administrative & Finance Committee adjourned to Closed Session at 1:55 p.m. The Committee Meeting reconvened at 2:15 p.m. Chair Wapner noted that there were not enough Committee members for a quorum, and no reportable action was taken by the Committee. The Committee meeting will be continued to Thursday, January 26, at 10:30 a.m.

The Administrative & Finance Committee meeting adjourned at 2:16 p.m. to January 26, 2012 the next scheduled meeting.

  
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Carol Angier, Recording Secretary





Item #E-4

**CONTINUED ADMINISTRATIVE & FINANCE COMMITTEE  
MINUTES  
January 26, 2012**

The Administrative & Finance Committee meeting was called to order by Chair Alan Wapner at 10:34 p.m. on January 26, 2012.

Committee Members Attending

Councilmember Alan Wapner, City of Ontario, Committee Chair  
Mayor Paul Eaton, City of Montclair  
Mayor Frank Gonzales, City of Colton  
Mayor Pro Tem Lee Ann Garcia, City of Grand Terrace  
Mayor Ed Graham, City of Chino Hills  
Supervisor Gary Ovitt, County of San Bernardino

Committee Members Absent

Mayor Pro Tem Paul Foster, City of Redlands  
Mayor Pro Tem John Roberts, City of Fontana

Omnitrans Staff & Others Attending


Milo Victoria, CEO/General Manager  
Marjorie Ewing, Director of Human Resources  
Maurice Mansion, Treasury Manager  
Carol Greene, Legal Counsel  
Carol Angier, Administrative Secretary

**C. Closed Session**

1. Conference with Labor Negotiator, Milo Victoria, concerning unrepresented employees, pursuant to Government Code Section 54957.6.

The Administrative & Finance Committee adjourned to Closed Session at 10:35 a.m. The Committee Meeting reconvened at 10:50 a.m. Chair Wapner stated there was no reportable action taken during Closed Session.

The Administrative & Finance Committee meeting adjourned at 10:52 a.m. to February 13, 2012 the next scheduled meeting.

  
\_\_\_\_\_  
Carol Angier, Recording Secretary



**Jan-12**  
**FISCAL YEAR 2012**

**Agency Results**

**Operating Revenue**

January total Operating Revenue of \$5,574,145 is \$19,480 under budget. Year-to-Date (YTD) Operating Revenue of \$38,888,710 is \$266,667 under budget. The current month variance is driven primarily by advertising revenue being lower than planned. The YTD variance is driven by passenger fares, non-transportation revenue and capital funds for operations being lower than planned.

**Operating Expense**

January Operating Expense of \$5,889,172 is \$148,672 or 3% over budget. YTD Operating Expense of \$37,343,375 is \$2,840,127 or 7% under budget. The negative monthly variance is principally driven by Holiday pay being higher than planned for the month. The YTD variance is driven by labor, fringe benefits, material and supplies, services, casualty and liability all coming in under budget.

**Ridership**

During the month of January, Omnitrans carried a total of 1,332,494 passengers. This consisted of 1,293,190 on Fixed Route service and 39,304 on Demand Response routes. YTD Ridership is 9,367,118, which reflects a total system increase of 8.26% when compared to the same period last year.

### **Revenue Hours/Revenue Miles**

During the month of January, Omnitrans provided a total of 66,502 revenue hours reflecting an increase of 3.79% versus the same period last year. Omnitrans logged a total of 909,676 revenue miles during the month, reflecting an increase of 5.36% when compared to same period last year. YTD Omnitrans provided a total of 462,228 revenue hours reflecting an increase of .85% versus the same period last year. Also, YTD Omnitrans logged a total of 6,275,332 revenue miles reflecting an increase of 2.31% when compared to same period last year.

### **Farebox Recovery Ratio**

January farebox revenue for Fixed Route/Omnalink is \$1,145,665 versus \$1,145,578 for the same period last year. This is an increase of .01%. The farebox recovery ratio for the month is 23.97%. YTD farebox revenue for Fixed Route/Omnalink is \$7,846,967 versus \$7,753,820 for the same period last year. This is an increase of 1.20%. YTD farebox recovery ratio is 25.94%.

January farebox revenue for Access is \$129,2587 versus \$113,432 for the same period last year. This is an increase of 13.95%. Farebox recovery ratio for the month is 12.56%. YTD farebox revenue for Access is \$889,858 versus \$842,430 for the same period last year. This is an increase of 5.63%. YTD farebox recovery ratio is 13.01%.

## **Financials**

Total Salaries and Benefits of \$3,523,270 are \$100,660 over budget for the month of January. YTD Salaries and Benefits of \$23,433,924 are \$524,341 or 2% under budget. The negative monthly variance is driven by the timing of Holiday pay incurred. The positive YTD variance is primarily driven by headcount being less than planned.

Total Services are \$237,117 or \$17,066 under budget in January. YTD Total Services are \$1,200,553 or \$578,726 under budget. The positive monthly and YTD variances are principally driven by professional services being less than planned.

Materials and Supplies are \$762,534 or \$50,294 under budget in January. YTD Materials and Supplies are \$3,614,803 or \$1,074,997 under budget. The positive monthly and YTD variance is principally driven by gasoline and CNG fuel being less than planned. Also, the timing of the fuel tax credit is driving the positive YTD variance.

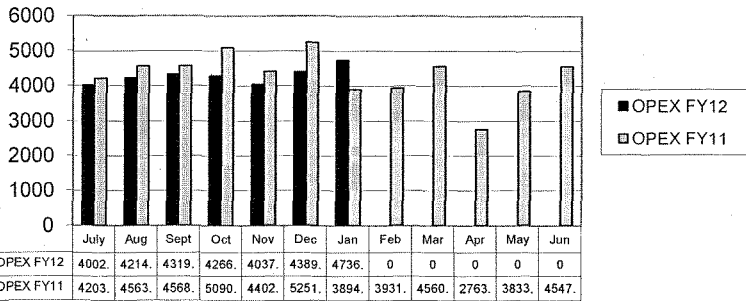
Purchased Transportation is \$728,493 or \$19,753 over budget in January. YTD Purchased Transportation is \$5,134,314 or \$173,133 over budget. The current month and YTD variance is driven by demand being up approximately 10% over the prior year.

Other Expenses are \$637,759 or \$95,619 over budget in January. YTD Other Expenses are \$2,959,781 or \$835,195 under budget. The current month overage is driven by printing and advertising, taxes and leases being higher than planned for the month. YTD variances are primarily driven by insurance, printing and advertising, utilities and maintenance budgets all coming in under budget.

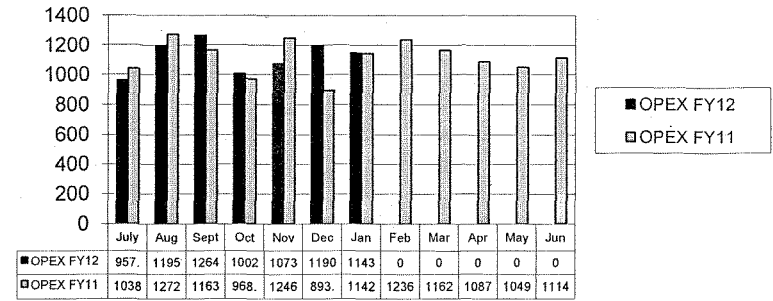
**PERFORMANCE STATISTICS  
FISCAL YEAR 2012  
January 2012**

	<u>Current Month</u>		<u>YR/YR</u>	<u>Year-To-Date</u>		<u>YR/YR</u>
	<u>Jan 2012</u>	<u>Jan 2011</u>	<u>inc/(dec)</u> <u>CURRENT</u>	<u>Jan 2012</u>	<u>Jan 2011</u>	<u>inc/(dec)</u> <u>YTD</u>
<b>Total Passenger Revenue &amp; Subsidy</b>						
Fixed Route	\$1,142,891	\$1,142,436	0.0%	\$7,824,890	\$7,722,660	1.3%
Demand Response	\$132,031	\$117,573	12.3%	\$911,935	\$874,592	4.3%
<b>Total Passengers</b>						
Fixed Route	1,293,190	1,201,634	7.6%	9,092,172	8,395,405	8.3%
Demand Response	39,304	36,716	7.0%	274,946	257,166	6.9%
<b>Farebox Recovery Ratio</b>						
Fixed Route/OmniLink	26.31%	19.29%		26.93%	24.73%	
Access	13.09%	14.14%		12.79%	14.07%	
<b>Total Passengers per Revenue Hour</b>						
Fixed Route	25.1	23.9	4.9%	25.5	23.3	9.5%
Demand Response	2.6	2.7	-1.1%	2.6	2.7	-3.4%
<b>Revenue per Passenger</b>						
Fixed Route	0.88	0.95	-7.0%	0.86	0.92	-6.4%
Demand Response	3.36	3.20	4.9%	2.60	3.40	-23.6%
<b>Cost per Passenger</b>						
Fixed Route	3.66	3.24	13.0%	3.30	3.90	-15.6%
Demand Response	27.25	26.50	2.8%	25.93	25.22	2.8%
<b>Cost per Revenue Hour</b>						
Fixed Route	91.95	77.52	18.6%	83.97	88.64	-5.3%
Demand Response	71.46	70.26	1.7%	67.33	67.77	-0.6%
	<u>Actual</u>	<u>Target</u>				
<b>On Time Performance</b>						
Fixed Route	87.11%	90%				
Demand Response	93.79%	90%				
<b>Headcount (includes PT Operators)</b>	625	644				

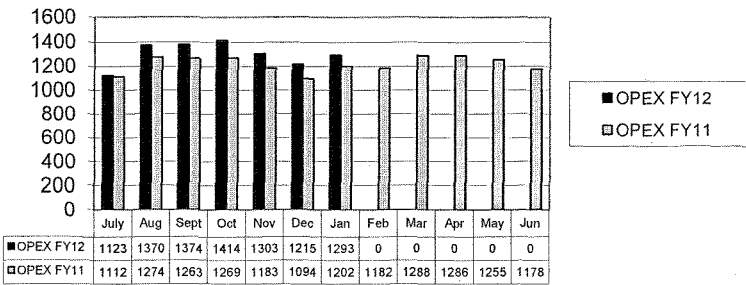
### Fixed Route Operating Expense Thousands



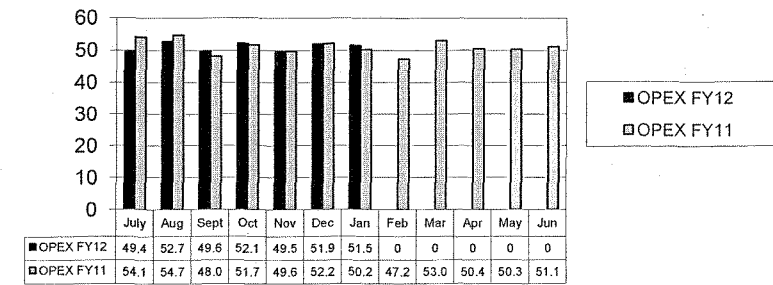
### Fixed Route Passenger Revenue Thousands



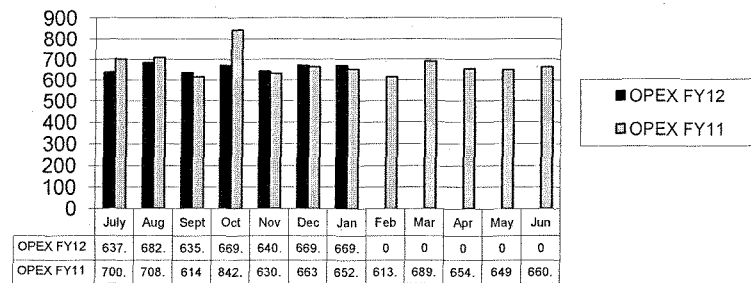
### Fixed Route Ridership Thousands



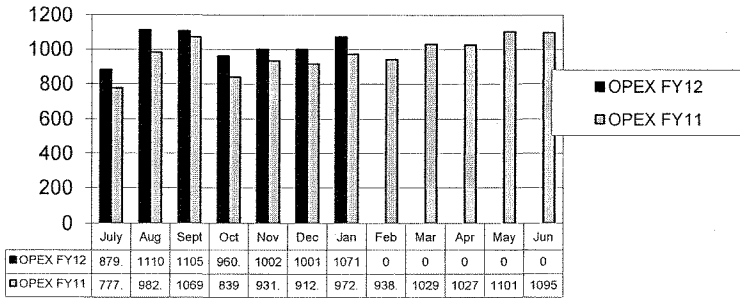
### Fixed Route Revenue Hours Thousands



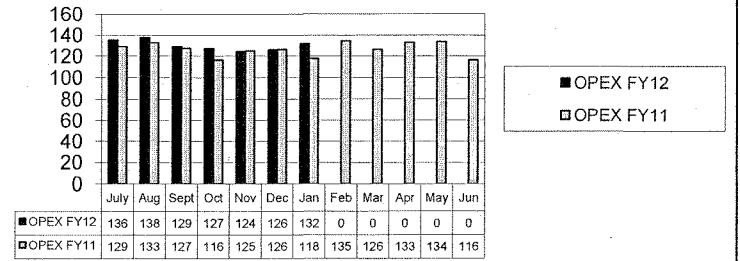
### Fixed Route Revenue Miles Thousands



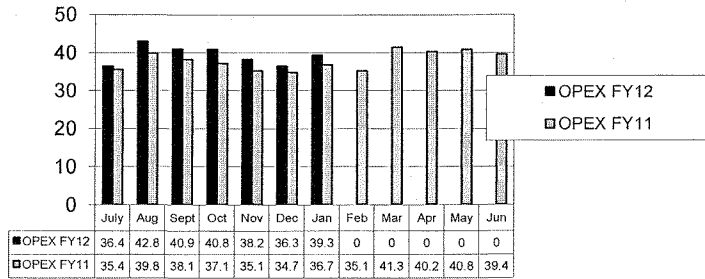
### Demand Response Operating Expense Thousands



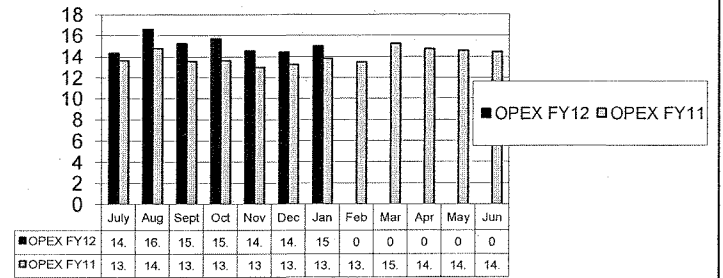
### Demand Response Passenger Revenue Thousands



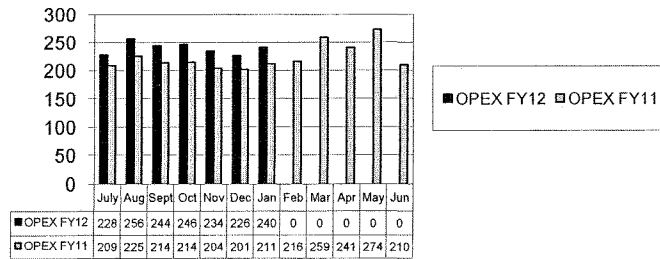
### Demand Response Ridership Thousands



### Demand Response Revenue Hours Thousands



### Demand Response Revenue Miles Thousands



**Statement of Operations**  
**Fiscal Year: 2012**

CURRENT MONTH: January 2011

YEAR-TO-DATE: January 2011

<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>	<u>Operating Revenues</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unf)</u>	<u>% of Budget</u>
1,248,351	1,243,062	5,289	100%	Passenger Fares	8,550,511	8,701,437	(150,926)	98%
26,571	23,719	2,852	112%	Measure I Subsidy - Fares	186,314	166,034	20,280	112%
380,448	380,448	0	100%	Measure I Subsidy - Operating	2,663,133	2,663,133	0	100%
60,515	75,417	(14,901)	80%	Auxillary Transportation Revenue	553,789	527,917	25,872	105%
(8,170)	0	(8,170)	0%	Non-Transportation Revenue	(62,668)	0	(62,668)	0%
2,493,008	2,493,008	0	100%	LTF Operating	17,451,056	17,451,057	(1)	100%
193,020	193,020	0	100%	STAF Operating	1,351,137	1,351,137	0	100%
1,180,402	1,184,952	(4,550)	100%	Capital Funds for Operations	8,195,438	8,294,663	(99,225)	99%
<u>5,574,145</u>	<u>5,593,625</u>	<u>(19,480)</u>	<u>100%</u>	<u>Total Revenues</u>	<u>38,888,710</u>	<u>39,155,377</u>	<u>(266,667)</u>	<u>99%</u>
				<u>Operating Expenses</u>				
2,017,209	2,088,146	70,937	97%	Labor	14,511,543	14,617,025	105,482	99%
1,506,061	1,334,463	(171,598)	113%	Fringe Benefits	8,922,381	9,341,240	418,859	96%
237,117	254,183	17,066	93%	Services	1,200,553	1,779,280	578,726	67%
762,534	812,829	50,294	94%	Materials and Supplies	4,614,803	5,689,800	1,074,997	81%
234,480	232,308	(2,172)	101%	Occupany	1,317,628	1,626,154	308,526	81%
187,407	206,632	19,225	91%	Casualty and Liability	1,210,149	1,446,425	236,276	84%
40,755	5,250	(35,505)	776%	Taxes and Fees	43,675	36,750	(6,925)	119%
728,493	708,740	(19,753)	103%	Purchased Transportation	5,134,314	4,961,181	(173,133)	103%
145,197	79,417	(65,780)	183%	Printing and Advertising	387,493	555,917	168,423	70%
(51,588)	(17,724)	33,864	291%	Miscellaneous Expense	(247,397)	(124,068)	123,329	199%
81,508	36,257	(45,251)	225%	Lease and Rental	248,233	253,799	5,566	98%
<u>5,889,172</u>	<u>5,740,501</u>	<u>(148,672)</u>	<u>103%</u>	<u>Total Operating Expense</u>	<u>37,343,375</u>	<u>40,183,503</u>	<u>2,840,127</u>	<u>93%</u>
<u>(315,028)</u>	<u>(146,875)</u>	<u>(168,152)</u>		<u>Net Gain ( Net Loss)</u>	<u>1,545,335</u>	<u>(1,028,125)</u>	<u>2,573,460</u>	
3,523,270	3,422,609	(100,660)	103%	Sal & Ben	23,433,924	23,958,265	524,341	98%
637,759	542,140	(95,619)	118%	Other	2,959,781	3,794,977	835,195	78%





**DATE:** March 7, 2012  
**TO:** Board Chair Dick Riddell and Members of the Omnitrans Board of Directors  
**THROUGH:** Milo Victoria, CEO/General Manager *MV*  
**FROM:** Mae Sung, Accounting Manager *MS*  
**SUBJECT: INVESTMENT STATUS**

**FORM MOTION**

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

**BACKGROUND**

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

**SUMMARY**

All of the Agency's investments are invested with the Local Agency Investment Fund (LAIF) and Union Bank. Please refer to the attachment for the investment activity of the Agency for the month of January, 2012. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

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OMNITRANS  
Treasurer's Report  
Month ending January 2012

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Interest Yield	Ending Balance
<b>Cash and Investments Under the Direction of the Treasurer</b>						
Local Agency Investment Fund		<u>\$11,927,313.76</u>			0.38%	
	Interest for QTR	\$ 5,833.95		\$ (850,000.00)	0.37%	
				\$ (1,850,000.00)	0.38%	
		\$ 9,200,000.00		\$ (1,600,000.00)	0.37%	
					0.36%	
		<u>\$21,133,147.71</u>		<u>\$ (4,300,000.00)</u>		
Net LAIF Funds				<u>\$16,833,147.71</u>		<u>\$16,833,147.71</u>
Fair Marketing Value	Fair Value Factor				1.001651997	<u>\$ 16,860,956.02</u>
Union Bank Money Market GMRA	Interest	\$ 5,533,167.82	\$713.82	(\$56,544.42)	0.15%	
				(\$1,888.44)		
		<u>\$ 5,533,881.64</u>		<u>(\$58,432.86)</u>		
				\$ 5,475,448.78		
				<u>\$ 5,475,448.78</u>		<u>\$ 5,475,448.78</u>
Citybank Morgan Stanley Futures Account	Initial Deposit		\$175,000.00			
	Gain/Loss for month		\$77,129.61			
			<u>\$ 252,129.61</u>			
				<u>\$ 252,129.61</u>		<u>\$ 252,129.61</u>
Union Bank CD		\$ 25,000.00			0.30%	
				<u>\$ 25,000.00</u>		<u>\$ 25,000.00</u>
		<u>\$1,147,155.72</u>				
	Passenger		\$1,044,007.09			
	Grants' Revenue		\$11,608,660.00			
	Miscellaneous Revenue		\$323,680.99			
	Transfers From (To) LAIF		\$4,300,000.00	(\$9,200,000.00)		
	Transfers From (To) Money Market		\$56,544.42			
	Transfers From (To) Morgan Stanley Futures Account			(\$175,000.00)		
	Transfers From (To) CD		\$18.91			
	Accounts Payable			(\$6,223,470.53)		
	Payroll and Payroll Taxes			(\$2,274,194.09)		
	Employee Benefits			(\$599,221.93)		
	Bank Service Charge			(\$7,438.99)		
			<u>\$18,480,067.13</u>	<u>(\$18,479,325.54)</u>		
Net Union Bank Operating Funds				<u>\$741.59</u>		<u>\$ 741.59</u>
Petty Cash		\$ 3,000.00				<u>\$ 3,000.00</u>

**Cash and Investments Under the Direction of Fiscal Agents**

Wachovia Bank N.A.	\$ 75,000.00	
Workmens' Comp. Adjuster		
York Insurance Services		<u>\$ 75,000.00</u>
<b>Total Cash &amp; Investments</b>		<u>\$ 22,692,276.00</u>

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  
Mae Sung, Accounting Manager

Approved by: Milo Victoria  
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:** March 7, 2012

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

**FROM:** Milo Victoria, CEO/General Manager *[Signature]*

**SUBJECT: PAYROLLS AND WARRANTS FOR JANUARY, 2012**

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

Payroll Period	Amount	Register #
12/28/11-01/10/12	\$296,416.99	01
01/11/12-01/24/12	\$294,139.60	02

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

Payroll Period	Amount	Register #
12/19/11-01/01/12	\$998,960.47	01
01/02/12-01/15/12	\$839,480.72	02

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

Register Date	Amount	Register #
01/05/2012	\$2,403,210.42	532-533
01/12/2012	\$2,033,099.08	534-535
01/19/2012	\$774,801.30	536
01/26/2012	\$1,012,359.73	537

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

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Submitted for the  
Board Meeting of:  
March 7, 2012

**OMNITRANS  
AFFIRMATIVE ACTION STATUS REPORT  
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT  
As of February 3, 2012**

DEPARTMENT	Total Positions*	MALE ETHNIC COMPOSITION						FEMALE ETHNIC COMPOSITION						Existing Vacancies	INTERVIEWED							APPOINTED						
		C	B	H	A	AI	2+	C	B	H	A	AI	2+		C	B	H	AS	AI	NH/PI	2+	C	B	H	A	AI	NH/PI	2+
OPERATIONS	450	75	101	78	7	1	0	51	87	42	1	1	0	6	0	0	3	0	0		0	0	0	1	0	0	0	0
MAINTENANCE	103	28	10	50	6	0	0	3	1	1	1	0	0	3	12	2	20	2	0		3	1	0	1	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	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	0
SAFETY/ SECURITY	5	2	0	1	0	0	0	1	0	1	0	0	0	0	2	0	2	2	0	0	0	0	0	1	0	0	0	0
MARKETING	23	3	0	5	0	0	0	3	1	11	0	0	0	0	3	0	0	1	0	0	1	1	0	0	0	0	0	0
PLANNING	7	2	0	0	1	0	0	1	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HUMAN RESOURCES	9	0	0	1	0	0	0	5	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROCUREMENT	22	7	1	5	0	0	0	5	2	0	0	0	0	2	19	6	21	1	1	1	7	1	0	1	0	0	0	0
FINANCE	12	0	2	0	2	0	0	3	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SBX	10	1	1	0	5	0	0	0	1	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AGENCY TOTAL	652	120	116	141	26	1	0	74	92	64	4	1	0	13	36	8	46	6	1	1	11	3	0	4	0	0	0	0

C = Caucasian \* Includes part time  
B = Black  
H = Hispanic  
A = Asian  
AI = American Indian  
2+ = Two or More Races

\*reflects numbers from the FY12 budget

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

PERCENTAGES							TOTAL
C	B	H	A	AI	2+		
30.36%	32.55%	32.08%	4.69%	0.31%	0.00%		100%



**DATE:** March 7, 2012 Item #E-7  
**TO:** Board Chair Dick Riddell and Members of the Omnitrans Board of Directors  
**THROUGH:** Milo Victoria, CEO/General Manager *[Signature]*  
**FROM:** William Tsuei, Director of Information Technology *[Signature]*  
**SUBJECT:** **FISCAL YEAR 2012 ANNUAL MANAGEMENT PLAN  
KEY PERFORMANCE INDICATORS -2<sup>ND</sup> QUARTER REPORT**

**FORM MOTION**

Receive and file Fiscal Year 2012 Annual Management Plan Key Performance Indicators – Second Quarter Report (July 1, 2011 through December 31, 2011).

**BACKGROUND AND SUMMARY**

In June 2011, the Board of Directors adopted the Fiscal Year 2012 Annual Strategic Plan, which includes the Annual Management Element, the Service Element, the Marketing Element and the Budget Element.

During the review of the Management Element, the Board requested that Omnitrans provide, on a quarterly basis, an update of the Key Performance Indicators as identified in the Management Element.

The Second Quarter Report covers the period of July 1, 2011 through September 30, 2011. The report will be updated on a quarterly basis with a year-end report for the fiscal year presented in August 2012.

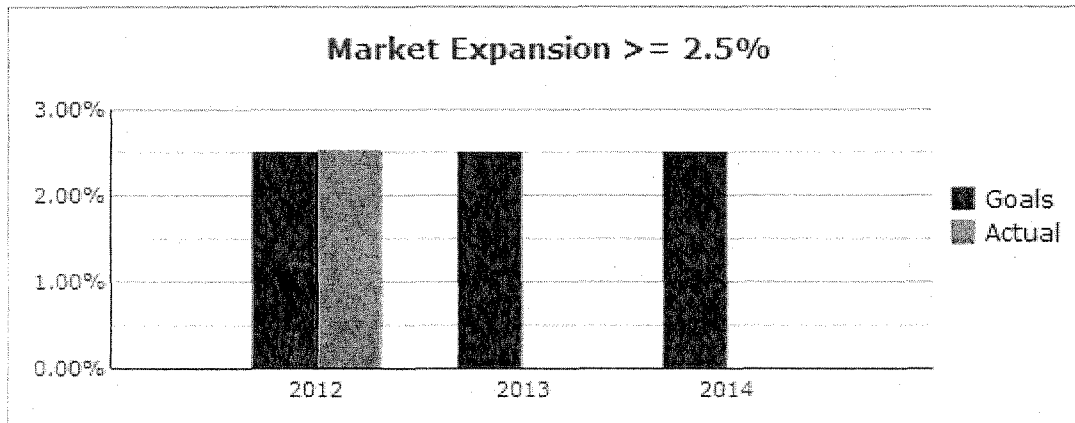
MV/WT

# OMNITRANS ANNUAL MANAGEMENT PLAN

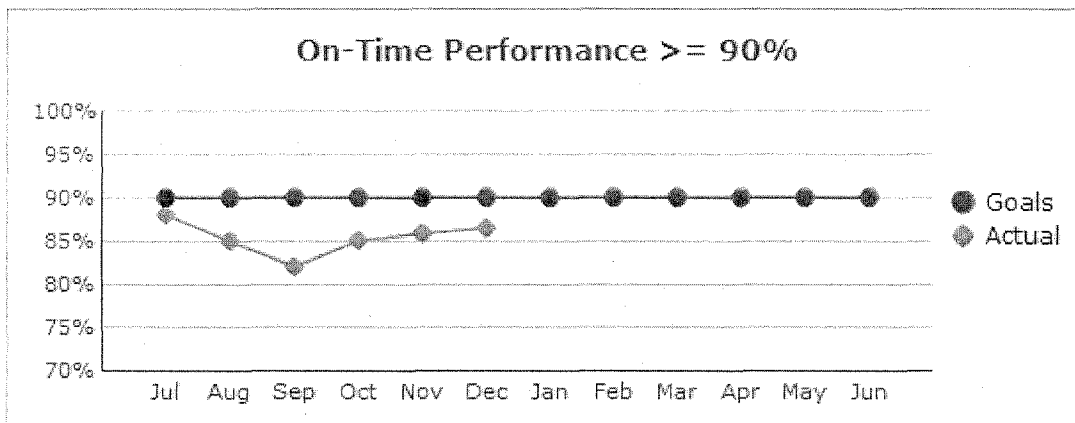
## Fiscal Year 2012

Second Quarter Report [Oct 1, 2011 – Dec 31, 2011]

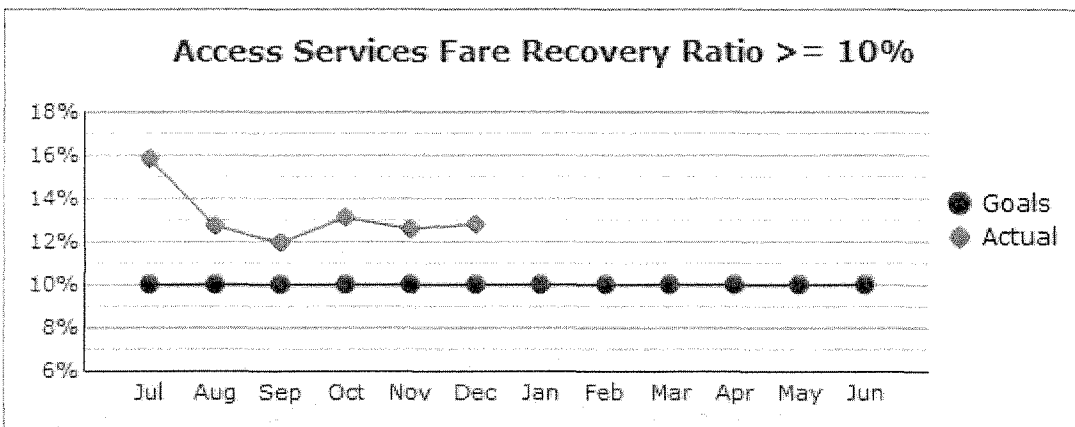
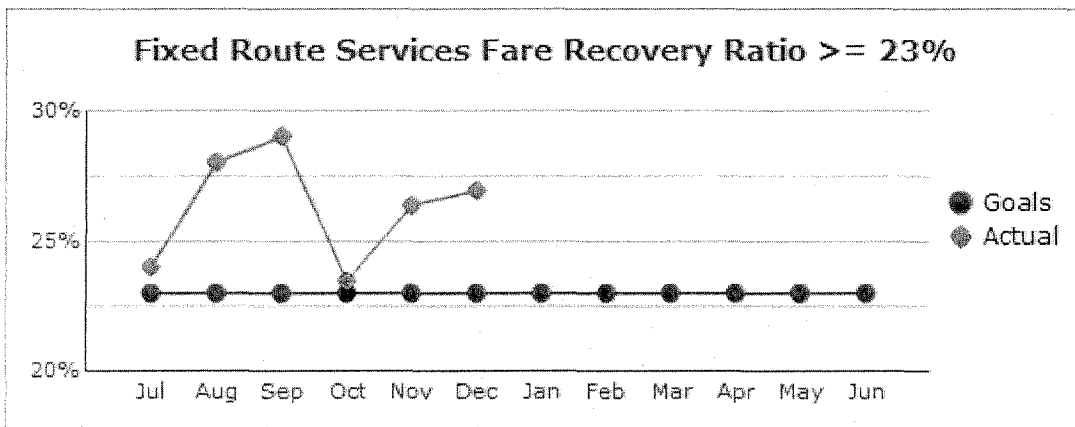
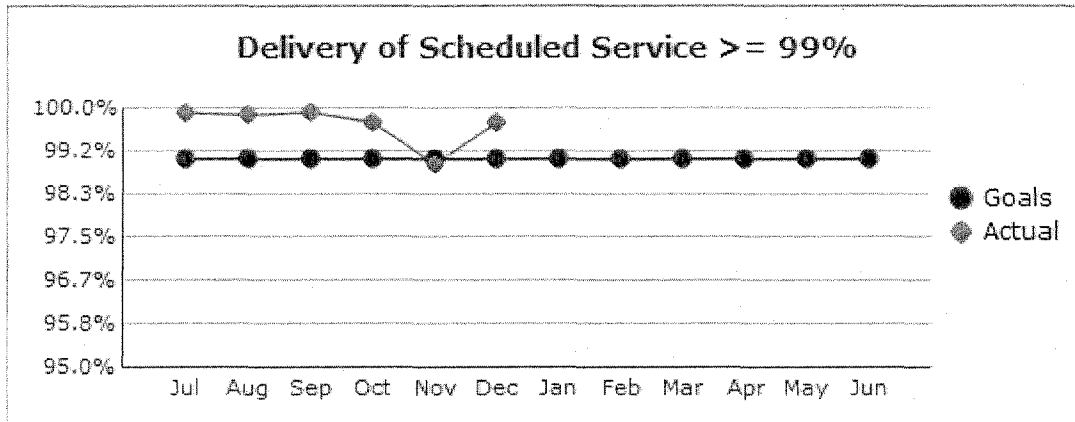
### Goal 1 - Partnerships



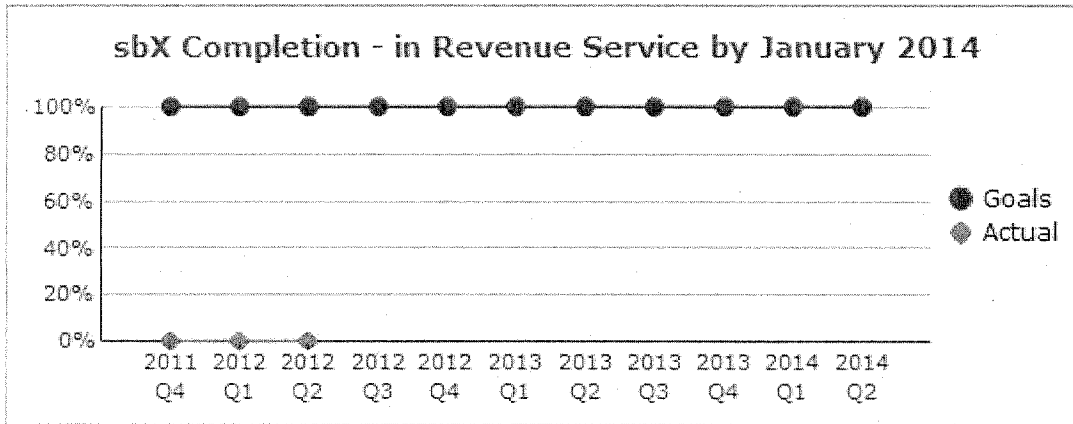
### Goal 2 - Operations



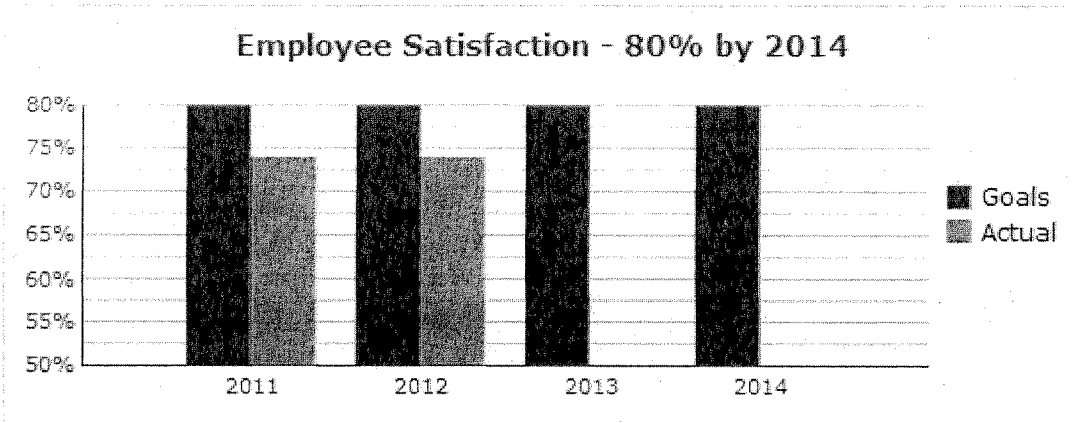
## Goal 2 - Operations



### Goal 2 - Operations



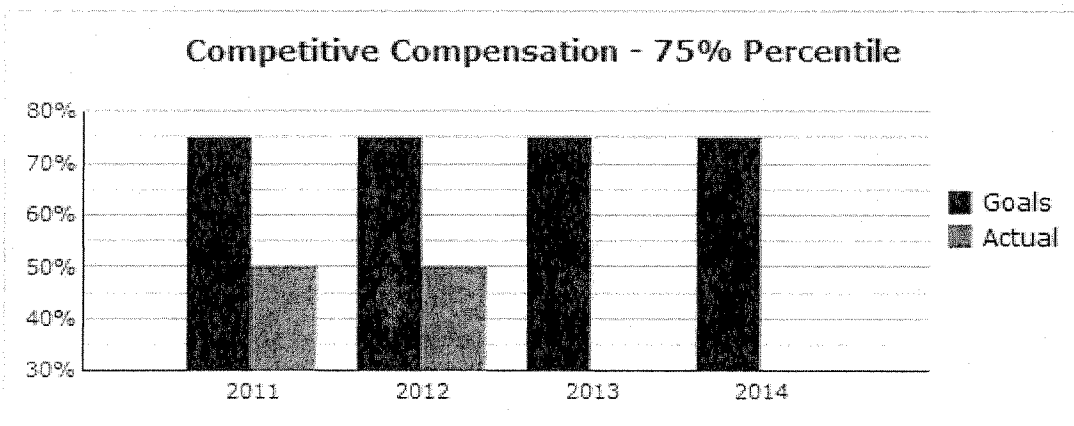
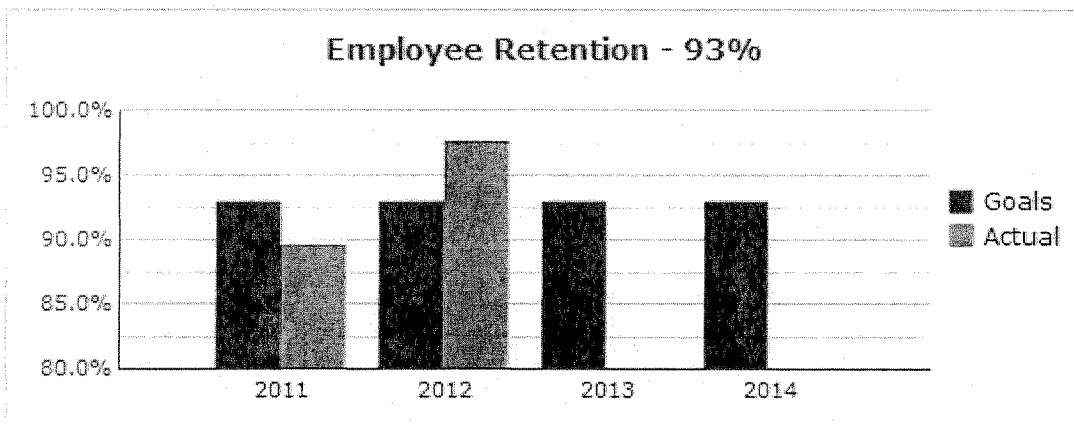
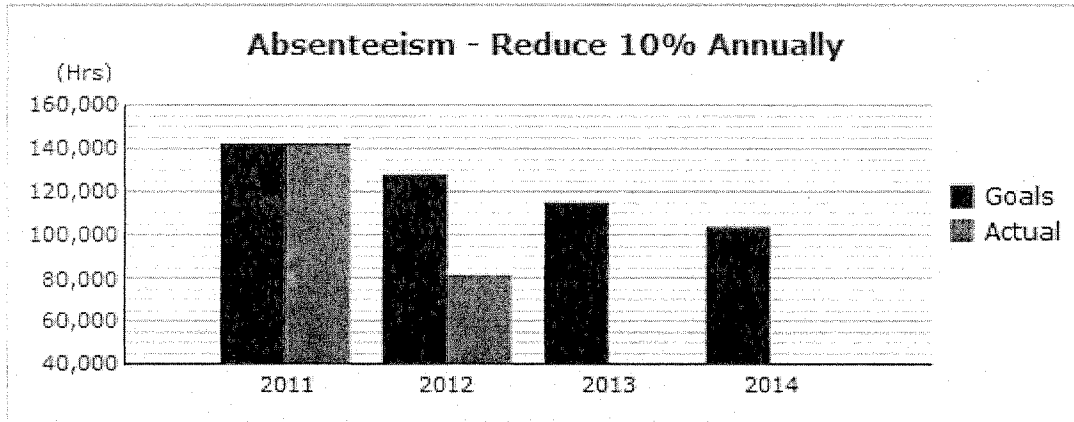
### Goal 3 - Employer of Choice



Survey scheduled for January 2013.



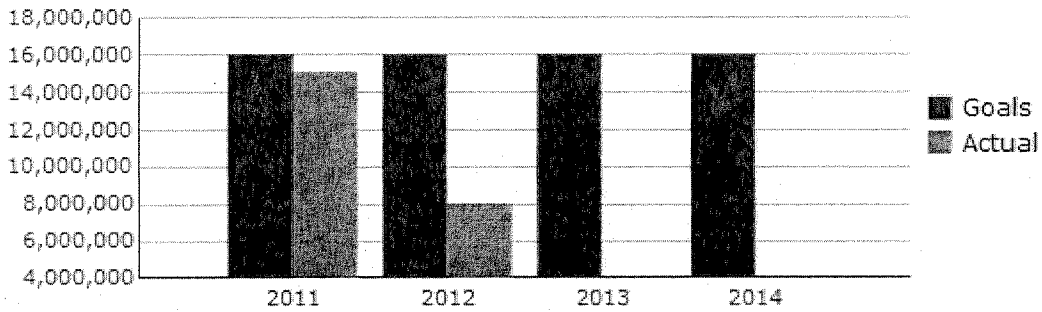
### Goal 3 - Employer of Choice



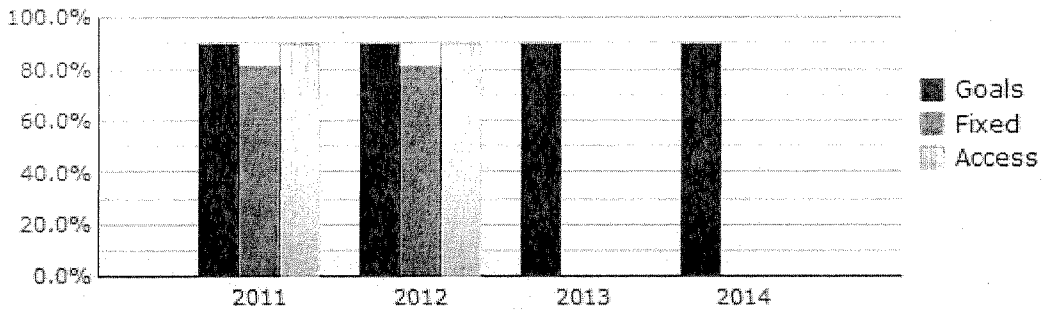
The 75<sup>th</sup> percentile would give Omnitrans advantage of offering higher compensation. This goal is not active and compensation shall remain at the 50<sup>th</sup> percentile, which will keep us at the 2012 market.

### Goal 4 - Marketing

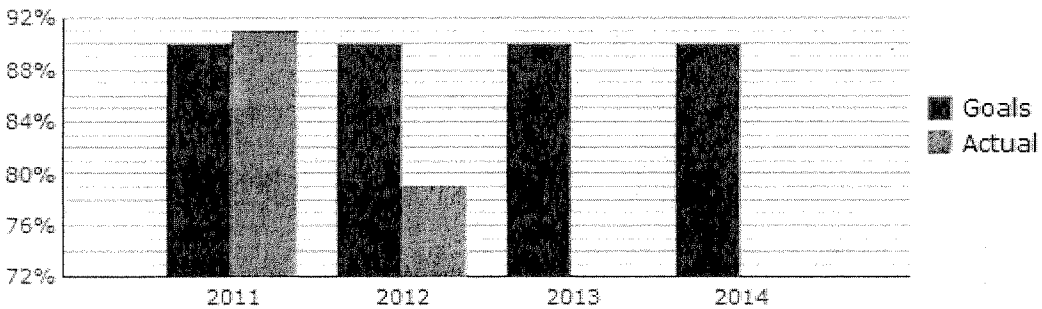
Exceed Ridership Target - 16 Million/Year by FY 2014



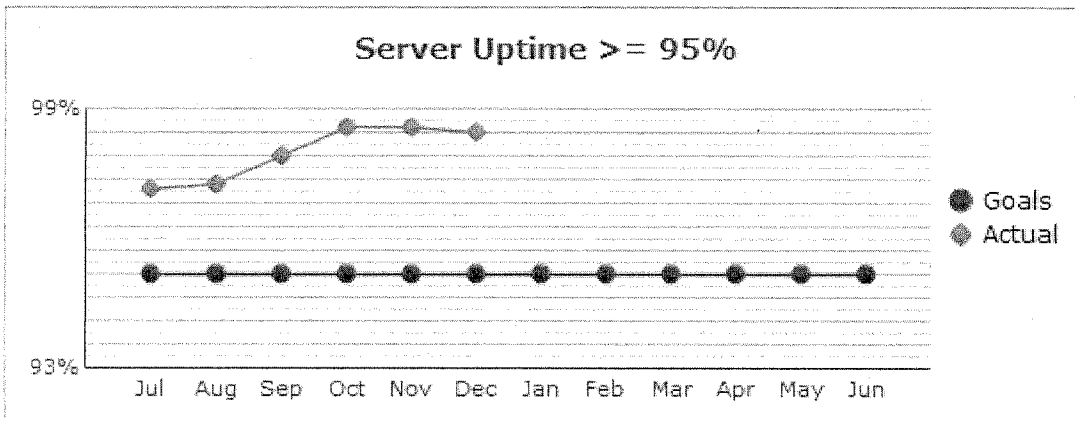
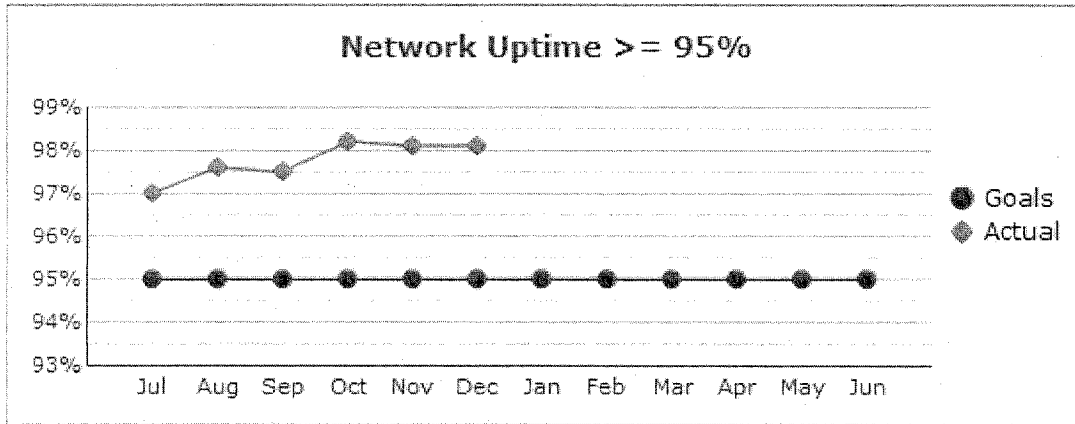
Customer Satisfaction Rate  $\geq$  90%



Achieve 90% Public Awareness Rating



### Goal 5 - Information Technology





**DATE:** March 7, 2012 Item #E-8

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

**THROUGH:** Milo Victoria, CEO/General Manager *[Signature]*

**FROM:** Robert Miller, Chief Financial Officer *[Signature] 2-22-12*

**SUBJECT: OMNITRANS CHIEF FINANCIAL OFFICER'S REPORT ON THE COMMERCIAL OPPORTUNITIES THAT HAVE RESULTED FROM OMNITRANS INVESTMENT ACTIVITIES**

**FORM MOTION:**

Receive and file Omnitrans Chief Financial Officer's report on opportunities available to the Agency resulting from Omnitrans' investment activities.

*This item was reviewed by the Administrative & Finance Committee at its February 13, 2012 meeting and recommended for receipt and file.*

**SUMMARY AND BACKGROUND:**

During the course of ongoing operations, Omnitrans has made business and investment decisions after consultation with the Board of Directors. Some of the investment decisions now offer the Agency an opportunity to develop new revenue streams. The opportunities fall in three general areas:

- Licensing intellectual property (IP) developed by the Agency
- Increasing productivity of real estate assets
- Leveraging the expertise of our staff across the industry

**LICENSING INTELLECTUAL PROPERTY DEVELOPED BY THE AGENCY**

During the last four years the Agency has invested approximately \$15,000,000 million dollars in an Enterprise Resource Planning (ERP) platform that is used to manage the business. The platform has been built using SAP software that supplies core transactional, work flow and data management capabilities. The cost of the base software platform was approximately \$1,000,000. The cost to configure the platform for the transit application has required an investment of an additional \$14,000,000. The configuration work has involved approximately \$2,000,000 in Omnitrans' staff time and another \$12,000,000 spent with a systems integrator. The Omnitrans ERP project has been delivered on time and on budget.

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The transit industry is comprised of 2,200 local monopolists serving communities across the country. Because of the non competitive nature of local monopolies and the common accounting and reporting requirements mandated by the Federal Transit Administration (FTA) and State Governments, the configured platform developed by Omnitrans provides 70% plus of the functionality required by any transit industry participant. In addition, the Omnitrans deployment included the development of the interfaces required by major industry providers of operating software.

Reuse of the common functionality developed by Omnitrans would permit a subsequent user of the template to significantly shorten the timeline to install, lower the cost of the implementation and reduce the risk associated with a major technology and business process reengineering program. Functionality can be delivered while the \$14,000,000 of integration costs can be significantly limited.

Recognizing how this could impact the industry, Omnitrans approached the FTA to confirm that they would permit the Agency to benefit from the leveraging of the intellectual property developed at the Agency. {Funding for the Omnitrans ERP project has been largely provided by the FTA.} Staff Council in Washington, DC has provided a letter to Omnitrans authorizing the Agency to resell the IP.

#### INCREASING PRODUCTIVITY OF REAL ESTATE ASSETS

Over time, Omnitrans has acquired an interest in property for use in the delivery of transit services to the Inland Empire. Joint public/private partnerships can increase the utility of the properties for the residents and provide cash flow to Omnitrans. Two opportunities may be available to the Agency presently, the parcel at E and Rialto in San Bernardino that will include the transit center and the parcel acquired for use as a mid valley bus yard in Rancho Cucamonga.

#### LEVERAGING THE EXPERTISE OF OUR STAFF ACROSS THE INDUSTRY

Omnitrans has talent in place that can be leveraged for the benefit of the industry. The Planning and IT departments have resident technical capabilities that are in demand by other operators. Staff in operating departments has expertise on configuration decisions associated with the SAP ERP platform. The Agency has been approached regarding the availability of staff to assist on projects at other transit properties. Such services can be provided on a fee for service model on a basis that would be economically attractive to Omnitrans. Staff participation in third party projects will permit Omnitrans to remain forward thinking regarding the methods and infrastructure required to professionally manage a transit property. Regular interaction with industry thought leaders will also assist in the training and development of the Omnitrans team.

The Agency will be exploring how best to pursue these opportunities. The review process will begin with an evaluation of our organizational structure. The cost of the evaluation is expected to be less than \$25,000.00. Staff will report back with results.

MV:RM:DW



**DATE:** March 7, 2012 Item #E-9

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

**THROUGH:** Milo Victoria, CEO/General Manager *[Signature]*

**FROM:** Robert Miller, Chief Financial Officer *RLM 2-23-12*  
Donald Walker, Interim Director of Procurement *DW*  
Milind Joshi, IPMO Program Manager *mj*  
Bart Hayashi, IPMO Planning Manager *BH*

**SUBJECT: IFB-IPMO12-10, VEHICLE MAINTENANCE FACILITY CONSTRUCTION**

**FORM MOTION**

Authorize the CEO/General Manager to release IFB-IPMO12-10, Vehicle Maintenance Facility Construction for sbX E-Street Corridor Project to modify the East Valley Vehicle Maintenance Facility to accommodate up to twenty-three (23) sixty-foot (60') articulated buses.

*This item was reviewed by the Administrative and Finance Committee at its February 13, 2012, meeting and recommended to the Board of Directors for approval.*

**SUMMARY AND BACKGROUND**

Omnitrans is in the process of constructing the E-Street Bus Rapid Transit (BRT) Corridor. When operational, the corridor will use a fleet of up to twenty-three (23) articulated buses. The current maintenance and operations complex at the East Valley facility (Exhibit 1) will require modifications (Exhibit 3) with the acquisition and operations of these new BRT buses.

Areas of impact to current operations include:

- Maintenance Repair Bays
- Fuel and Bus Wash Facilities
- Bus Parking

The impacts to these areas are defined below:

1. **Maintenance Repair Bays** –The facility is currently configured with twelve (12) general repair bays, five (5) heavy repair bays, five (5) body bays, and a paint booth. The bays are sized to accommodate forty-foot (40') buses (Exhibit 2). The addition of the fourteen (14) articulated buses impacts the EV facility in two primary ways:

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- The total number of bays required: The addition of fourteen (14) buses (up to twenty-three (23) in the future based on ridership) will create a bay/hour demand for two (2) repair bays. Since these buses are articulated, the bay-need increases to three (3), due to potential bay loss during long period repairs.
- The bay configuration: All current bays are sized for standard forty-foot (40') buses. It is not possible to maintain the new BRT coaches within the existing bays.

Omnitrans seeks to use the defined reconfigured bays for either BRT or standard buses to meet the required bay quantities necessary to support the increased fleet size (Exhibit 4). The existing repair bays Methane Detection System will be upgraded to meet current requirements.

2. **Fueling Facility** – The current capacity of the fueling islands and associated fuel storage are sufficient to add the projected fleet of twenty-three (23) coaches. However, changes to the configuration and work processes are required due to the additional length of the BRT coaches. The existing fuel island and associated supporting building will be demolished to make room for the relocated bus wash facility and a new fueling facility will be constructed near the northern Medical Center Drive entrance. The new three-lane fueling facility will be adequately sized to accommodate both the current fleet and the future BRT buses.
3. **Existing Underground Storage Tanks (USTs)** – Omnitrans' existing fleet uses compressed natural gas (CNG) and BRT buses will also be using CNG. The location of the existing USTs, as well as the relocation of the bus wash facility, requires removal of these USTs. The diesel USTs will no longer be needed, and will be removed and properly disposed of. The other existing UST's for unleaded gasoline, lubricants, and coolant will also have to be removed and properly disposed of, but since the products are still needed, above ground storage tanks will be provided as part of the new fueling facility.
4. **Bus Wash Facility** – Due to tight BRT bus turning movements, as well as the current facility's inability to accommodate a BRT bus in its current configuration, the bus wash facility will be demolished. A new bus wash facility with longer drive through washer bay and a longer chassis wash bay will be constructed to accommodate the needs of a sixty-foot (60') sbX bus as well as the existing forty-foot (40') fleet.
5. **Bus Parking** – The additional fleet will impact the existing bus parking layouts. Bus parking will be restriped to allow for up to a total of twenty-three (23) BRT buses. The parking requirement for twenty-three (23) articulated coaches is the same as thirty-four (34) standard coaches. Bus parking will run parallel to the fuel island and bus wash functions to minimize site circulation. The bus parking plan shows a possible layout of ninety-seven (97) standard buses and twenty-three (23) sbX buses (Exhibit 3). Parking layout will allow for typical bus movements without making a three-point turn to enter the stall.

**FUNDING SOURCES**

Funding for this purchase is as follows:

FUNDING	GRANT #	FISCAL YEAR	PROJECT NAME
FTA	TBD	2011	Vehicle Maintenance Facility Modification A&E Services for sbX - E-Street Corridor
LOCAL	TBD	2011	Vehicle Maintenance Facility Modification A&E Services for sbX - E-Street Corridor

*JSW*

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.

**PROPOSED TIME LINE**

- IFB Release: March 7, 2012
- Pre-Bid Meeting: March 21, 2012
- RFI Due Date: April 3, 2012
- RFI Response Date: April 17, 2012
- Final Amendment Issuance: April 23, 2012
- Deadline for Bids : May 1, 2012 (12:00 Noon)
- Bid Opening: May 1, 2012
- Contract Award: July 11, 2012
- Issue Notice to Proceed: July 31, 2012
- Start of Construction: August 6, 2012
- Construction & Training Completion: August, 2013

**RECOMMENDATION**

For the foregoing reasons, staff recommends that the Board of Directors authorize the CEO/General Manager to release IFB-IPMO12-10, Vehicle Maintenance Facility Construction for sbX E-Street Corridor Project to modify the East Valley Vehicle Maintenance Facility to accommodate up to twenty-three (23) sixty-foot (60') articulated buses.

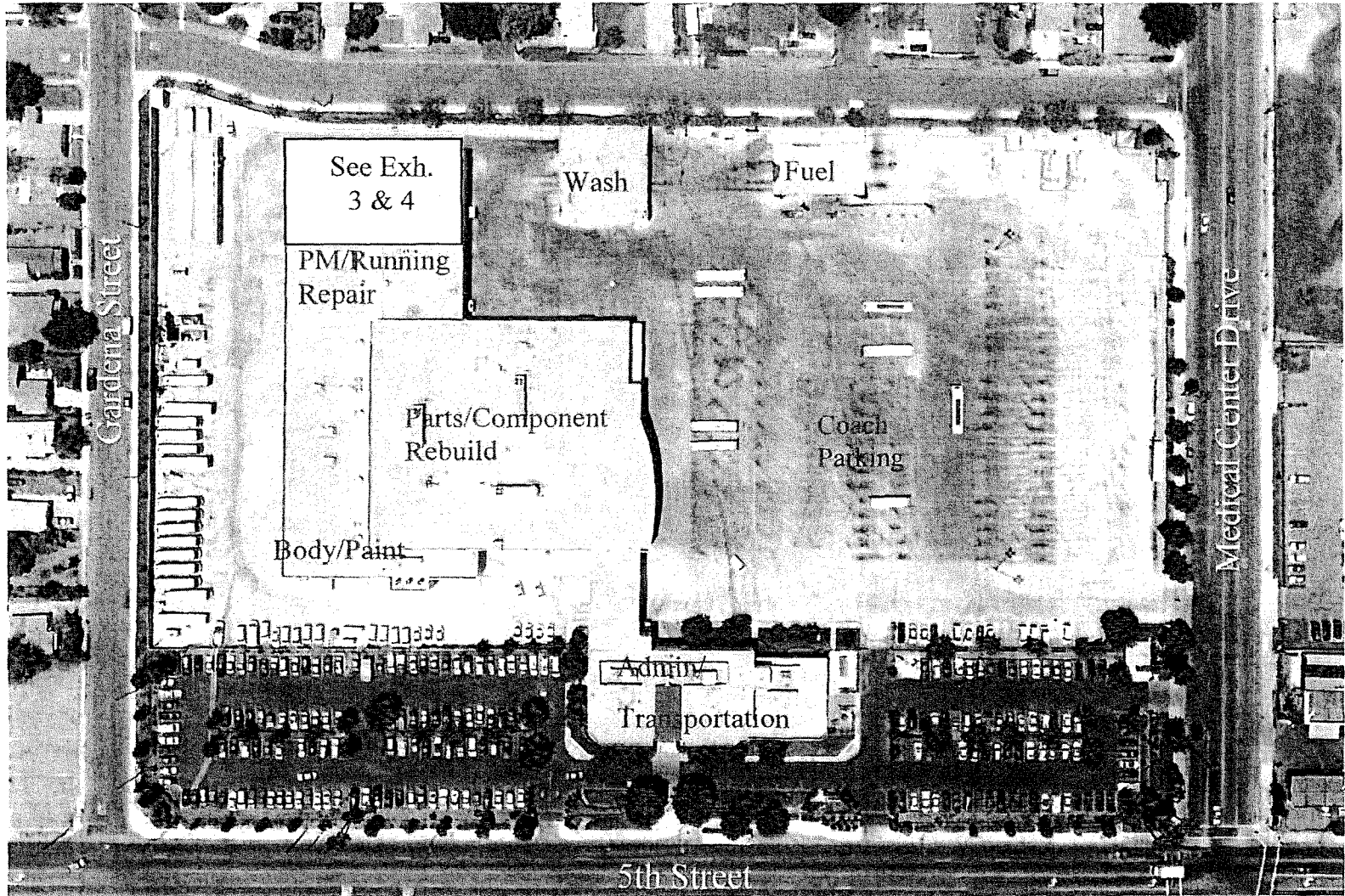
MV:CV

Attachments:

Exhibits 1-4



EXHIBIT 1 - EAST VALLEY SITE PLAN



# EXHIBIT 2 - EXISTING REPAIR BAY CONFIGURATION

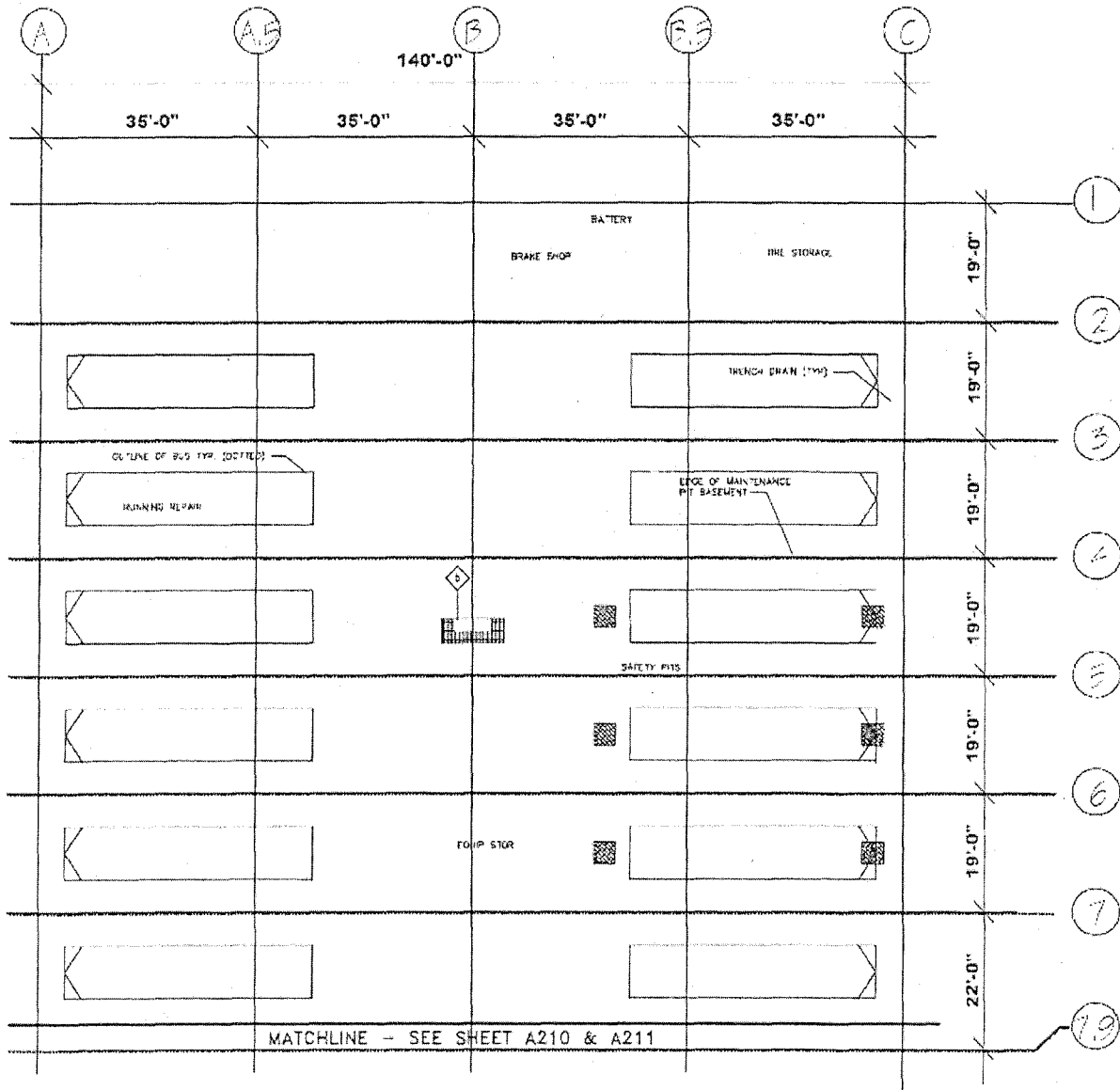
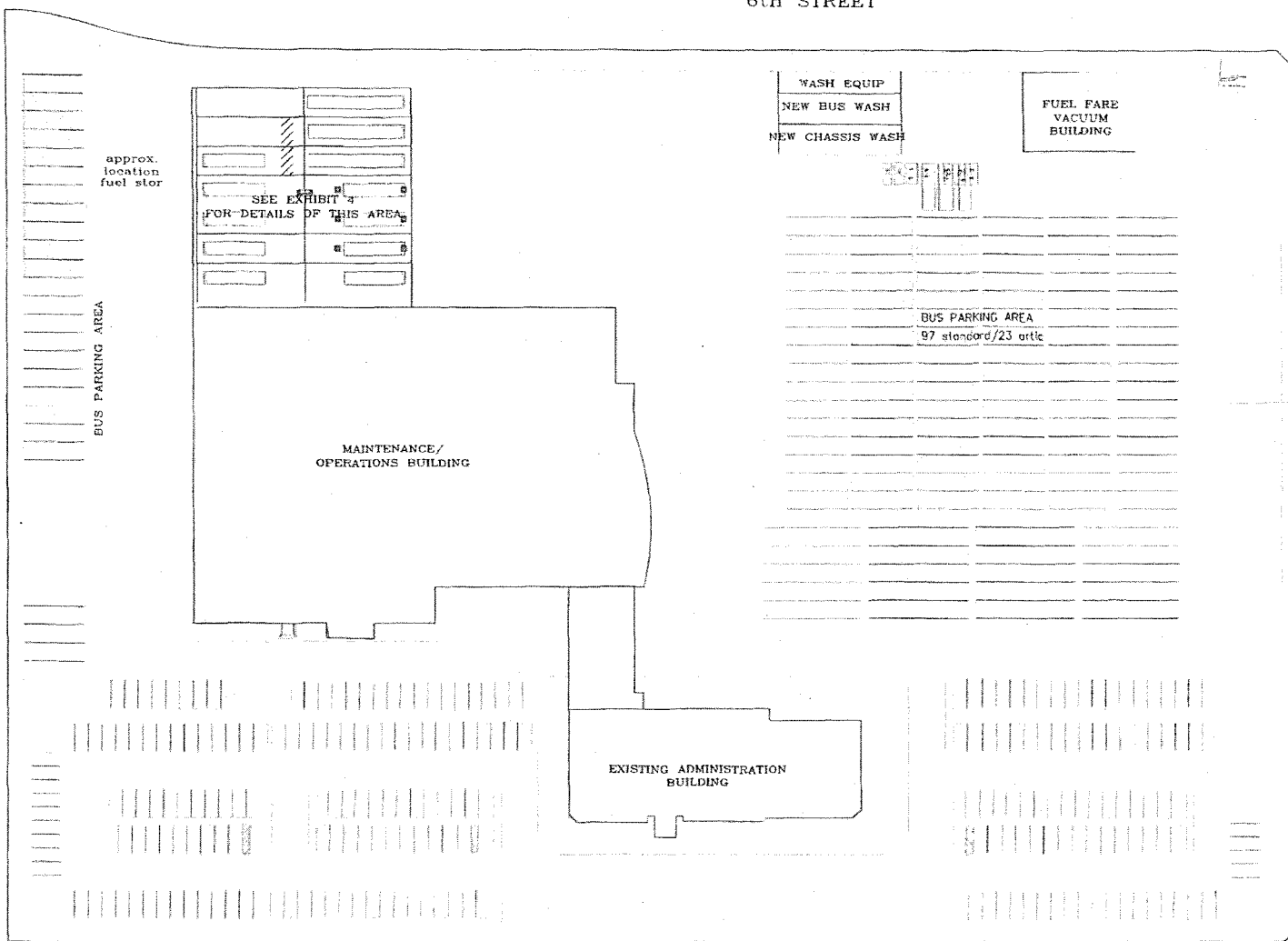


EXHIBIT 3 - PROPOSED SITE PLAN

6th STREET

GARDENA STREET



MEDICAL CENTER DRIVE

5th STREET

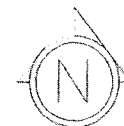
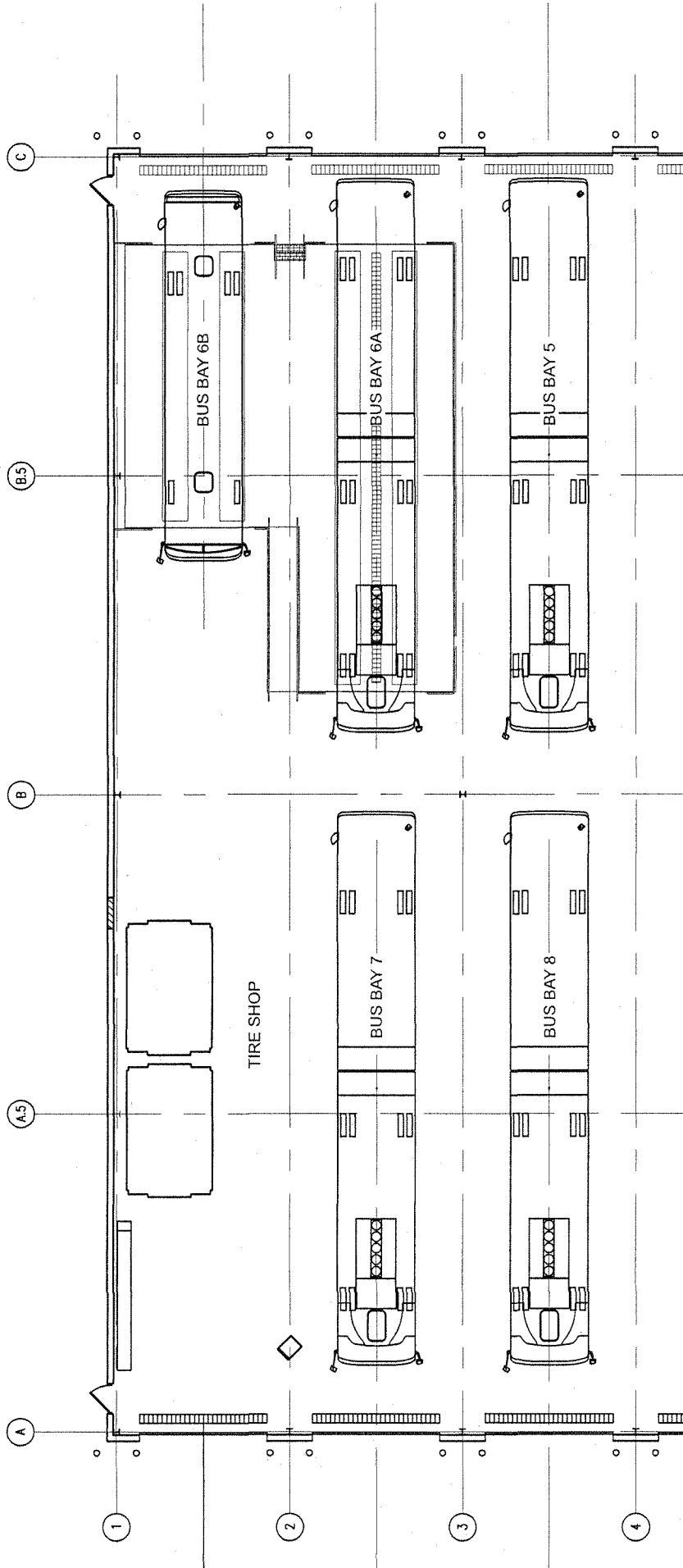


Exhibit 4 - New Design Bus Layout





**DATE:** March 7, 2012 Item #E-10  
**TO:** Board Chair Dick Riddell and Members of the Omnitrans Board of Directors  
**THROUGH:** Milo Victoria, CEO/General Manager *MV*  
**FROM:** Rohan Kuruppu, Director of Planning and Development Services *RK for RK*  
**SUBJECT: AGREEMENT BETWEEN CENTRAL CITY LUTHERAN MISSION AND OMNITRANS**

**FORM MOTION**

Authorize the CEO/General Manager to execute a funding agreement with Central City Lutheran Mission (CCLM) for the purchase of one vehicle and operating funds for three years for the sum of \$137,582 (Attached).

*Omnitrans Legal Counsel has reviewed and approved this contract.*

**BACKGROUND**

CCLM will use this vehicle to provide transportation for medical and social service appointments. These funds will be used specifically for clients who are persons living with HIV/AIDS so that they can continue to attend necessary medical and social service appointments, and seek gainful employment.

On October 5, 2011, San Bernardino Associated Governments (SANBAG) Board of Directors awarded Federal Transportation Administration (FTA) Section 5316 – Job Access Reverse Commute and Section 5317 – New Freedom funding to CCLM. Since SANBAG is not a designated FTA grantee Omnitrans will assist SANBAG with the transfer of funding to CCLM as well as monitor their project on behalf of FTA.

This project is in grants CA-57-X017-00 and CA-37-X090-00. The budget identifies \$68,791 in Federal Transit Administration §5316 Job Access Reverse Commute, \$68,791 in Federal Transit Administration §5317 New Freedom and \$5,503 for Omnitrans administrative cost with a total local match of \$96,666 from Measure I.

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Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

**FINANCIAL IMPACT**

There will be no impact on Omnitrans' operating budget. Omnitrans will be charging four (4) percent of the total federal apportionment (\$5,503) to account for all administrative costs associated with managing this project.

MV:RK:NS

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

This Funding Agreement for Job Access Reverse Commute and New Freedom Grant funds (“**Agreement**”) by and between Central City Lutheran Mission (“**Recipient**”) and Omnitrans, a joint powers authority (“**Omnitrans**”), is entered into this \_\_\_ day of \_\_\_\_\_, 2012. Recipient and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

**Recitals**

A. This Agreement describes the respective responsibilities of Recipient and Omnitrans for funding operating expenses (“**Project**”) in connection with Omnitrans Fiscal Year 2006 - 2008 Section 5316 Job Access Reverse Commute (JARC) Grant Agreement attached hereto as **Exhibit A** (the “**JARC Grant Agreement**”) and Omnitrans Fiscal Year 2006 - 2008 Section 5317 New Freedom (NF) Grant Agreement attached hereto as **Exhibit B** (the “**NF Grant Agreement**”) (referred to collectively herein as “**Grant Agreements**”).

B. Omnitrans previously submitted a grant application for Section 5316 JRAC funds for Fiscal Year 2006 - 2008 and Section 5317 NF funds for Fiscal Year 2006 - 2008 to the Federal Transit Administration (“**FTA**”) to obtain funding for the Project. On September 15, 2008 the FTA awarded Omnitrans \$71,543 in Section 5316 JARC funds and \$71,543 in Section 5317 NF funds. The Parties now desire that the JRAC and NF funds awarded to Omnitrans be used for the benefit of Recipient, as a Sub-grantee. Recipient desires to use proceeds from JARC and NF grant funds to finance allowable costs that Recipient incurs in carrying out the Project.

C. To implement the Project, Omnitrans desires to purchase a vehicle on behalf of Recipient and reimburse Recipient for operating expenses related to the purchased vehicle with JARC and NF funds.

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

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

1. Obligations of Omnitrans. Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:
  - a. Reimburse Recipient for the Project, up to \$68,791 in Section 5316 JARC funds and up to \$68,791 in Section 5317 NF funds, in conformity with the following procedure:
    - (1) For each disbursement requested, Recipient shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the “**Disbursement Request**”).
    - (2) Each Disbursement Request shall be accompanied by a written certification of Recipient’s Executive Director that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and that

Recipient will use the disbursement for the purpose indicated in the Disbursement Request.

- (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Recipient as to what, if any, additional supporting documentation and background information it requires.
  - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Recipient provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Recipient through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
  - (5) To the extent that the FTA advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Recipient certification, Omnitrans may solicit, at Recipient expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law.
  - (6) Omnitrans shall have no liability to Recipient for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Recipient that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
- b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Recipient.
  - c. Conduct itself so that any aspect of Omnitrans' participation in this Agreement and the actions required of it hereunder, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
  - d. Comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge -- will be charged to and paid from Section 5316 Grant No. CA-37-X090-00 and Section 5317 Grant No. CA-57-X017-00 grant funds to account for all administration costs associated with managing the Project (the "**Administrative Expenses**"). Omnitrans will charge 4% of the total FTA amount (approximately \$5,503) as Administrative Expenses. Project funds shall not be used for the Administrative Expenses.
  3. Warranties of Recipient. Recipient warrants to Omnitrans that:
    - a. Recipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5316 and Section



5317 grant funds (the “**Match Obligation**”). The approximate amount of the Match Obligation for the Project is \$96,666.

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

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

- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements.
- b. Satisfy Recipient’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require. Recipient may utilize its payment of staff salaries, benefits and expenses in administrative support for the Project to satisfy its Match Obligation.
- c. Notify Omnitrans of any changes in the scope or description of the Project.
- d. Certify to Omnitrans for each Disbursement Request that, to the best of Recipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law and that Recipient will use the disbursement as indicated in the Disbursement Request.
- e. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided Recipient with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA.

- f. Ensure that all aspects of the Project and any aspect of Recipient's participation in this Agreement and the actions contemplated of Recipient by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Recipient required under the terms of this Agreement. The Chief Executive Officer of Recipient, or his or her designee, shall exercise the rights of Recipient under this Agreement; however, any certifications of Recipient required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other representative of Recipient as is specified by action of the Recipient's governing body.
6. Insurance. Recipient shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.
- a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
- (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;
  - (2) Be primary with respect to any insurance or self insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
  - (3) Contain standard separation of insured provisions.
- b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.
- d. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Mutual Indemnification. Omnitrans and Recipient shall defend, indemnify and hold the other Party, its officials, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out

of or incident to any intentional or negligent acts, errors or omissions of the indemnifying Party, its officials, officers, employees, agents, and consultants related to a breach of this Agreement or any act or omission arising out of the activities governed by this Agreement. The indemnifying Party's obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The sole exception to the indemnifying Party's obligation to indemnify shall be for acts of negligence or willful misconduct of the indemnified Party, its officials, officers, employees, agents, and consultants. This is a comparative negligence provision and each Party shall bear their own costs to the extent to which they are each negligent. The indemnifying Party shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the indemnified Party, its officials, officers, employees, agents, and consultants. The indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified Party, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings. A Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the other Party, its officials, officers, employees, agents, and consultants.

8. Term. This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than three (3) years from the date of the Agreement's execution date.

9. Force Majeure.

a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Recipient as soon as Omnitrans is reasonably able to do so.

b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.

c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its

interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

- d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.

10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
11. Authorization by Recipient. Recipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Recipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
13. Additional Documents. Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.
15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.
16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

18. Construction of Agreement.

- a. Equal Construction. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.
- b. Internal Consistency. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.

19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

TO OMNITRANS:

TO RECIPIENT:

Omnitrans  
1700 West Fifth Street  
San Bernardino, California 92411  
Attention: Planning Project Manager

Central City Lutheran Mission  
1354 North "G" Street  
San Bernardino, California 92411  
Attention: Executive Director

20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

[SIGNATURES ON FOLLOWING PAGE]

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

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

OMNITRANS

CENTRAL CITY LUTHERAN MISSION

By: \_\_\_\_\_  
Milo Victoria, CEO/General Manager

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
Legal Counsel

Exhibit "A"  
JARC Grant Agreement

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

## Part 9: Agreement

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT  
(FTA G-14, October 1, 2007)

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

- (1) "Federal Transit Administration Master Agreement," FTA MA(14), October 1, 2007, <http://www.fta.dot.gov/documents/14-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

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

### FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-37-X090-00

Grantee: OMNITRANS

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

Estimated Total Eligible Cost (in U.S. Dollars): \$3,093,839

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$2,475,071

Amount of This FTA Award (in U.S. Dollars): \$2,475,071

Maximum Percentage(s) of FTA Participation:

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

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

Original Project Certification Date: 9/3/2008

Project Description:

FY06-08 Section 5316 JARC Capital

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

Awarded By:  
Edward Carranza  
Deputy Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
09/04/2008

#### **EXECUTION OF GRANT AGREEMENT**

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

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

Executed by:  
Durand Rall  
General Manager  
OMNITRANS  
09/15/2008



UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT

(Attachment to FTA G-14, October 1, 2007)

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

The Federal Government and the Grantee under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grantee as described above.

FTA Official:  
Edward Carranza  
Deputy Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION

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

Grant Recipient:  
Durand Rall  
General Manager  
OMNITRANS  
09/15/2008

**DOT**



**FTA**

U.S. Department of Transportation

Federal Transit Administration

## Part 9: Agreement

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

**GRANT AGREEMENT  
(FTA G-14, October 1, 2007)**

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

- (1) "Federal Transit Administration Master Agreement," FTA MA(14), October 1, 2007, <http://www.fta.dot.gov/documents/14-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

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

### **FTA AWARD**

FTA hereby awards a Federal grant as follows:

Project No: CA-57-X017-01

Grantee: OMNITRANS

Citation of Statute(s) Authorizing Project: 49 USC 5317 – New Freedom/TEA-21 3037

Estimated Total Eligible Cost (in U.S. Dollars): \$1,278,863.00

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$1,023,090.00

Amount of This FTA Award (in U.S. Dollars): \$1,023,090.00

Maximum Percentage(s) of FTA Participation:

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

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

Original Project Certification Date: 9/3/2008

Project Description:

FY06-08 Section 5317 New Freedom Capital

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

Awarded By:  
Edward Carranza  
Deputy Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
09/04/2008

#### **EXECUTION OF GRANT AGREEMENT**

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

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

Executed by:  
Durand Rall  
General Manager  
OMNITRANS  
09/15/2008

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

The Federal Government and the Grantee under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense

Federal funds to the Grantee as described above.

FTA Official:

Edward Carranza

Deputy Regional Administrator

FEDERAL TRANSIT ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION

Designated Recipient:

Rosemary Ayala

Senior Administrative Officer

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Grant Recipient:

Durand Rall

General Manager

OMNITRANS

09/15/2008



**DATE:** March 7, 2012 Item #E-11  
**TO:** Board Chair Dick Riddell and Members of the Omnitrans Board of Directors  
**THROUGH:** Milo Victoria, CEO/General Manager *[Signature]*  
**FROM:** Robert Miller, Chief Financial Officer *[Signature]*  
Donald Walker, Director of Finance *[Signature]* 2-21-12  
Maurice A. Mansion, Treasury Manager *[Signature]*

**SUBJECT: AMEND THE FY12 BUDGET AND THE 2008-2013 SHORT RANGE TRANSIT PLAN TO ADD LOCAL TRANSIT FUNDING AWARDED AS PART OF THE ARTICLE 3 TRANSIT STOP ACCESS PROGRAM**

**FORM MOTION**

Authorize the CEO/General Manager to amend the Fiscal Year 2012 Capital Budget and the 2008 – 2013 Short Range Transit Plan (SRTP) to add \$78,369 of Local Transportation Funds awarded as part of the Transportation Development Act Article 3 Transit Stop Access Program.

*This item was reviewed by the Administrative and Finance Committee at its February 13, 2012 meeting and recommended to the Board of Directors for approval.*

**SUMMARY AND BACKGROUND**

On December 7, 2011, San Bernardino Associated Governments (SANBAG) awarded Omnitrans \$78,369 as part of the Transportation Development Act Article 3 program. This funding will be used to start Omnitrans’ Bus Stop Improvement Program. Omnitrans goal is to improve stops within our service area that do not meet ADA requirements but have been grandfathered in due to their age. The first 16 stops to be improved are located in the cities of San Bernardino, Highland, Yucaipa, Ontario, and Rancho Cucamonga. The improvements will consist of connecting curb to sidewalk to create a solid landing for the deployment of the wheelchair lift. Additionally, Omnitrans will be creating two (2) new stops which will serve the Inland Regional Center and the Lighthouse for the Blind. The first initial 16 stops will be completed by December 2013.

**CONCLUSION**

Authorize the CEO/General Manager to amend the Fiscal Year 2012 Capital Budget and the 2008 – 2013 Short Range Transit Plan (SRTP) to add \$78,369 of Local Transportation Funds awarded as part of the Transportation Development Act Article 3 Transit Stop Access Program.

MV:rm:dw:mm



**DATE:** March 7, 2012 Item #E-12

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

**THROUGH:** Milo Victoria, CEO/General Manager *[Signature]*

**FROM:** Robert Miller, Chief Financial Officer *RM 2-23-12*  
 Donald Walker, Director of Finance *[Signature]*  
 Maurice Mansion, Treasury Manager *[Signature]*

**SUBJECT: BUDGET ASSUMPTIONS FOR PREPARING THE FISCAL YEAR 2012 – 2013 BUDGET**

**FORM MOTION**

Approve the Fiscal Year 2012 – 2013 Budget Assumptions allowing Omnitrans’ staff to develop the Operating and Capital Budgets for Fiscal Year 2012 - 2013.

*This item was presented to the Administrative and Finance Committee at its February 13, 2012 meeting and recommended to the Board of Directors for approval.*

**SUMMARY AND BACKGROUND**

A critical component in the development of the Agency’s budget is the development of budget assumptions. This information was obtained through research performed and includes searches on the Internet, review of Agency data including the Service Plan assumptions and the Teamsters and ATU memorandum of understanding.

Maintenance and Administrative/Support Unit (Teamsters)	Effective Date
MOU End	June 30, 2012
Wage increase: Based on contract negotiation	TBD
Step progression increase	Per MOU qualifications
Benefits Package: Current package is \$437.50 per pay period; maximum of \$10,500/year.	10/01/2010
Source: MOU effective July 1, 2009 through June 30, 2012	

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Coach Operators (ATU)	Effective Date
MOU End	March 31, 2013
Wage increase: Based on contract negotiation	TBD
Step progression increase	Per MOU qualifications
Benefit Package: Current package is \$485 per pay period; maximum of \$11,640/year.	
Source: MOU effective April 1, 2010 through March 31, 2013	

Management /Confidential	Effective Date
Pay for Performance: In accordance with personnel policy manual	FY 2012-13
Benefit Package: In accordance with personnel policy manual	FY 2012-13
Source: Omnitrans Human Resources	

Insurance	Effective Date
Workers' Compensation SIR/IBNR – Stays constant based on Actuarial Analysis	June 2011
SDI: 1.0%	January 2012
FICA-Medicare 1.45%	January 2012
Source: Omnitrans Finance Department	

CalPERS	Effective Date
11.070% Employer Contribution (2%@55 Plan) – Miscellaneous Plan	FY 2012-13
Employee contribution covered in employees' benefits package per personnel policy and MOU agreements.	
Source: Omnitrans Finance Department	

Unemployment	Effective Date
Annual average expected to remain at 12.5%	January 2012
Source: U.S. Department of Labor Riverside/San Bernardino/Ontario CA Metropolitan Statistical Area <a href="http://data.bls.gov/eag/eag/ca_riverside.msa.htm">http://data.bls.gov/eag/eag/ca_riverside.msa.htm</a>	

Energy /Fuel Costs	Effective Date
LNG Fuel: \$.92/gallon for FY 12-13	FY 2012-13
Source: Procurement Department	
Unleaded Fuel: \$4.03/gallon for FY 12-13	FY 2012-13
Source: Scott Graham, Director of Operations	

Consumer Price Index	Effective Date
Inflation of about 3.0%	January 2012
Source: U.S. Bureau of Labor Statistics <a href="http://www.bls.gov/news.release/cpi.t03.htm">http://www.bls.gov/news.release/cpi.t03.htm</a>	



**RECOMMENDATION**

Approve the Fiscal Year 2012 – 2013 Budget Assumptions allowing Omnitrans' staff to develop the Operating and Capital Budgets for Fiscal Year 2012 – 2013.

MV:rm;dw:mm



**DATE:** March 7, 2012 Item #E-13

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

**FROM:** Milo Victoria, CEO/General Manager *[Signature]*

**SUBJECT: CLAIMS FILED AGAINST OMNITRANS FOR FEBRUARY 2012 – INFORMATION ITEM ONLY**

CLAIMANT	DATE OF LOSS	CLAIM NUMBER
Anayo, Francisco	01/21/12	2012121965
Decristofaro, Angela	07/20/11	2012121622
Errio, Christine	07/25/11	2012121914
Gassett, Michael	01/21/12	2012122007
Johnson, Theodora	07/20/11	2012121622
King, Joanna	01/25/12	2012122042
Russum, Olivia	07/20/11	2012121622
Weaver, Brandon	02/13/12	2012122127
Williams, Tracie	08/30/11	2012122130
Zecena, Luis	01/13/12	2012121800

<u>Summary of Accidents</u>	<u>No. of Claimants</u>
Coach/Vehicle Accident	5
Injury Inside Coach	2
Injury – Not on Omnitrans property	3

For the Claims Above:  
 30% of claims were filed 1 to 5 days after the incident.  
 0% of claims were filed 6 to 10 days after the incident.  
 70% of claims were filed 11 or more days after the incident.

/ca

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*The Press Enterprise*  
*February 8, 2012*

## CONGRESS: Transit funding dust-up complicates transportation bill



TERRY PIERSON/STAFF PHOTOGRAPHER  
BY BEN GOAD AND DUG BEGLEY

### STAFF WRITERS

[bgoad@pe.com](mailto:bgoad@pe.com) | [dbegley@pe.com](mailto:dbegley@pe.com)

Published: 08 February 2012 08:47 PM

WASHINGTON — After months of inaction, the House and Senate are moving forward with multiyear plans to shape national transportation policy.

But the bills put forward in the two chambers reflect vastly different visions, leaving a chasm that could be difficult to bridge before the current legislation that funds highway, bridge and rail projects expires at the end of next month.

Among the points of major contention is a provision in the GOP-penned five-year, \$260 billion House bill that would shift mass transit funding from its traditional place within the federal Highway Trust Fund into an account tied to the general fund. Some lawmakers and transportation officials warn that the change would mean the end of a guaranteed, stable stream of money for buses, trains and other transit.

The bill would all but completely de-fund the nation's transit system, said Dan Smith, tax and budget analyst for the U.S. Public Interest Research Group

"Instead it says that the real money with a funding source will all go to highways, while the tooth fairy will pay for transit," he said.

It would be disastrous in Inland Southern California, where hundreds of jobs could be jeopardized, area transportation officials said.

"The need for certainty for funding sources is incredible," said Murrieta Mayor Doug McAllister, chairman of Riverside Transit Agency. "We need consistent, steady funds. If they took that away, it would devastate us."

A two-year, \$109 billion plan expected to come up for debate today in the Senate takes a different approach. That bill has bipartisan support in the Senate, but its chances of passing the more conservative-leaning House are far from certain.

Local officials and their representatives in Washington said they are optimistic that Congress can find common ground on a final product that would protect Inland interests.

If lawmakers cannot come to an agreement, a temporary extension of the current bill could be approved to keep money flowing to projects. But such stop-gap measures, seen as emblematic of Congress' inability to get anything done, have become increasingly unpopular.

Failure to act at all could imperil as many as 1.8 million jobs, according to congressional estimates.

## INLAND IMPACT

The House Committee on Transportation and Infrastructure approved the five-year bill last week, sending it to the House floor for a vote as soon as next week. The transit issue has emerged as a key sticking point.

The Highway Trust Fund, supported by gas tax revenue, has funded transit projects for 30 years. The House bill would create a new "Alternative Transportation Fund," with \$40 billion in initial funding to pay for transit projects through 2016. Funding levels after that are unclear and would be subject to annual fights over federal spending.

House Republicans have said that to keep the Highway Trust Fund solvent, it should be used only to improve and maintain highways.

Federal money is almost universally used for capital projects such as building new transit stations and replacing buses and trains, said Aaron Hake, government relations manager for the Riverside County Transportation Commission. But those purchases have a direct effect on daily operations. Agencies will reduce service if they can't replace aging buses and offer less service if they can't afford to draw new riders.

Inland transit agencies are hoping to lure more people by expanding service, so cutbacks loom at a critical time, many officials said. Omnitrans, the bus system for south-central San Bernardino County, is building its first bus rapid transit line in downtown San Bernardino, sbX, employing 220 workers.

"The House ... proposal jeopardizes future sbX corridors, transit bus purchases, equipment replacements, and state-of-good-repair agency infrastructure enhancements plus the jobs that go with them," Omnitrans CEO Milo Victoria said in an email.

About 10 percent, or \$20million, of Metrolink's capital budget would be affected by a loss of federal dollars, said spokeswoman Sherita Coffelt. Railcar rehabilitation and other improvements would be curtailed, and that would cost local jobs, she said, because much of the maintenance is done at Metrolink's Colton facility.

## NOTHING IN STONE

Rep. Ken Calvert, R-Corona, stressed that the House bill, at least for the next few years, contains dedicated funding for transit, and the language is not written in stone. Differences in bills passed by the two chambers would be reconciled by conference committee.

"I expect whatever comes out of there is going to be substantially different than what's coming out of the House and Senate," Calvert said.

House Republicans' plan to fund transportation and infrastructure projects through expected royalties from expanded oil and gas drilling also is a red flag for Democrats, who control the Senate.

"I don't support the House bill," said Sen. Barbara Boxer, D-Calif., who is leading efforts to pass the Senate's two-year measure. "I support what we did in a bipartisan way in the Senate, and that's what we're going to be pushing for."

Some Republicans contend Boxer's two-year bill doesn't provide long-term stability to local agencies.

Despite the differences, House Transportation Committee chairman John Mica expressed confidence that a deal is possible.

"There are ways to get things done around here," Mica, R-Fla., assured reporters this week inside the Capitol. "I'm working with Mrs. Boxer."

## MIXED MESSAGES

Rancor over transit's role in federal transportation policy sends a mixed message to Inland officials, McAllister said.

Inland transportation leaders have spent the past three years aggressively pushing local bus and train projects, while Washington offered millions of dollars in aid. Both the sbX project in San Bernardino and the Perris Valley Line — a planned extension of Metrolink service from Riverside to Perris — received \$75 million in federal transit funds.

Even one of the region's costliest highway projects, a \$1.3 billion widening of Highway 91 that includes toll lanes, won federal money only after local officials touted the expanded route's benefit for commuter buses.

The House plan relegates transit to second-tier status, McAllister said. "It leads you away from mass transit and back into your car."



**DATE:** March 7, 2012 Item #F-1  
**TO:** Board Chair Dick Riddell and Members of the Omnitrans Board of Directors  
**FROM:** Milo Victoria, CEO/General Manager  
**SUBJECT: CEO/GENERAL MANAGER'S REPORT**

Ridership for January 2012 was 1,332,494, compared to 1,238,350 in January 2011. This is a 7.6 percent increase from January of last year.

Year-to-date system-wide ridership through January 2012 was 9,367,118 which is an increase of 8.26 percent from last year-to-date. Fixed route ridership increased by 696,767 passengers year-to-date. Ridership on Access increased by 22,091 passengers, and OmniLink decreased by 4,311 passengers. OmniGo ridership was 10,404, which is a 4.1 percent increase over January 2011.

Year-to-date pass outlet sales through January 2012 decreased by 15,981 units, with 56,082 units sold compared to 72,063 units sold last year. This represents a decrease of 22.2 percent year-to-date. Revenue from pass outlet and ticket sales increased 16.4 percent from last year (\$3,328,270.20 vs. \$2,859,497.45 last year, an increase of \$468,772.75).

Year-to-date fixed route revenue through January 2012 was \$7,846,967 compared to \$7,753,820 last year, which is an increase of 1.2 percent.

On-time performance for January 2012 was 87.11 percent.

During the month of January, there were three vandalism incidents on Omnitrans buses – two in Fontana and one in San Bernardino.

Omnitrans participated in one outreach event in January – American Career College Community Fair and Alumni Mixer on January 26. Outreach events will pick up in the coming months.

After initially expressing interest, Applied LNG Technologies, LLC (ALT) of Westlake Village, CA, pulled out of negotiations for the contingent supply of LNG fuel. ALT is the only other LNG provider in the region with the capacity to provide the volume of fuel needed to operate our service. However, Omnitrans believes the depth of the LNG Delivery Service Mitigation Plan approved by the Board of Directors on January 4, 2012 is adequate to cover the potential unplanned delivery interruptions from local LNG plants

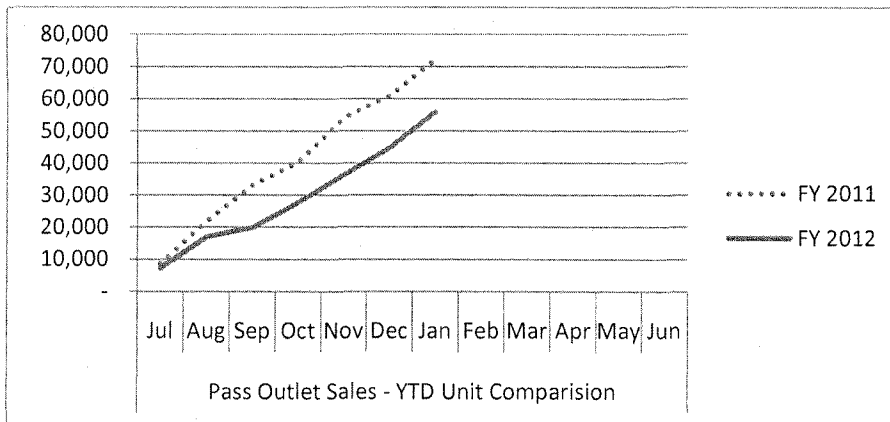
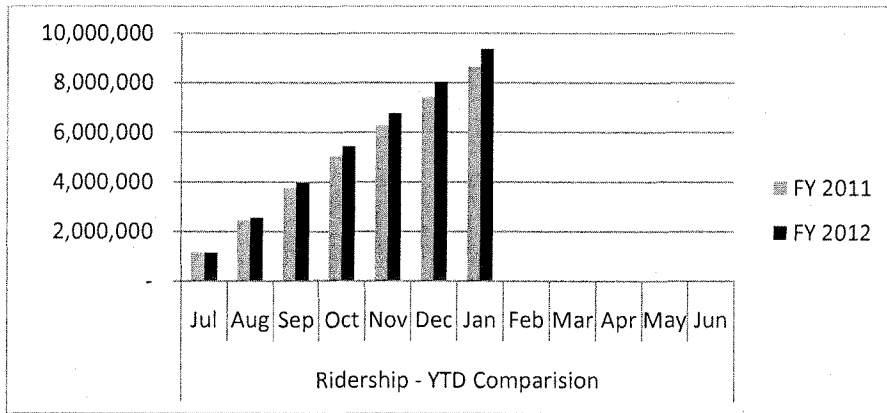
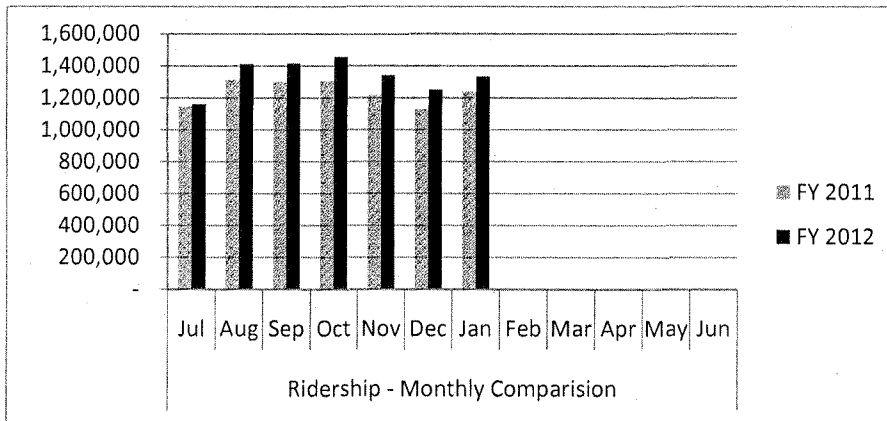
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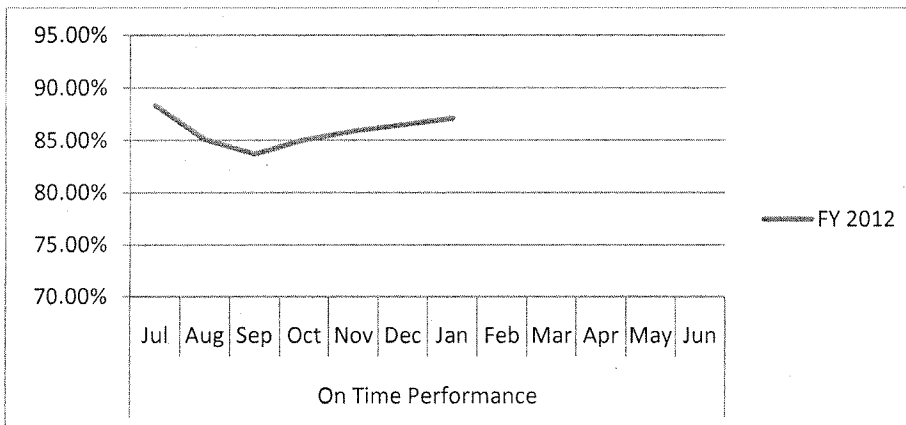
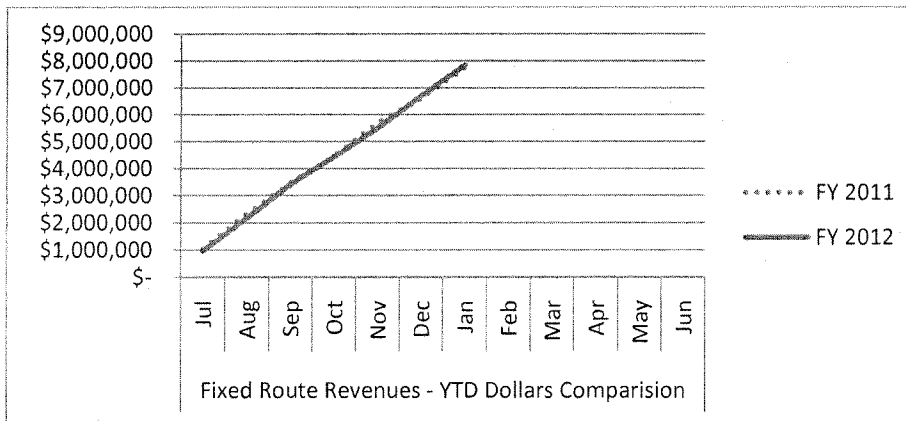
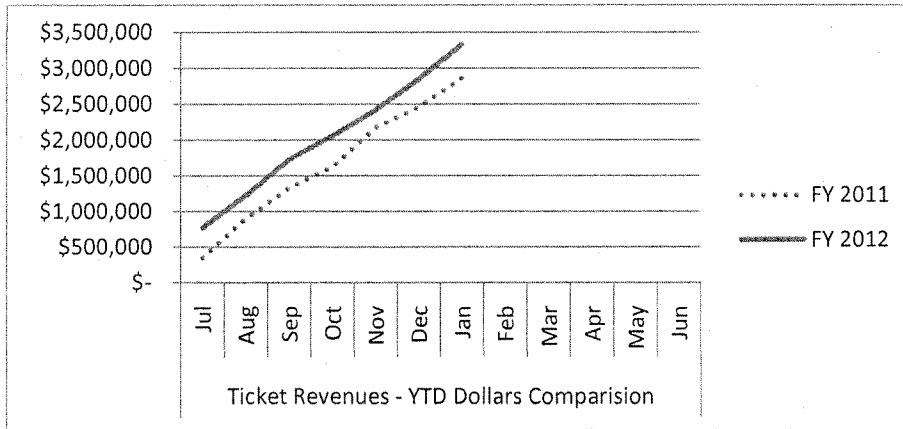
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CEO/General Manager Report – March 2012





CEO/General Manager Report – March 2012





**DATE:** March 7, 2012 Item #F-2  
**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 m.e.  
**SUBJECT: SALARY RANGES – PERSONNEL POLICY #402  
MANAGEMENT CONFIDENTIAL CLASSIFICATIONS**

Adopt revisions to Personnel Policy 402 – Salary Ranges, Management Confidential Classifications for non-represented employees to 2012 market and adjust to compa ratio with a financial impact of \$101,800.80 for the remainder of Fiscal Year 2012 (March through June) and \$305,642 for Fiscal Year 2013.

*This item was reviewed by the Administrative & Finance Committee and recommended for approval at its January 26, 2012 meeting and presented in Closed Session at the February 1, 2012 Board Meeting with direction to move revisions to policy forward to the March 2012 Board Meeting.*

*Note: Financial impact for the current fiscal year has been lowered by one month as revisions to Personnel Policy #402, if approved by the Board of Directors, would not be effective until adoption on March 7, 2012.*

**BACKGROUND AND SUMMARY**

Omnitrans Personnel Policy 402 – Salary Ranges, Management Confidential Classifications for non-represented employees was last updated in 2008. And, in April 2009, the prior CEO/General Manager implemented a wage freeze for non-represented employees. The Board will take no action with regard to the wage freeze. Wages for non-represented employees were frozen in place beginning in July 2009 and in many instances, non-represented employees have not received an increase in wages since July 2008. The Amalgamated Transit Union represented employees have received step increases throughout the timeframe and the Teamsters had step increases reinstated effective July 2011.

In the last six months, Omnitrans has had several highly qualified employees leave for better paying jobs within southern California. With the economy improving, Omnitrans will continue to see key employees leave our employ if we are not able to offer a competitive salary. We are also finding it difficult to attract qualified employees to replace the vacated positions with the current salary ranges.

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Upon thorough review, evaluation and direction of the Administrative & Finance Committee and the Board of Directors, the CEO/General Manager is requesting that the Board of Directors adopt the proposed revisions to Personnel Policy 402 – Salary Ranges, Management Confidential Classifications for non-represented employees to the 2012 market and adjust to compa ratio.

**FUNDING SOURCE**

The impact to Fiscal Year 2012's budget is \$101,800.80 and will be funded through all department's operating budget. The impact to Fiscal Year 2013 is \$305,642 and will be included in the proposed budget scheduled for adoption in May 2012.

Department: All  
Account: 501130, 501340, 502210, 502360, 502600, 502780



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

**CONCLUSION**

For the foregoing reasons, staff recommends that the Board of Directors adopt the revisions to Personnel Policy 402 – Salary Ranges, Management Confidential Classifications for non-represented employees to 2012 market and adjust to compa ratio with a financial impact of \$101,800.80 for the remainder of Fiscal Year 2012 (March through June) and \$305,642 for Fiscal Year 2013.

MV:ME



# PERSONNEL POLICY MANUAL

SUBJECT

**Salary Ranges  
Management Confidential Classifications**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

**PROPOSED** March 7, 2012

DATE: Jan 5, 2011

## I. Purpose

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

## II. Scope

All Departments

## III. Procedure

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

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

<b>Classification</b>	<b>Minimum</b>	<b>Mid-Point</b>	<b>Maximum</b>
<u>Level I</u>	9335	10475	12000
Chief Financial Officer	8497	10549	12600
<u>Level II</u>	7000	8760	9659
Department Director	7400	9188	10977
<u>Level III</u>	6162	7382	8473
Accounting Manager	6162	7635	9108
Employee Relations Manager			
Facility Manager			
Maintenance Manager			
Planning & Scheduling Manager			
Transportation Manager			
Treasury Manager			
<u>Level IV</u>	5500	6640	7305
Contracts Manager	5667	6678	7690
Database Administrator			
Construction Safety Manager (Capital Projects)			
Technical Services Manager			
Senior Contracts Specialist (Capital Projects)			



# PERSONNEL POLICY MANUAL

POLICY 402 PAGE 2 OF 4

SUBJECT

**Salary Ranges  
Management Confidential Classifications**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

**PROPOSED** March 7, 2012

DATE: Jan 5, 2011

<u>Level V</u>	4740	5825	6410
Application Developer	4824	5825	6711
Assistant to the CEO/GM			
Assistant Transportation Manager			
Community Outreach Specialist			
Dispatch Supervisor			
Facility Supervisor			
Fleet Safety & Training Supervisor			
HR Leave Administrator			
Planner II			
Planning Project Manager			
Safety & Regulatory Compliance Specialist			
Senior Buyer			
Senior Financial Analyst			
Shift Supervisor			
Web Designer			
<u>Level VI</u>	4000	4775	5250
Accountant	4125	4943	5760
Applications Specialist			
Contracts Specialist			
Customer Service Supervisor			
Field Supervisor			
Fleet Safety & Training Instructor			
Human Resources Analyst			
Human Resources Specialist			
Loss Prevention & Security Supervisor			
Materials Supervisor			
Operations Analyst			
Operations Services Supervisor			
Sales Supervisor			
Stops and Stations Supervisor			
<u>Level VII</u>	3685	4245	4745
Dispatcher	3838	4600	5362
Marketing Specialist			
Planner I			
Purchasing Specialist			



# PERSONNEL POLICY MANUAL

SUBJECT

## Salary Ranges Management Confidential Classifications

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS  
PROPOSED March 7, 2012  
DATE: Jan 5, 2011

<u>Level VIII</u>	3150	3625	4085
Administrative Secretary	3284	3825	4367
Department Senior Secretary			
Fleet Analyst			
Human Resources Assistant			
Payroll Technician			
Warranty Coordinator			

<u>Level IX</u>	2530	2980	3335
Human Resources Clerk	2758	3221	3685

When range changes occur every two years, Management & Confidential employees will maintain the same placement (compa ratio) in the new range.

When the ranges change every two years, placement within the range will be based on the following matrix (upon approval of department head), based on average of performance reviews from past two years and number of years in the current position.

Years in current position	Performance rating: 3	Performance rating: 3.5	Performance rating: 4	Performance rating: 4.5	Performance rating: 5
3 to 4	0%	0.25%	0.5%	0.75%	1.0%
5 to 9	1.0%	1.25%	1.5%	1.75%	2.0%
10 or more	2.0%	2.25%	2.5%	2.75%	3.0%

The following classifications are for Capital Projects and are mandated by the FTA:

<u>Level I</u>	8497	10549	12600
Program Manager			

<u>Level II</u>	7400	9188	10977
Construction Manager			

<u>Level III</u>	6162	7635	9108
Design Manager			
Planning Manager-Capital Projects			
Project Control Manager			
Public Relations Manager			
Quality Assurance Manager			



# PERSONNEL POLICY MANUAL

POLICY 402 PAGE 4 OF 4

SUBJECT

**Salary Ranges  
Management Confidential Classifications**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

PROPOSED March 7, 2012

DATE: Jan 5, 2011

The following classifications are for Capital Projects and are mandated by the FTA continued....

<u>Level IV</u>	5667	6678	7690
Construction Safety Manager			
Right-of-Way & Utilities Manager			
Senior Contracts Specialist			
<u>Level VI</u>	4125	4943	5760
Project Analyst			
<u>Level VIII</u>	3284	3825	4367
Administrative Secretary-Capital Projects			



**DATE:** March 7, 2012 **Item #F-3**

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

**THROUGH:** Milo Victoria, CEO/General Manager *MV*

**FROM:** Wendy Williams, Director of Marketing *WW*

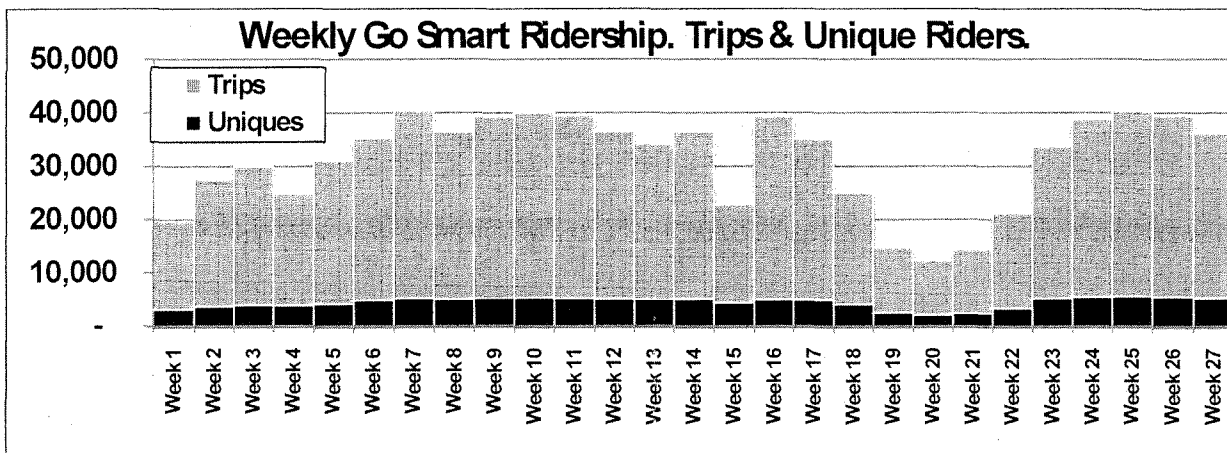
**SUBJECT:** COLLEGE FREE PASS PROGRAM

**FORM MOTION**

Receive and file an update on status of the “Go Smart” college free ride pilot program for 2011-12 and approve pricing plan for ongoing program funded by student fees at partner colleges.

**BACKGROUND AND SUMMARY**

With funding support from Omnitrans JPA members and participating local colleges, Omnitrans implemented a one-year pilot program offering “fare free” trips to students at California State University San Bernardino, Chaffey College, Crafton Hills College, and San Bernardino Valley College for the 2011-12 academic year. College students swipe their identification cards in Omnitrans fare boxes to validate their eligibility and to track student usage. Through 27 weeks of the program, over 871,000 trips were tallied and attributed to nearly 11,400 individual student IDs. This indicates that approximately 21 percent of enrolled students have utilized the program at some point. Additionally, over 5,300 unique students are riding each week, which represents 10 percent of enrolled students. Refer to chart below for weekly activity.



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Student referendums are moving forward at Chaffey College, San Bernardino Valley College and Crafton Hills College to approve student fees to continue the program beyond the pilot. CSUSB elected to delay a student referendum due to other fee increase referendums already on their student ballot this spring. CSUSB is aware that they must provide or identify special funding to extend the pilot program another year. Additionally, The Art Institute of California—Inland Empire, has expressed interest in joining the program. Omnitrans staff plans to implement a short-term pilot program prior to either party committing to a long term agreement.

Additionally, the program has benefitted local air quality by cutting emissions compared to single vehicle trips. For all four colleges combined, the following reductions were calculated:

- Reactive Organic Gases (ROG) 2.52 Tons
- Nitrogen Oxide (NOX) 1.24 Tons
- Particulate Matter (PM10) 0.41 Tons
- Carbon Monoxide (CO) 68.28 Tons

Omnitrans is finalizing emission reduction data reports for each individual contributing JPA member so that they can submit as required by the South Coast Air Quality Management District, the source of AB2766 funds used.

### **PRICING PROPOSAL**

Omnitrans proposes to establish a five-year agreement with each partner college to collect \$15 per student per year. Fees would be broken down by term (i.e. \$7.50 in both fall and spring semesters). Community colleges must offer a lower cost for part time than full time students—a 50 cent discount per term is proposed for students taking fewer than six credit hours. No fees would be collected for summer sessions; students enrolled in the prior spring semester could continue to ride with their student ID. To extend a comparable value to students who rely on Access, Omnitrans proposes a 20 percent discount on Access one-way base fare ticket purchases. If approved by students, a formal agreement will require ratification by the Omnitrans Board of Directors and each college's governing board.

This proposed pricing plan has the support of student government at each of the community colleges. Omnitrans' financial analysis indicates that this pricing structure would generate the revenue comparable to what would be expected in the absence of such a program when only about four percent of college students used Omnitrans. Revenue growth from the Go Smart program will be generated by anticipated increased enrollments at partner colleges.

#### **Timeline**

March—May:

- On campus outreach to support referendums to be held in April or May
- Provide progress reports and emission reduction data to JPA partners

June—July:

- Finalize agreements with partner colleges

August:

- Implement ongoing programs at partner colleges

**Status of Commitment from JPA members (as of February 24, 2012)**

<b>JPA Member</b>	<b>Amount</b>	<b>Status</b>
County of San Bernardino	\$8,000	Paid
Chino	\$18,375	Paid
Chino Hills	\$8,175	Paid
Colton	\$14,895	Invoiced
Fontana	\$93,165	Paid
Grand Terrace	\$5,775	Paid
Highland	\$12,000	Paid
Loma Linda	\$12,180	Paid
Montclair	\$7,305	Paid
Ontario	\$40,830	Paid
Rancho Cucamonga	\$91,545	Paid
Redlands	\$15,000	Paid
Rialto	\$51,375	Recommended by staff, tabled by Council on 7/12/11
San Bernardino	\$141,765	Paid first quarter installment
Upland	\$23,445	Paid
Yucaipa	\$34,725	Paid
<b>TOTAL</b>	<b>\$578,555</b>	
<b><i>Paid to date</i></b>	<b><i>\$405,961</i></b>	
To Come	\$172,594	

MV: WW



**DATE:** March 7, 2012 Item #F-4  
**TO:** Board Chair Dick Riddell and Members of the Omnitrans Board of Directors  
**THROUGH:** Milo Victoria, CEO/General Manager *MV*  
**FROM:** Rohan Kuruppu, Director of Planning and Development Services *RK for RR*  
**SUBJECT:** **AWARD SOLE SOURCE CONTRACT FOR THE OMNITRANS  
SBX/BRT DESIGN GUIDELINES, OPERATING AND MAINTENANCE  
POLICY MANUAL**

**FORM MOTION**

Authorize the CEO/General Manager to de-obligate \$324,104 of Federal Transit Administration (FTA) funds and \$81,025 of State Transit Assistance (STA) funds as shown in the Funding Source section, and re-obligate these funds to the Omnitrans sbX/BRT Design Guidelines project.

Authorize the CEO/General Manager to execute sole source contract with Parsons Transportation Group Inc., of Ontario, CA, for the completion of Omnitrans sbX/BRT Design Guidelines, Operating and Maintenance Policy and Manual, for an amount not to exceed \$392,300.

*This item was reviewed by the Administrative and Finance Committee at their February 13, 2012 meeting and recommended to the Board of Directors for approval.*

*The funding source had not been identified when the item was reviewed by committee. Funds have now been identified and require a deobligation/reobligation action in the amount of \$405,129. This includes \$392,300 sole source to the vendor and \$12,829 charged to Omnitrans' Cost Allocation Plan.*

**SUMMARY**

In the past decade, Omnitrans has invested more than \$17 million in the planning and engineering of the E Street sbX/BRT project. In order to avoid future duplication of resources, a manual will be created based on E Street sbX design, branding, and engineering work that will include policy and templates for the cost-effective design, planning, operation, and maintenance of E Street sbX and future sbX corridors. The Manual will enable Omnitrans to streamline the planning and engineering process for expansion of the E Street sbX corridor and future sbX

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projects, and deliver projects faster and more cost-effectively by capitalizing on previously completed planning and design work.

This task was not in the original sbX design contract with Parsons because staff could not develop a scope of work and budget for this task in the absence of a Locally Preferred Alternative determining the mode, alignment, and type of transit that would be used along the E Street corridor. The original research conducted by the project team, as well as the lessons learned from peer reviews and the Federal Transit Administration (FTA) reviews, allows for the development of specific guidelines.

Initially, Omnitrans staff proposed completing this task as a change order to the original Parsons' design contract. However, after discussions with the FTA and because the Design Guidelines are primarily an effort designed to improve the efficiency and cost effectiveness of designing future sbX corridors, staff now proposes completing this task as a new contract.

A sole source contract is being recommended with Parsons in order to have the Manual developed by the same team that performed the design and planning work for the E Street sbX corridor. This team has accumulated a wealth of original research and expertise, as well as an understanding of local needs and conditions. The development of the Manual will involve staff of all Omnitrans JPA members, planning organizations, FTA and Caltrans. An outside team would have to cull through original files created by the Parsons team as well as recreate original research.

The completion of this task will help the sbX Bus Rapid Transit Program in the San Bernardino Valley and meet the FTA's expectation of technology/knowledge sharing with the transit industry, cities and planning agencies. The Manual will document standards, specifications, and guidelines that can be applied to bus rapid transit projects nationwide. There are currently no nationally accepted bus rapid transit (BRT) design guidelines or standards.

The sbX/BRT design guidelines will enable cities and developers to engage in advanced planning and transit oriented development (TOD) planning. Omnitrans, SANBAG, and the cities of Ontario, Highland, and San Bernardino have recently been awarded grants for advanced planning of transit corridors and corresponding land uses. The design guidelines created through this project will allow Omnitrans and its member cities to leverage grants as well as private investments to put in place the infrastructure and land use changes needed for operation of future sbX corridors.

In the absence of comprehensive sbX/BRT design guidelines, each project owner (Omnitrans, cities, SANBAG or developers) would have to create guidelines for incorporating sbX/BRT service and transit oriented development planning. Non-uniform design standards across the BRT system would also create challenges for Omnitrans in operating BRT, as well as lose the consistency that is required to promote the "sbX" rapid transit brand.

**FUNDING SOURCE**

Total funding for this project is \$405,129 including the sole source contract of \$392,300 and \$12,829 charged to Omnitrans' Cost Allocation Plan. Prior to determining the contract amount, staff conducted an Independent Cost Estimate (ICE) for labor at \$297,750. The ICE for labor fell 0.6% (-\$1,740) below Parsons' estimated labor cost. The project also includes \$94,550 for publishing, aerial images, and contingency, bringing the total contract to \$392,300.

<b>FUND</b>	<b>YEAR</b>	<b>GRANT NUMBER</b>	<b>DESCRIPTION</b>	<b>(PROJ #)</b>	<b>Dollar Amount</b>
<b>De-Obligate</b>					
<b>FTA</b>	FY2009	CA-90-Y681	WV-Security Enhancements	D0922009F	<b>\$73,600</b>
<b>FTA</b>	FY2009	CA-90-Y681	EV-VAV Box for the Count Room	D0940304F	<b>\$11,478</b>
<b>FTA</b>	FY2008	CA-90-Y602	EOC Web Access	D0822016F	<b>\$60,000</b>
<b>FTA</b>	FY2008	CA-90-Y602	Vehicle Transponders	D0822011F	<b>\$58,127</b>
<b>FTA</b>	FY2008	CA-90-Y602	EV Parking Security Upgrade	D0822008F	<b>\$12,040</b>
<b>FTA</b>	FY2008	CA-90-Y602	WV Restripe Bus yard	D0840312F	<b>\$20,758</b>
<b>FTA</b>	FY2002	CA-90-Y098	Bar Code Scan/Fleetwatch	D0221104F	<b>\$88,101</b>
<b>Re-Obligate</b>					
<b>FTA</b>			sbX/ BRT Guidelines/Transit Enhancements	TBD	<b>\$324,104</b>

<b>De-Obligate</b>					
<b>STAF</b>	FY2009	09-09-OMNB	WV-Security Enhancements	D0922009S	<b>\$18,400</b>
<b>STAF</b>	FY2009	09-09-OMNB	EV-VAV Box for the Count Room	D0940304S	<b>\$2,920</b>
<b>STAF</b>	FY2008	09-09-OMNB	EOC Web Access	D0822016S	<b>\$15,000</b>
<b>STAF</b>	FY2008	08-06-OMNB	Vehicle Transponders	D0822011S	<b>\$14,531</b>
<b>STAF</b>	FY2008	08-06-OMNB	EV Parking Security Upgrade	D0822008S	<b>\$3,010</b>
<b>STAF</b>	FY2008	08-06-OMNB	WV Restripe Bus yard	D0840312S	<b>\$5,190</b>
<b>STAF</b>	FY2002	09-10-OMNB	Bar Code Scan/Fleetwatch	D0221104S	<b>\$21,974</b>
<b>Re-Obligate</b>					
<b>STAF</b>			sbX/ BRT Guidelines/Transit Enhancements	TBD	<b>\$81,025</b>
			<b>Total Funding</b>	<b>TOTAL</b>	<b>\$405,129</b>

*ASW* Verification of Funding Source and Availability of funds  
 (Verified and initialed by Finance)

**CONCLUSION**

Authorize the CEO/General Manager to de-obligate \$324,104 of Federal Transit Administration (FTA) funds and \$81,025 of State Transit Assistance (STA) funds as shown in the Funding Source section, and re-obligate these funds to the Omnitrans sbX/BRT Design Guidelines project.

Authorize the CEO/General Manager to execute sole source contract with Parsons Transportation Group Inc., of Ontario, CA, for the completion of Omnitrans sbX/BRT Design Guidelines, Operating and Maintenance Policy and Manual, for an amount not to exceed \$392,300.

MV:RK:AR

- Attachments:  
 Timeline  
 Independent Cost Estimate

**TIMELINE**

<b>Timeline</b>	<b>Task</b>
March 2012	Hold kickoff meeting with Omnitrans, Parsons, and Gruen
	Review previous design guidelines prepared by Parsons, Gruen, and Omnitrans
	Prepare detailed work plan and public involvement plan
May 2012	Conduct interviews with key stakeholders (city officials)
	Develop existing conditions report
August 2012	Facilitate workshops with city officials and staff
	Prepare draft policy document
October 2012	Conduct public involvement, including workshops, outreach to community groups, etc.
	Prepare final policy document
December 2012	Publish final work products

# Omnitrans sbX/BRT Design, Operating and Maintenance Policy and Manual - ICE

<b>Task/Deliverable Description</b>	<b>Hours/Cost</b>
<b>Deliverable 1</b>	
1. Kickoff meeting. Review existing bus stop design guidelines document and other previous reports, sbX plans, and architectural and engineering drawings of existing transit infrastructure.	30
2. Establish evaluation criteria / Measures of Effectiveness (MOE)	30
3. Review existing conditions data including aerial photos and cities' General Plans/Specific Plans for relevant areas.	20
4. Visit sites to evaluate connectivity, adjacent development, accessibility, etc. Coordinate with SANBAG and cities - recent pedestrian/bike study.	50
5. Discuss with Omnitrans operations staff and representatives of relevant cities as to lessons learned and public/private partnerships achieved. Omnitrans to arrange meeting.	35
6. Evaluate branding, connectivity, site planning and station design related to stimulating transit supportive uses and development.	40
7. Evaluate transit operations, ridership, engineering, and cost effectiveness.	30
8. Prepare report	100
<b>Sub-total</b>	<b>335</b>
<b>Deliverable 2 Graphics and text for 10-page graphic-rich color booklet to tell the story of Omnitrans' accomplishments and explain the importance and benefits of transit for the community. Parsons will provide text and graphics to Omnitrans for production of booklets.</b>	
1. Review and edit text and illustrations created by Omnitrans.	
2. Provide additional needed text and graphics.	50
3. Evaluate messaging needed to reach various target audiences (i.e., public, elected officials, developers, businesses, planners, engineers, design professionals, etc.)	50
<b>Sub-total</b>	<b>100</b>
<b>Deliverable 3 Materials to use in stakeholder involvement during development of tool kit for transit infrastructure design. Gruen will provide electronic files to Omnitrans as well as provide hard copy handouts for meetings (sign in, agendas, flyers, informational handouts)</b>	
1. Coordinate workshops with city officials (including elected officials, planners, engineers, public works, law enforcement, and community health professionals), design professionals, developers, community groups, and public. Purpose of workshops is to discuss how cities, Omnitrans, and other partners can work together to build and maintain transit infrastructure and incorporate transit infrastructure into community design.	40
2. With workshop participants, conduct informal SWOT (strengths, weaknesses, opportunities, threats) analysis to examine cities' transit infrastructure, what could be improved, and what steps to take next.	20
3. Prepare materials and organize materials for posting on internet.	40
4. Prepare PowerPoint for presentation and posting on web based on previous work.	40
5. Assist Omnitrans with identifying ways to reach out to and gain input on transit infrastructure amongst stakeholders and general public. Prepare an outreach strategy.	30
<b>Sub-total</b>	<b>170</b>



**Deliverable 4 Architectural and engineering specifications for various types of stop and station designs, with accompanying text. To use in online toolkit as an updated version of bus stop design guidelines. Parsons will provide raw electronic files and one hard copy of specifications to Omnitrans.**

1. Review with Omnitrans previous work prepared by the Parsons team for sbX Phase 1 for inclusion of a package to guide in design of future sbX corridors, as appropriate:	60
a. Design Criteria and Standards Report – April 2009	
b. Draft Urban Design Report – June 2009	
c. sbX construction drawings “typical stations” and specifications – Jan 5, 2011.	
branding.	40
3. Review and comment on Bus Stop Guidelines prepared for Omnitrans in Oct 4, 2006 for BRT requirements.	40
4. Include consideration of the following elements in transit infrastructure design:	40
a. Omnitrans safety and security design guidelines for Crime Prevention Through Environmental Design.	
b. Specifications for Omnitrans Bus Arrival Prediction Information System signage.	
c. Environmental considerations such as use of reclaimed materials, resource conservation, native landscaping, runoff reduction, etc.	
d. Connectivity with various modes include bicycles, pedestrians, local buses, bus rapid transit, taxis, charter bus service, commuter rail, light rail, etc.	
5. Prepare new streamlined document consisting of text and graphics for use for designing other BRT corridors including system-wide branding, station types, urban design and engineering criteria, connectivity criteria, and land use considerations.	230

<b>Sub-total</b>	<b>410</b>
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**Deliverable 5 Table of various elements of transit stop/station design that are appropriate in varying contexts (e.g., elements such as sign, bench, shelter, bike racks, station buildings, based on context such as footprint, ridership, number of routes, number of buses, etc.). Parsons will provide the electronic file and one hard copy of table to Omnitrans.**

	150
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<b>Sub-total</b>	<b>150</b>
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**Deliverable 6 Guidance for integrating transit infrastructure into community design and development.**

List finance and policy mechanisms for partnerships to fund and develop transit infrastructure that is integrated into community design (i.e., sample zoning text, sample architectural design review guidelines, sample agreements).	240
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Task 2	
<b>Sub-total</b>	<b>240</b>

**Deliverable 7 Rich illustration of transit-oriented design guidelines.**

List finance and policy mechanisms for partnerships to fund and develop transit infrastructure that is integrated into community design (i.e., sample zoning text, sample architectural design review guidelines, sample agreements).	40
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<b>Sub-total</b>	<b>40</b>
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**Deliverable 8 Interactive online tool to provide resources, guidelines, and specifications for livable neighborhood design, including transit stop and station design, transit-oriented development, land use planning and site plan review, maintenance processes financing and partnerships, etc.**

Prepare graphics and templates. (two drafts for approval)	160
<b>Sub-total</b>	<b>160</b>

**Deliverable 9 Planned versus actual comparisons for all Omnitrans projects. Parsons will provide the electronic file and one hard copy of technical paper to Omnitrans.**

	200
<b>Sub-total</b>	<b>200</b>

**Deliverable 10 Develop Infrastructure Operating and Maintenance Policy and Manual**

	180
<b>Sub-total</b>	<b>180</b>

<b>Total Hours</b>	1,985
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Estimated Hourly Cost	\$150
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<b>Omnitrans Independent Cost Estimate - Labor</b>	<b>\$297,750</b>
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Parsons estimate - Labor	\$299,490
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Variance	(1,740)
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<b>Other Costs</b>	
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20% contingency for city-requested additions and modifications	\$59,550
--	----------

Publishing	\$25,000
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10 high resolution aerial photos @ \$1,000 per location	\$10,000
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<b>Sub-total</b>	<b>\$94,550</b>
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Omnitrans Independent Cost Estimate	\$297,750
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<b>Total</b>	<b>\$392,300</b>
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**DATE:** March 7, 2012 Item #F-5

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

**THROUGH:** Milo Victoria, CEO/General Manager *[Signature]*

**FROM:** Rohan Kuruppu, Director of Planning and Development Services *[Signature] for RK*

**SUBJECT: AGREEMENT BETWEEN THE CITY OF YUCAIPA AND  
OMNITRANS FOR YUCAIPA TRANSIT CENTER PHASE II**

**FORM MOTION**

Authorize the CEO/General Manager to execute the attached Funding, Design, Construction, Maintenance, and Operating Agreement, with the City of Yucaipa to cooperate and participate in the design and construction of the Yucaipa Transit Center Phase II (Attached).

*Omnitrans legal counsel has reviewed and approved the agreement.*

**BACKGROUND**

Yucaipa Transit Center Phase I was completed in June 2010 with the grand opening commencing on July 12, 2010. During Phase I, there was a safety concern as there is a wash just north of the transit center. The City of Yucaipa put up fencing along the perimeter to deter pedestrians from accidental falls down the wash. This was to be a temporary solution until a viable option became available. Fortunately, Yucaipa Transit Center Phase I came under budget and now funds are available to create a permanent solution for the northern part of the transit center.

Phase II of the Yucaipa Transit Center will be to prepare plans and specifications to extend the existing underground storm drain system from 5<sup>th</sup> street 470 lineal feet to the west, grade the vacant area north of the Transit Center/Library site and construct an extended parking area for the Transit Center.

The scope of the work includes completing the design and construction of the proposed work, administering the professional services contracts for the design and construction of the project, acquiring the necessary permits and land interests required for the project and providing all inspections, testing and monitoring required for the project.

Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411  
Phone: 909-379-7100 • Web site: [www.omnitrans.org](http://www.omnitrans.org) • Fax: 909-889-5779

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Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

Omnitrans will be responsible for providing an amount not to exceed \$462,466 from FTA FY09 Section 5307 Federal ARRA Funds for the design, construction and project management of the Yucaipa Transit Center Phase II.

The City agrees to provide \$200,000 for estimated staff costs for project administration plus the value of the land that is to be used as the local match for the federal funds.

**FINANCIAL ANALYSIS**

There will be no impact on Omnitrans' operating budget. Omnitrans will be charging \$22,000 to account for all administrative costs associated with managing this project.

Funding Source	Budget Funds	Total
FTA Section 5307 (ARRA)	\$462,466	\$462,466
<u>City Contribution</u>	\$200,000	\$200,000
<u>TOTAL</u>	\$662,466	\$662,466

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

**CONCLUSION**

Authorize the CEO/General Manager to execute the attached Funding, Design, Construction, Maintenance, and Operating Agreement, with the City of Yucaipa to cooperate and participate in the design and construction of the Yucaipa Transit Center Phase II (Attached).

MV:RK:NS

YUCAIPA TRANSIT CENTER PROJECT PHASE II  
FUNDING, DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATING  
AGREEMENT

BETWEEN

THE CITY OF YUCAIPA  
34272 Yucaipa Boulevard  
Yucaipa, CA 92399-9950

AND

OMNITRANS  
1700 W. Fifth Street  
San Bernardino, CA 92411-2499

This AGREEMENT, entered into on \_\_\_\_\_ is between the CITY OF YUCAIPA a body politic and a municipal corporation of the State of California, referred to herein as CITY

and

OMNITRANS, a joint powers public transit agency, referred to herein as OMNITRANS.

RECITALS

1. OMNITRANS and CITY mutually desire to cooperate and participate in the development and construction of Phase II of the Yucaipa Transit Center, referred to herein as "PROJECT" and located in the City of Yucaipa at 34272 Yucaipa Boulevard, Yucaipa, CA 92399-9950. (Exhibit – A)
2. OMNITRANS and CITY desire to specify herein the terms and conditions under which the PROJECT shall be funded, designed, constructed, maintained, and operated.
3. OMNITRANS and CITY wish to select an experienced architectural and/or engineering firm(s) or team of firms herein referred to as CONSULTANT(s), to aid the CITY and OMNITRANS in the planning and, if approved, the design process of the project.

4. The overall PROJECT will be to prepare plans and specifications to extend the existing underground storm drain system from 5<sup>th</sup> street 470 lineal feet to the west, grade the vacant area north of the Transit Center/Library site and construct an extended parking area for the Transit Center.

The scope of the work includes completing the design and construction of the proposed work, administering the professional services contracts for the design and construction of the project, acquiring the necessary permits and land interests required for the project and providing all inspections, testing and monitoring required for the project.

5. OMNITRANS and CITY wish to award a construction contract, upon joint approval of the design process, to an experienced contractor or group of contractors herein referred to as CONTRACTOR once the design process has been completed and the respective agencies elect to go forward with the project at that time.

#### Payment Upon Termination

All eligible and approved costs incurred during each phase of the project, including consulting, contracting, printing, copying, advertising, noticing and project administration as required to complete said phase shall be reimbursed through the Federal/State funding identified. In addition, should some unforeseen circumstance beyond the control of the parties occur, such as a loss in funding for the project at the State/Federal level during any phase of the project, then either party may give written notice of its intent to terminate the project and all eligible costs to date will be reimbursed through the State/Federal funds identified for the project. In the event of such termination OMNITRANS shall authorize payment to the CONSULTANT and CITY for project administration as full payment for all services performed which have been previously approved and actually incurred by CONSULTANT/CITY at the time of termination, which amount shall not exceed the reasonable value of the work completed according to the schedule established pursuant to Section I.

In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion. Additionally in no event will Omnitrans be required to provide any funding if grant funding is denied.

## SECTION I

### OMNITRANS AGREES:

1. To provide an amount not to exceed \$462,466. Funding sources shall be limited to a \$462,466 apportionment approved by the Federal Transit Administration (FTA) pursuant to 49 U.S.C. § 5307 ("Section 5307") American Recovery and Reinvestment Act (ARRA) Funds. The sum of \$440,466 will be used directly towards the PROJECT and the remaining \$22,000 will cover OMNITRANS' administrative cost over the life of the project. OMNITRANS' funding obligations for the PROJECT shall include all approved elements of design and construction including, but not limited to, construction document development, necessary approvals, construction management, inspection, and project closeout. OMNITRANS shall reimburse to the CITY the total of all such documented costs incurred by the CITY according to the procedure set forth in Section II.13, not to exceed \$440,466. Funding for the PROJECT from OMNITRANS shall not be derived from any other sources.
2. To fully fund the work performed by the CONSULTANT during the architectural and engineering phases of the PROJECT, including the preparation of construction documents utilizing Federal/State aid.
3. To use the Local Share of \$462,466 in estimated staff costs for project administration and the value of the land that is to be provided by CITY as the local match for the federal funds.
4. To attend pertinent meetings set forth by the CONSULTANT and/or CITY regarding the development process of PROJECT.
5. OMNITRANS shall defend with counsel reasonably approved by CITY, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any breach of contract, negligent acts, omissions or willful misconduct of OMNITRANS arising out of or in connection with OMNITRANS' performance of this Agreement and/or the PROJECT.
6. To cooperate and participate fully in the selection of an experienced architectural/engineering firm or team of firms, herein collectively referred to as CONSULTANT, to assist CITY and OMNITRANS in the planning and conceptual engineering processes of PROJECT.
7. Cooperate fully in identifying additional sources of grant funds for the construction phase of this PROJECT.
8. Facilitate the reimbursement of the eligible planning and conceptual engineering costs utilizing the FTA funds approved for this PROJECT.

## SECTION II

### CITY AGREES:

1. To cooperate and participate fully in the selection of an experienced architectural/engineering firm or team of firms herein collectively referred to as CONSULTANT, which will aid the CITY and OMNITRANS in the planning and design process of the PROJECT. The CITY and OMNITRANS shall select the CONSULTANT jointly based on the City's Purchasing Policy for retaining consultants for professional services. Once the CONSULTANT is selected, CITY shall be responsible to negotiate, award and administer the contract with the CONSULTANT. The contract with the CONSULTANT shall provide for the CONSULTANT's responsibility for organizing and coordinating meetings with the CITY and OMNITRANS, for developing design features, necessary elements, and amenities for the PROJECT and for creating preliminary and final construction budget estimates for the PROJECT.
2. To pay up-front costs of the work performed by the CONSULTANT during the planning and conceptual engineering phase of the PROJECT, including the preparation of construction documents until such time as reimbursement requests are expediently processed by OMNITRANS.
3. To provide the land for the development and construction of PROJECT, keep the land free and clear from any encumbrances, to perform all necessary investigations and complete and obtain all necessary permits for the use of the identified land for this PROJECT, and to apply the value of the land as the local match by OMNITRANS for its portion of federal funding. CITY warrants that it has available to it all funds and other assets necessary to comply fully with the terms of this Agreement.
4. To attend pertinent meetings set forth by the CONSULTANT and/or OMNITRANS regarding the development of PROJECT.
5. To provide a value of \$200,000 (43% of approved FTA funding) in staff time to manage the conceptual design, planning, final design and construction of PROJECT.
6. To provide all applicable permits required by CITY, the State of California and other entities at no cost to OMNITRANS as a part of the CITY's local match.
7. To claim full ownership of PROJECT upon completion and acceptance of the improvements.
8. To maintain and upkeep all portions of the completed PROJECT, including, but not limited to, the daily cleaning of public and coach operators' restrooms, trash removal, facilities maintenance of the transit center and all other maintenance pertaining to Phase I and Phase II of the Yucaipa Transit Center Project.



9. To construct, maintain, and operate traffic signals and street safety lighting modified by the Project, on adjacent streets at CITY's sole expense.
10. To provide conceptual and final design administration, construction management and related administrative support required during the bid and construction phase of the PROJECT.
11. To provide or require CONTRACTOR to provide bid guarantee, contract performance, payment bonds, and any other bonding requirements to the extent deemed adequate by Federal, State, and Local jurisdictions. For the purpose of this Agreement, City agrees to require that CONTRACTORS provide performance and payment bonds at a level of 100% of the contract price.
12. . City shall comply with all requirements of the FTA 2010 Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including submission to OMNITRANS on a quarterly basis, of reports that document the status of the PROJECT'S implementation progress, including task completion status, budget status, and adherence to PROJECT. In addition to and notwithstanding any other of CITY's obligations under this Agreement, CITY agrees that it will be responsible for any damages and expenses, including fines imposed by the FTA and any attorney's fees which OMNITRANS suffers by virtue of the CITY's breach of any term of this Agreement.
13. To submit to OMNITRANS, on no less than a quarterly basis, detailed payment applications that document the status of PROJECT'S implementation progress, including task completion status, budget status, and adherence to PROJECT.
  - A. To submit requests for reimbursement or disbursement of Federal Funds in conformity with the following procedures:
    - (1) For each reimbursement or disbursement requested, the CITY shall provide a written invoice to OMNITRANS specifying the amount requested to be disbursed, the purpose for which the disbursement is required and such additional supporting documentation and background information, such as copies of checks and invoices, as OMNITRANS may reasonably require.
    - (2) Each invoice requesting a distribution shall be accompanied by a written certification of the CITY's Administrator or his designee that such disbursement as requested by the CITY fully complies with this Agreement, and that the CITY will use the funds disbursed for the purpose indicated in its invoice.

- (3) Within five (5) working days of the receipt of an invoice and accompanying certification, OMNITRANS shall notify the CITY as to what, if any, additional supporting documentation and background information will be required. CITY shall make all required documentation available to OMNITRANS within five (5) working days, unless a longer period is stipulated in writing by OMNITRANS.
- (4) The first week of the following month after invoice submittal to OMNITRANS pursuant to Section II.13.A.(1) above, OMNITRANS shall:
  - (i) disburse (including through electronic transfer of funds, if so requested and if CITY provides the necessary information) so much of the requested funds which it reasonably believes it can disburse without violating the terms of either the grant or of applicable federal, state, or local law or regulation; and
  - (ii) notify the CITY as to why it reasonably believes that it is unable to disburse some or all of the requested funds without violating the terms of either the grant or of applicable federal, state, or local law or regulation pursuant to Section II.13.A.(6) herein.
- (5) In the event that OMNITRANS provides notification to CITY pursuant to Section II.13.A.(4) or otherwise disputes any charge or cost contained within the CITY's invoice or application for payment, the amount then due the CITY shall be reduced by the sum in dispute and the balance timely paid. If OMNITRANS reduces any invoice or application for payment submitted by CITY, OMNITRANS shall, within ten (10) days of OMNITRANS' receipt of the invoice or the application for payment, inform CITY, in writing, of the amount and reason for such deduction. Within not more than ten (10) days of receipt of such notice, CITY shall prepare and submit to OMNITRANS any requested explanation or justification of the amounts in dispute. OMNITRANS shall, within not more than ten (10) days of OMNITRANS' receipt of the CITY's explanation or justification, either pay the disputed amount or provide the CITY with a written explanation of OMNITRANS' continuing objection. CITY and OMNITRANS agree to seek, in good faith, a timely and equitable resolution of any disputed amounts.
- (6) In the event that the Federal Transit Administration (FTA) advises OMNITRANS that any requested disbursement of FTA Section 5307 Funds would constitute a violation of the terms of either the grant of FTA Section 5307 Funds or of applicable federal, state or local law or regulation, OMNITRANS shall notify the CITY within three (3) days in writing ("Violation Notice"). If PROJECT costs incurred by CITY prior to the receipt of the Violation Notice cannot ultimately be paid out of the FTA Section 5307 Funds, the CITY will bear the costs of items not previously approved by Omnitrans and the FTA.

14. Once the parties agree upon a CONSULTANT, CITY shall perform the work required to complete the PROJECT under this Agreement. CITY shall be responsible for all duties relative to the construction phase of this PROJECT, including complying with all bidding and contract administration requirements relative to construction of a public works project, with all due diligence and in a skillful and competent manner. CITY represents and warrants to OMNITRANS that it and/or its CONTRACTORS has or will have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work required to complete the PROJECT. CITY further represents and warrants that it and/or its contractors shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.
15. The CITY shall agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto.
16. CITY shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to the PROJECT, files, accounts, reports, cost proposals with backup data, and all other material relating to the PROJECT. CITY shall, upon request, make all such materials available to OMNITRANS or its designee at any reasonable time during the term of the Agreement and for three (3) years from the date of final payment to CITY, for auditing, inspection, and copying. Any contract, entered into as a result of this Agreement, shall contain all of the provisions of this paragraph.
17. CITY shall defend with counsel reasonably approved by OMNITRANS, indemnify and hold OMNITRANS, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any breach of contract, negligent acts, omissions or willful misconduct of CITY arising out of or in connection with CITY's performance of this Agreement and/or the PROJECT.
18. CITY shall require and ensure that CONSULTANT, CONTRACTOR and any subcontractors will obtain and maintain insurance of the types and in the amounts described below and satisfactory to OMNITRANS.
  - A. Commercial General Liability Insurance. CITY's CONSULTANT shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

- (1) Name CITY, OMNITRANS and their officials, officers, employees, agents, and consultants, as insureds with respect to performance of this Agreement and/or the PROJECT. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insureds.
  - (2) Be primary with respect to any insurance or self-insurance programs covering OMNITRANS, its officials, officers, employees, agents, and consultants.
  - (3) Contain standard separation of insured's provisions.
- B. Business Automobile Liability Insurance. CITY's CONSULTANT shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. Public and Property Damage Liability Insurance. CITY's CONTRACTORS shall maintain public and property damage liability insurance policy of not less than \$1,000,000 combined single limits liability coverage for bodily injury and/or property damage.
- D. Workers' Compensation Insurance. CITY's CONSULTANT shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident.
- E. Errors and Omissions. CITY's CONSULTANT shall maintain errors and omissions insurance with a \$1,000,000 combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- F. Professional Liability. \$1,000,000 per occurrence.
- G. Certificates/Insurer Rating/Cancellation Notice.
- (1) CITY shall require, prior to commencement of the Project, that CONSULTANT furnish properly executed certificates of insurance, and certified copies of endorsements, and policies, which shall clearly evidence all insurance required in this Section. CITY shall require that the contract with CITY's CONSULTANT include thirty (30) days prior written notification to both CITY and OMNITRANS of pending insurance cancellation, expiration, or material reduction.
  - (2) CITY's CONSULTANT shall maintain such insurance from the time the Agreement commences until the PROJECT is completed, except as may be otherwise required by this Section.

- (3) CITY's CONSULTANT shall place insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.
  - (4) CITY's CONSULTANT shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the PROJECT.
20. In the event that the parties agree to go forward with Phase II of the PROJECT, CITY agrees to contribute a minimum of 43 % of the costs for this Phase that are not paid for by the funds described in Section I.1.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date of execution by both parties until PROJECT completion, including submission of all required reports, unless earlier terminated herein by either party.
2. The cost of any and all maintenance referred to throughout this Agreement shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with the State of California's standard accounting procedures.
3. Any termination of operation or maintenance to the PROJECT will require FTA approval prior to termination. The initiating party that decided to terminate service will notify both FTA and the non-initiating party of the termination in writing, describing the reasons for termination, and will be responsible for any penalties imposed by FTA.

Upon termination of operation or maintenance to the PROJECT, both parties shall identify a mutually preferred site for transit operations, if applicable. After the useful life, if relocation is necessary, both parties will notify FTA and request disposition instructions and identify a mutually preferred location.

4. CITY acknowledges that failure to comply with any material provisions of this Agreement (such failure to comply is hereinafter called a "Default"), including failure to adhere to specified PROJECT milestones described in Exhibit "B" ("Milestones and Reporting"), may, in the sole but reasonable discretion of OMNITRANS, result in revocation of funding for the PROJECT by OMNITRANS. In the event OMNITRANS's Director of Planning determines that CITY has committed a Default by failing to comply with a material provision of this Agreement, OMNITRANS will notify CITY in writing of the Default. CITY shall have thirty (30) days (unless a shorter time is reasonably determined by OMNITRANS's Director of Planning to be required as a result of unusual circumstances) from the date of OMNITRANS's letter of notification of Default to cure the Default. In the event CITY fails to cure the Default or dispute the Default under the provisions of Section III, item 11 within the time allowed or if the CITY's dispute is not resolved in the CITY's favor, OMNITRANS's Director of Planning may revoke the funding for the PROJECT and terminate this Agreement by written notice to the CITY. If the Default is a failure to adhere to one or more specified milestones of Exhibit "B" ("Milestones and Reports"), the CITY may request an amendment to this Agreement which specifies a revised schedule for attaining the milestone(s). The request for amendment to the Agreement must provide complete justification for the proposed schedule revision. If such an amendment is approved by the OMNITRANS Board of Directors, such amendment shall cure the Default. Any federal funds which may become available as a result of revocation of such funding and termination of this Agreement due to CITY's failure to timely cure a Default, may not be utilized by the CITY in any manner, but will be returned to or remain with OMNITRANS to be used in its sole discretion.
5. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
6. Upon completion of all work under this Agreement, ownership and title to materials, equipment, structures, and appurtenances, which are installed within CITY's property, shall automatically be vested in the CITY.
7. Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in third parties not party to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of facilities different from the standard of care imposed by law.

8. All notices and correspondence are to be sent to the following addresses:

OMNITRANS  
Attn: Milo Victoria  
CEO/General Manager  
1700 W. Fifth Street  
San Bernardino, CA 92411-2499

City of Yucaipa  
Attn: Raymond Casey  
City Manager  
34272 Yucaipa Blvd.  
Yucaipa, CA 92399-9950

With Invoices to:  
Attn: Nancy Strickert  
Planning Project Manager  
OMNITRANS  
1700 W. Fifth Street  
San Bernardino, CA 92411-2499



9. This Contract shall be binding on the successors and assigns of the parties, but may not be assigned by CITY without approval from OMNITRANS.
10. Prohibited Interests.

CITY OF YUCAIPA:

- A. Solicitation. CITY maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CITY, to solicit or secure this Agreement. Further, CITY warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CITY, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, OMNITRANS shall have the right to rescind this Agreement without liability.
- B. Conflict of Interest. For the term of this Contract, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. CITY covenants that at present time it has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performance of the Agreement or the PROJECT required hereunder.

OMNITRANS:

- A. Solicitation. OMNITRANS maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for OMNITRANS, to solicit or secure this Agreement. Further, OMNITRANS warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for OMNITRANS, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability.
- B. Conflict of Interest. For the term of this Contract, no member, officer or employee of OMNITRANS, during the term of his or her service with OMNITRANS, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. OMNITRANS covenants that at present it has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performance of the Agreement or the PROJECT required hereunder.

11. 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 attorney's fees. This paragraph shall not apply to those costs and attorney's fees directly arising from any third party legal action against a party hereto and payable under Section I, Paragraph 5 or Section II, Paragraph 18, Indemnification.

12. In the event any dispute arises between the parties under or in connection with this Agreement, the dispute shall be decided by the Director of Planning of OMNITRANS or his/her duly authorized representative within thirty (30) calendar days after notice thereof in writing which notice shall include a detailed statement of the grounds of the dispute and why the dispute should be resolved in OMNITRANS' favor. If CITY does not agree with the decision, then CITY shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the CEO/General Manager of OMNITRANS. If the CEO/General Manager fails to resolve the dispute in a manner acceptable to CITY, then such appeal shall be made to the OMNITRANS Board of Directors. If the dispute is not resolved, then such appeal shall be decided by a court of competent jurisdiction. During resolution of the dispute, CITY shall proceed with the performance of this Agreement to the extent practicable.
  
13. Whenever review, consent, or approval of either party must be given or where it can be withheld, that party must not unreasonably review or unreasonably withhold such consent or approval.
  
14. This AGREEMENT supersedes any prior oral or written agreement in relation to this PROJECT.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and there are no other representations, promises, warranties, covenants or undertakings with respect thereto.

In witness thereof, the parties have caused this Agreement to be executed by their respective officers.

OMNITRANS

CITY OF YUCAIPA

By: \_\_\_\_\_  
Milo Victoria  
CEO/General Manager

By: \_\_\_\_\_  
Raymond Casey  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

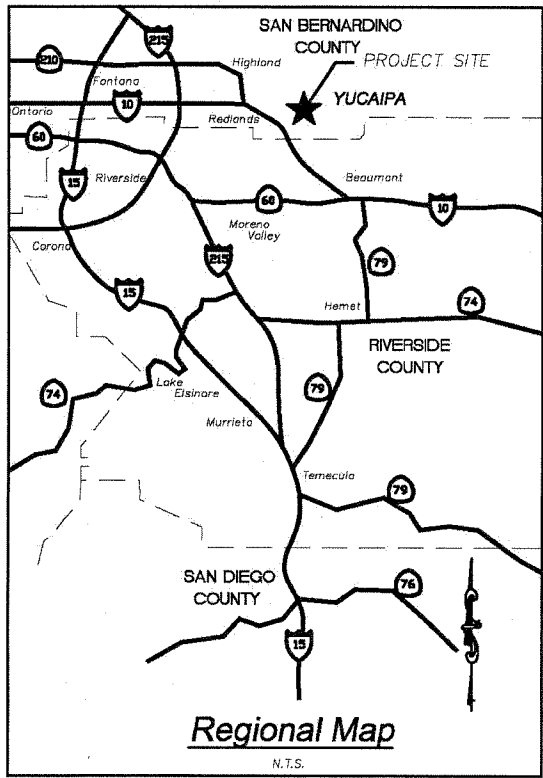
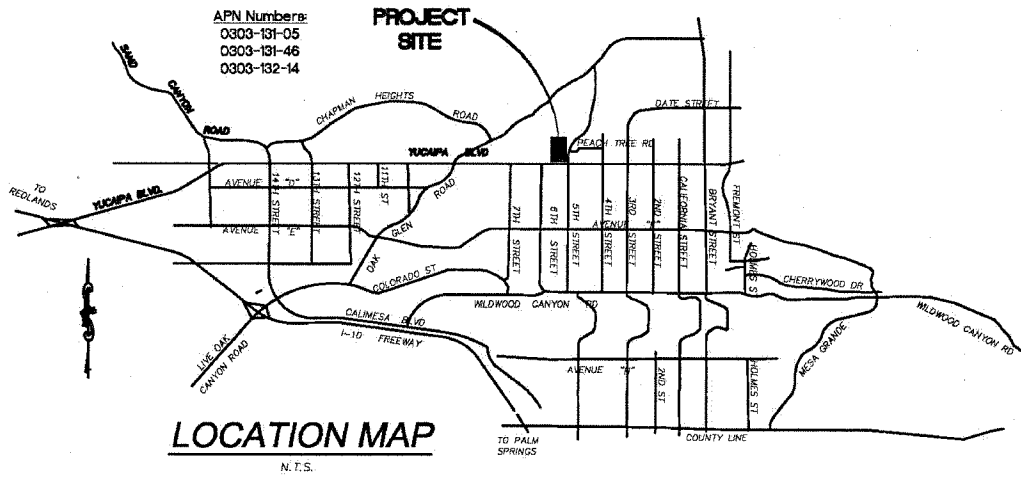
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol Greene  
Omnitrans Legal Counsel

By: \_\_\_\_\_  
David M. Snow  
City Attorney

**Exhibit – A. Project Location for Yucaipa Transit Center Phase II**

34272 Yucaipa Boulevard, Yucaipa, CA 92399-2434



**Exhibit – B. Project Milestones & Schedule**

	Completion Date
Preparation of conceptual site plan and related preliminary engineering studies (hydrology, traffic, etc).	
Review period by OMNITRANS/CITY (simultaneous review by both agencies each review to take no more than two (2) weeks, after that, deemed approved by that agency).	
Agencies to select "preferred design and site" collectively.	
Final design consultant to be selected jointly.	
Final design completed by consultant.	
Review period by OMNITRANS/CITY (simultaneous review by both agencies each review to take no more than two (2) weeks, after that, deemed approved by that agency).	
Final design complete.	
Award Construction Contract	
Start Construction.	
Complete Construction	

*To be developed by the City along with the final construction plan, budget and construction milestones.*

**Exhibit – C. Estimated Project Construction Budget**

*To be developed by the City*



**DATE:** March 7, 2012 Item #F-6

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

**THROUGH:** Milo Victoria, CEO/General Manager *MV*

**FROM:** P. Scott Graham, Director of Operations *PSG*  
Donald Walker, Director of Finance *DW*

**SUBJECT: AUTHORIZE AWARD OF CONTRACT OPS12-14, UNIFORM SUPPLY AND ALTERATION SERVICES**

**FORM MOTION**

Authorize the CEO/General Manager to award Contract OPS12-14 to P&P Uniforms Inc. of Temecula, CA, for the provision of uniform supply and alteration services for a two-year base period, beginning March 7, 2012 and ending no later than March 6, 2014, with the option to exercise three (3) separate one-year extensions, for a total of three additional years, until no later than March 6, 2017. The authorization is for approval to acquire coach operator uniforms and alteration services at the prices listed in Attachment "A" at quantities appropriate as determined by the Omnitrans Operations Department. Unit prices will not exceed the quoted prices for the duration of the contract period.

**BACKGROUND AND ANALYSIS**

On December 5, 2011, Omnitrans canceled its most recent Uniform Supply and Alteration Services contract OPS07-2 to Greenwoods' due to default to the contract terms, as found in "Event of Default" Section 2.0, Subsection 34A citing, "non-performance of any obligation due from Contractor to Omnitrans." As a result, the Board authorized staff to issue solicitation RFP-OPS12-14, Uniform Supply and Alteration Services on January 4, 2012.

Several firms from a variety of sources were solicited and two proposals were received by the scheduled deadline of February 3, 2012 from P&P Uniforms Inc. and G&K Services Inc. G&K Services proposal was deemed non-responsive as it did not meet the requirements of the solicitation, plus it raised exceptions to certain requirements of the RFP, which staff deemed as putting Omnitrans at a disadvantage were they to be accepted.

The remaining proposal was tested by an Evaluation Committee comprised of the Director of Operations, the Senior Secretary of Operations, and the Contracts Specialist for responsibility, responsiveness, and cost/price reasonableness. The results showed P&P Uniforms Inc. proposal

Omnitrans • 1700 West Fifth Street • San Bernardino, CA 92411  
Phone: 909-379-7100 • Web site: www.omnitrans.org • Fax: 909-889-5779

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Serving the communities of Chino, Chino Hills, Colton, County of San Bernardino, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa.

to be responsive to the requirements of the solicitation, has provided sufficient evidence of P&P Uniforms Inc. responsibility to deliver upon the requirements of the solicitation, and that its proposed pricing is reasonable compared to the current market. As such, staff recommends that the Board of Directors authorize the CEO/General Manager to award a contract to P&P Uniforms Inc.

This acquisition meets the requirements of Omnitrans' Procurement Policy and Procedures.

### **FUNDING SOURCE**

Funding for this contract is budgeted in the Operations Department's annual operating budget for Fiscal Year 2012 and will be budgeted in future fiscal years for the duration of the contract.

Department Number 1100  
Expenditure Code 504230

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

### **CONCLUSION**

For the above reasons, staff recommends that the Board of Directors authorize the CEO/General Manager to award Contract OPS12-14 to P&P Uniforms Inc. of Temecula, CA, for the provision of uniform supply and alteration services for a two-year base period, beginning March 7, 2012 and ending no later than March 6, 2014, with the option to exercise three (3) separate one-year extensions, for a total of three additional years, until no later than March 6, 2017. The authorization is for approval to acquire coach operator uniforms and alteration services at the prices listed in Attachment "A" at quantities appropriate as determined by the Omnitrans Operations Department. Unit prices will not exceed the quoted prices for the duration of the contract period.

MV:AC



## Attachment "A"

OPS12-14

<i>ITEM</i>	<i>Size Range</i>	<i>Unit</i>	<i>P&amp;P BY 1</i>	<i>P&amp;P BY 2</i>	<i>P&amp;P OY 1</i>	<i>P&amp;P OY 2</i>	<i>P&amp;P OY 3</i>
<b>Supervisor/Instructor</b>							
<b>Long-sleeved Shirts</b>							
Men's Regular	14-18.5	EA.	\$ 26.99	\$ 26.99	\$ 27.99	\$ 27.99	\$ 28.99
Men's Exceptional	19-22	EA.	\$ 33.99	\$ 33.99	\$ 34.99	\$ 35.99	\$ 36.99
Women's Regular	28-46	EA.	\$ 29.99	\$ 29.99	\$ 30.99	\$ 31.99	\$ 32.99
Women's Exceptional	48-52	EA.	\$ 38.99	\$ 38.99	\$ 39.99	\$ 40.99	\$ 42.99
<b>Short-sleeved Shirts</b>							
Men's Regular	14-18.5	EA.	\$ 21.99	\$ 21.99	\$ 22.99	\$ 22.99	\$ 23.99
Men's Exceptional	19-22	EA.	\$ 28.99	\$ 28.99	\$ 28.99	\$ 29.99	\$ 30.99
Women's Regular	28-46	EA.	\$ 25.99	\$ 25.99	\$ 26.99	\$ 27.99	\$ 28.99
Women's Exceptional	48-52	EA.	\$ 33.99	\$ 33.99	\$ 34.99	\$ 35.99	\$ 36.99
<b>Slacks</b>							
Men's Regular	28-42	EA.	\$ 19.99	\$ 19.99	\$ 20.99	\$ 21.99	\$ 21.99
Men's Exceptional	44-54	EA.	\$ 24.99	\$ 24.99	\$ 25.99	\$ 26.99	\$ 27.99
Women's Regular	0-20	EA.	\$ 21.99	\$ 21.99	\$ 21.99	\$ 22.99	\$ 23.99
Women's Exceptional	22-28	EA.	\$ 26.99	\$ 26.99	\$ 27.99	\$ 28.99	\$ 28.99
<b>Blazers</b>							
Men's Regular	35-46	EA.	\$ 39.99	\$ 39.99	\$ 40.99	\$ 41.99	\$ 42.99
Men's Exceptional	48-50	EA.	\$ 43.99	\$ 43.99	\$ 44.99	\$ 45.99	\$ 47.99
	52-54	EA.	\$ 47.99	\$ 47.99	\$ 48.99	\$ 50.99	\$ 51.99
	56-60	EA.	\$ 51.99	\$ 51.99	\$ 52.99	\$ 54.99	\$ 55.99
Women's Regular	4-18	EA.	\$ 39.99	\$ 39.99	\$ 40.99	\$ 41.99	\$ 42.99
Women's Exceptional	20-24	EA.	\$ 43.99	\$ 43.99	\$ 44.99	\$ 45.99	\$ 47.99
	26-28	EA.	\$ 47.99	\$ 47.99	\$ 48.99	\$ 50.99	\$ 51.99
<b>Coach Drivers</b>							
<b>Shirts-Long Sleeves</b>							
Men's Regular	14-17½	EA.	\$ 30.99	\$ 30.99	\$ 31.99	\$ 32.99	\$ 33.99
Men's Exceptional	18-22	EA.	\$ 36.99	\$ 36.99	\$ 37.99	\$ 38.99	\$ 39.99
Women's Regular	28-46	EA.	\$ 28.99	\$ 28.99	\$ 31.99	\$ 32.99	\$ 33.99
Women's Exceptional	48-54	EA.	\$ 33.99	\$ 33.99	\$ 37.99	\$ 38.99	\$ 39.99
<b>Short-sleeved Shirts</b>							
Men's Regular	14-17½	EA.	\$ 26.99	\$ 26.99	\$ 27.99	\$ 28.99	\$ 29.99

## Attachment "A"

## OPS12-14

Men's Exceptional	18-20	EA.	\$ 31.99	\$ 31.99	\$ 32.99	\$ 33.99	\$ 34.99
	22-22.5	EA.	\$ 34.99	\$ 34.99	\$ 35.99	\$ 36.99	\$ 37.99
Women's Regular	28-46	EA.	\$ 26.99	\$ 26.99	\$ 27.99	\$ 28.99	\$ 29.99
Women's Exceptional	48-54	EA.	\$ 31.99	\$ 31.99	\$ 32.99	\$ 33.99	\$ 34.99

**Slacks**

Men's Regular	28-42	EA.	\$ 39.99	\$ 39.99	\$ 40.99	\$ 42.99	\$ 43.99
Men's Exceptional	44-50	EA.	\$ 43.99	\$ 43.99	\$ 44.99	\$ 46.99	\$ 47.99
	52-54	EA.	\$ 47.99	\$ 47.99	\$ 49.99	\$ 50.99	\$ 52.99
Women's Regular	4-18	EA.	\$ 39.99	\$ 39.99	\$ 41.99	\$ 42.99	\$ 43.99
Women's Exceptional	20-24	EA.	\$ 43.99	\$ 43.99	\$ 45.99	\$ 46.99	\$ 48.99
	26-28	EA.	\$ 48.99	\$ 48.99	\$ 49.99	\$ 50.99	\$ 52.99

**All Non-Supervisory Personnel****Slacks-Postal**

Men's Regular	28-44	EA.	\$ 15.99	\$ 15.99	\$ 16.99	\$ 16.99	\$ 17.99
Men's Exceptional	46-50	EA.	\$ 17.99	\$ 17.99	\$ 18.99	\$ 18.99	\$ 19.99
	52-56	EA.	\$ 18.99	\$ 18.99	\$ 19.99	\$ 19.99	\$ 20.99
Women's Regular	4-20	EA.	\$ 15.99	\$ 15.99	\$ 16.99	\$ 16.99	\$ 17.99
Women's Exceptional	22-24	EA.	\$ 17.99	\$ 17.99	\$ 18.99	\$ 18.99	\$ 19.99
	26-30	EA.	\$ 18.99	\$ 18.99	\$ 19.99	\$ 19.99	\$ 20.99

**Sweater Vests**

Men's Regular	S - XL	EA.	\$ 17.99	\$ 17.99	\$ 28.99	\$ 18.99	\$ 19.99
Men's Exceptional	2X - 3X	EA.	\$ 21.99	\$ 21.99	\$ 21.99	\$ 22.99	\$ 23.99
	4X - 5X	EA.	\$ 24.99	\$ 24.99	\$ 25.99	\$ 26.99	\$ 27.99
Women's Regular	S - XL	EA.	\$ 17.99	\$ 17.99	\$ 18.99	\$ 18.99	\$ 19.99
Women's Exceptional	2X-3X	EA.	\$ 21.99	\$ 21.99	\$ 21.99	\$ 22.99	\$ 23.99
	4X-5X	EA.	\$ 24.99	\$ 24.99	\$ 25.99	\$ 26.99	\$ 27.99

**Ties**

Men's (Clip on)	18"-22"	EA.	\$ 3.99	\$ 3.99	\$ 3.99	\$ 3.99	\$ 3.99
Women's (Criss Cross)	One Size	EA.	\$ 3.99	\$ 3.99	\$ 3.99	\$ 3.99	\$ 3.99

**Windbreakers**

Regular	S - 2x	EA.	\$ 15.99	\$ 15.99	\$ 15.99	\$ 16.99	\$ 16.99
Exceptional	3X	EA.	\$ 16.99	\$ 16.99	\$ 16.99	\$ 17.99	\$ 17.99
	4X	EA.	\$ 17.99	\$ 17.99	\$ 17.99	\$ 18.99	\$ 18.99
	5X-6X	EA.	\$ 17.99	\$ 17.99	\$ 18.99	\$ 18.99	\$ 19.99

## Attachment "A"

OPS12-14

**Dress Jackets**

Regular	S - 2X	EA.	\$ 38.99	\$ 38.99	\$ 38.99	\$ 39.99	\$ 40.99
Exceptional	3X	EA.	\$ 41.99	\$ 41.99	\$ 42.99	\$ 43.99	\$ 43.99
	4X	EA.	\$ 43.99	\$ 43.99	\$ 44.99	\$ 45.99	\$ 47.99
	5X-6X	EA.	\$ 45.99	\$ 45.99	\$ 46.99	\$ 47.99	\$ 49.99

**Shorts**

Men's Regular	30-44	EA.	\$ 13.99	\$ 13.99	\$ 14.99	\$ 14.99	\$ 14.99
Men's Exceptional	44-48	EA.	\$ 19.99	\$ 19.99	\$ 20.99	\$ 21.99	\$ 22.99
	50-54	EA.	\$ 21.99	\$ 21.99	\$ 22.99	\$ 23.99	\$ 23.99
Women's Regular	4-20	EA.	\$ 13.99	\$ 13.99	\$ 13.99	\$ 13.99	\$ 14.99
Women's Exceptional	22-24	EA.	\$ 14.99	\$ 14.99	\$ 14.99	\$ 15.99	\$ 15.99

**Cardigan**

Men's Regular	S-XL	EA.	\$ 32.99	\$ 32.99	\$ 33.99	\$ 33.99	\$ 35.99
Men's Exceptional	2X-3X	EA.	\$ 36.99	\$ 36.99	\$ 37.99	\$ 38.99	\$ 39.99
	4X-5X	EA.	\$ 38.99	\$ 38.99	\$ 40.99	\$ 41.99	\$ 42.99
Women's Regular	S-XL	EA.	\$ 32.99	\$ 32.99	\$ 33.99	\$ 33.99	\$ 35.99
Women's Exceptional	2X-3X	EA.	\$ 36.99	\$ 36.99	\$ 37.99	\$ 38.99	\$ 39.99
	4X-5X	EA.	\$ 38.99	\$ 38.99	\$ 40.99	\$ 41.99	\$ 42.99

**Cap (Style A)**

Brand		EA.	\$ 17.99	\$ 17.99	\$ 17.99	\$ 18.99	\$ 18.99
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**Cap (Style B)**


Brand		EA.	\$ 4.99	\$ 4.99	\$ 4.99	\$ 4.99	\$ 4.99
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**American Flags (1.5x3.5) w/white border**

As Specified		EA.	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99
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**Alterations**

As Specified		Per Item	no charge	no charge	no charge	no charge	no charge
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 <b>Omnitrans</b> STANDARD CONTRACT  1700 West Fifth Street San Bernardino CA 92411	<input checked="" type="checkbox"/>	New					Contract Number OPS12-14
	<input type="checkbox"/>	Change					
	<input type="checkbox"/>	Cancel					
	Omnitrans Department Operations Department		Dept. No. 1100		Project Uniform Supply and Alteration Services		
	Omnitrans Procurement Representative Andrew Conriquez, Contracts Specialist		Telephone (909) 379-7198		Total Contract Amount (see pricing schedule)		
		Contract Type:			Service		
		Contract Start Date March 7, 2012	Contract End Date March 6, 2014	Original Amount	Amended Amount		

THIS CONTRACT is entered into in the State of California by and between Omnitrans, a Joint Powers Authority; hereinafter called Omnitrans, and

Name  
Policy and Procedure Uniforms  
Inc.

hereinafter called Contractor

Address  
  
30733 Temecula Parkway  
  
Temecula, CA 92592

**CONTRACT DOCUMENTS AVAILABLE  
UPON REQUEST**

Telephone Federal ID No.  
(951) 538-6612 264530318

**IT IS HEREBY AGREED AS FOLLOWS:**

1. **Components of Contract Documents.** The complete Contract includes all of the following documents, either attached hereto or incorporated herein by reference, to wit:

- A. This Signed Contract Number OPS12-14
- B. Omnitrans' Solicitation Number RFP-OPS12-14 including any and all of its Amendments, Appendices, Attachments, and Exhibits
- C. Policy and Procedure Uniforms Inc., Proposal (February 1, 2012)
- D. Attachment "A": Pricing Schedule

2. **Scope of Work.** The Contractor agrees to perform certain work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration for the amount of:

BASE BID.....See Pricing Schedule

3. **Contract Duration.** The duration of this contract is for a total of two (2) years, with a start date of March 7, 2012 and an end date of March 6, 2014.

4. **Omnitrans Contacts.**

**Contract Technical Activities:** Mr. P. Scott Graham, Director of Operations, (909) 379-7211

**Contract Administration:** Mr. Andrew Conriquez, Contracts Specialist, (909) 379-7198

5. **Required Documents.** As required by the RFP, the final award of this contract is contingent on the receipt of the following remaining documents:

No additional documents are required at this time.

6. **Instructions.** Sign both copies of the contract form and return both "original" signed (wet signature) copies to Omnitrans' Contracts Specialist within ten (10) business days.

The Notice to Proceed letter will be issued after the above-referenced document is received by Omnitrans.

IN WITNESS WHEREOF, Omnitrans and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers on its respective behalf.

**OMNITRANS**

**Policy and Procedures Uniforms Inc.**

\_\_\_\_\_  
Milo Victoria, CEO/General Manager

By \_\_\_\_\_  
(Authorized signature – sign in blue ink)

Dated \_\_\_\_\_

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated \_\_\_\_\_




**DATE:** March 7, 2012

Item #F-7

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

**THROUGH:** Milo Victoria, CEO/General Manager 

**FROM:** Milind Joshi, sbX Program Manager   
Jonathan Wu, Construction Manager

**SUBJECT: CONSTRUCTION PROGRESS REPORTS NO. 1 AND 2 THROUGH  
JANUARY 2012 – sbX E STREET CORRIDOR PROJECT**

**FORM MOTION**

Receive and file the Construction Progress Reports No. 1 and 2 for the sbX E Street Corridor Project through January 2012.

*This item was reviewed by the Administrative & Finance Committee at its February 13, 2012 meeting and recommended for receipt and file upon clarification of two potential change orders.*

**SUMMARY AND BACKGROUND**

This is the first of a series of Construction Progress Reports for the sbX E Street Corridor Project. Reports will be submitted monthly to the Administrative & Finance Committee and the Board of Directors.

Staff has prepared notes (attached) on two potential change orders (No. 1 and No. 23) as recommended by the Administrative and Finance Committee.

**CONCLUSION**

Receive and file the Construction Progress Reports No. 1 and 2 for the sbX E Street Corridor Project through January 2012.

MV:MJ



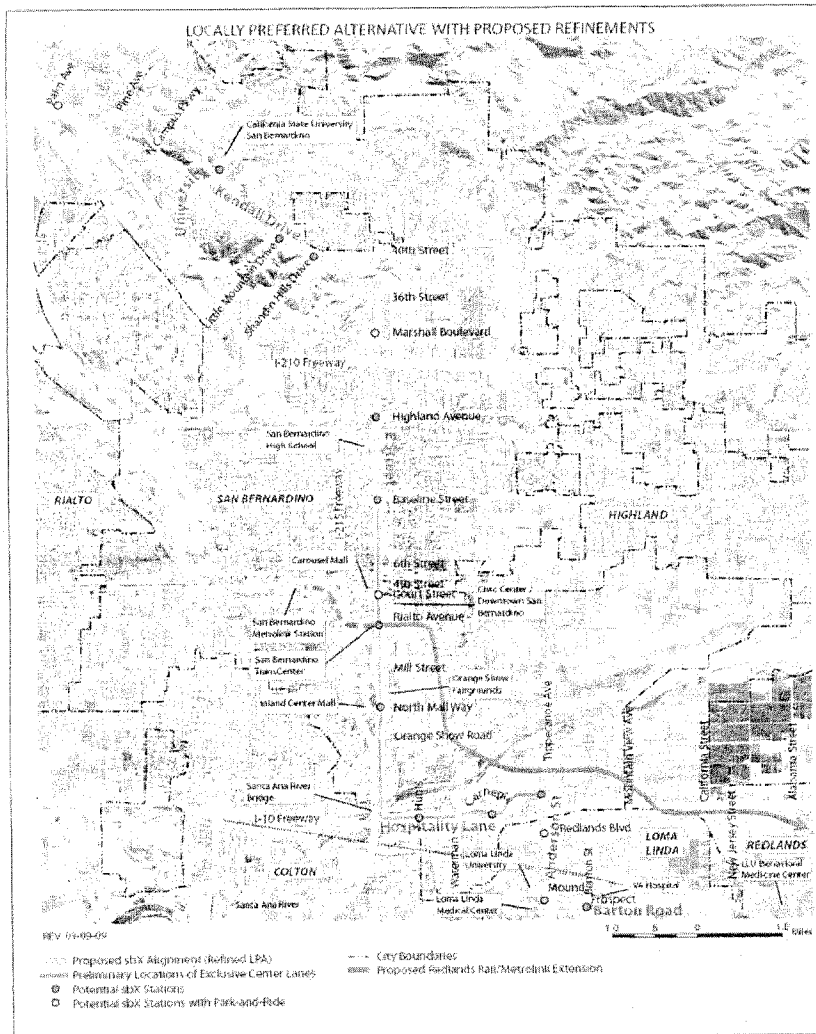
# sbX E Street Corridor Bus Rapid Transit (BRT) Project

## Construction Progress Report No. 1

Month Ending: December, 2011

Submitted By: **JACOBS**

Contractor: Griffith/Comet  
 Contractor Contract No.: IPMO11-5  
 Project Manager: Joe Jenkins, P.E.  
 Resident Engineer: Karim Varshochi, P.E.  
 Omnitrans Construction Manager: Jonathan Wu, P.E.



**Construction Progress This Month:**

- Pre-Construction Meeting held on 16 November
- Notice to Proceed issued on 21 November
- Mobilized to the site and set-up field office
- Conducted Safety Kick-off Meeting
- Received and reviewed numerous (90) RFI's and (130) submittals
- Continued coordination for Utility Relocations

**Construction Planned for the Next Month:**

- Install Project Signs
- Install SWPPP and setup traffic control
- Start clear & grub, tree removal, fence removal and grading for Kendall/Palm Park & Ride
- Clear & grub; tree removal fence removal along E Street Station 483+34 to 513+30; 547+00 to 551+36; 565+00 to 565+75; 578+87 to 582+85; 600+50 to 610+40
- Street Lighting removal along E Street; Sta 483+34 to 513+30 and 578+87 to 582+85
- Install Temporary Traffic Signals at E/10, E/9<sup>th</sup>, E/8<sup>th</sup>, E/6<sup>th</sup>, E/Rialto, E/Valley, E/N. Mall Way & E/S. Mall Way

**Areas of Concern and Proposed Solutions:**

- Obtaining Encroachment Permit from the City of San Bernardino; Omnitrans needs to resolve indemnification language in insurance documents, grind and overlay requirements and requirement for anti-theft devices for traffic signal and street lighting pullboxes.
- The SWPPP has been approved and this document along with other permit registration documents have been submitted to the Regional Water Quality Control Board. We are waiting for the Regional Water Quality Control Board to issue the project WDID. Construction can not start without a WDID. The WDID was issued shortly after this reporting period, on 01/05/12.
- Caltrans and the Kendall Plaza have raised concerns pertaining to inadequate draining design of the Kendall/Palm Station. Parsons has made revisions to the drainage plans but Caltrans and the Kendall Plaza may not be aware of these revisions. We may need Parsons to evaluate the concerns raised by Caltrans and the Kendall Plaza.
- Caltrans Encroachment permit for Hospitality and Carnegie; waiting for Caltrans Traffic Signal Section in Sacramento to review additional information provided by Parsons.
- Waiting for the Flood Control District Permit for the Redlands Park & Ride Station.
- The City of San Bernardino Redevelopment Agency is being disbanded and they are a part of the cooperative agreement with the City of San Bernardino. The agreement includes reimbursement of City and City of San Bernardino Municipal Water Department plan check and inspection fees. It has not been determined how or if the City will be reimbursed for plan check and inspection fees. The City is also now requesting that they be the holder of the Contractor's bonds.

**Contract Change Orders:**

- None to date.



**Potential Change Orders:**

<b>PCO</b>	<b>Description</b>	<b>Estimated Cost</b>	<b>Time Extension</b> Contract Calendar Days
1	Permit Plan Changes requested by the City	\$500,000	TBD
2	Permit Plan Changes pertaining to the Gage Canal, G & M Oil Gas Station and Station Utility Service Pedestals	TBD	TBD
3	Project Signs changed from Wood to Aluminum	\$3,600	0
4	Add Panels - rejected	0	0
5	SWPPP training and permit fee	\$5,000	0
6	Street Conduit Forensic study	\$2,500	0
7	Additional Insurance Requirements	\$225,000	0
8	Caltrans Inspection Fee for Kendall/Palm Park & Ride	\$50,000	0
9			
<b>TOTALS</b>		<b>\$786,100</b>	<b>0</b>

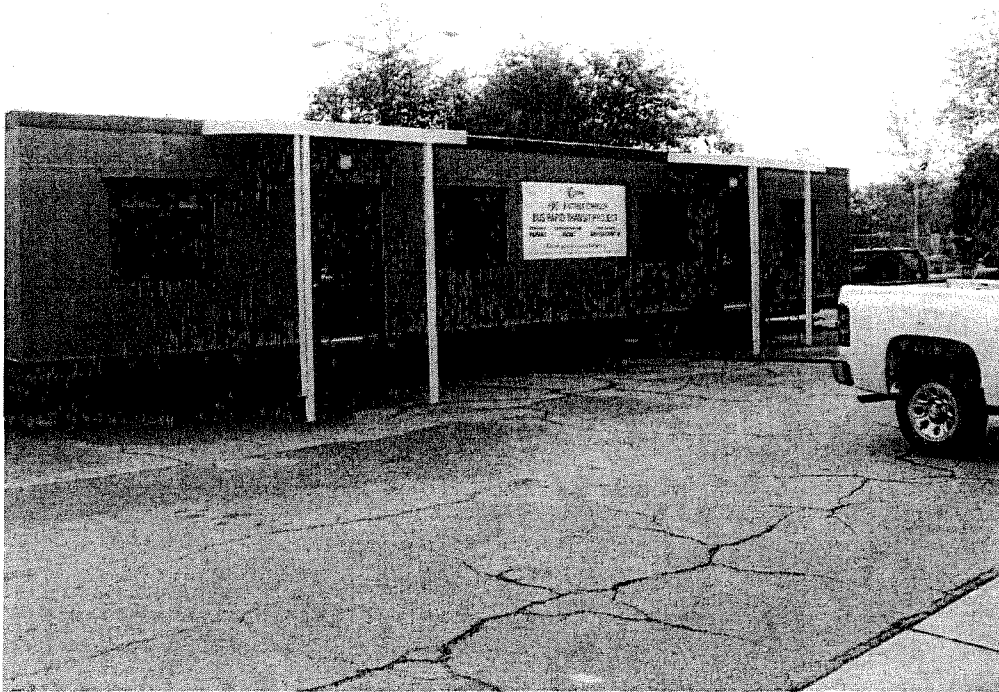
**Contract Statistics:****Contract Time**

<b>Activity</b>	<b>Days</b>	<b>Date</b>
Notice to Proceed		11/21/11
Calendar Days per Original Contract	731	
Original Completion Date		12/21/13
Calendar Days Completed	11	
CCO Time Extension to Date	0	
Required Completion Date as of 31 December 2011		12/21/13
Forecasted Completion Date as of 31 December 2011		12/21/13
Percent Time Elapsed	1.4%	

**Contract Cost**

	<b>Change Order Approved Amount</b>	<b>Project Cost</b>
Original Contract Amount		\$64,700,603.05
CCO's to Date		\$0
Total Authorization to Date		\$64,700,603.05
Pending CCO's		\$786,100.00
Forecasted Cost at Completion		\$65,486,703.05
Contract Items as of 31 December 2011		\$1,720,120.00
Materials on Hand as of 31 December 2011		\$0
Amount Earned as of 31 December 2011		\$1,720,120.00
Retention Held		\$17,2012.00
Percent Complete (% paid)		2.6%

**Progress Photos:**



Construction Management Office Field Trailer



Griffith/Comet Project Field Office



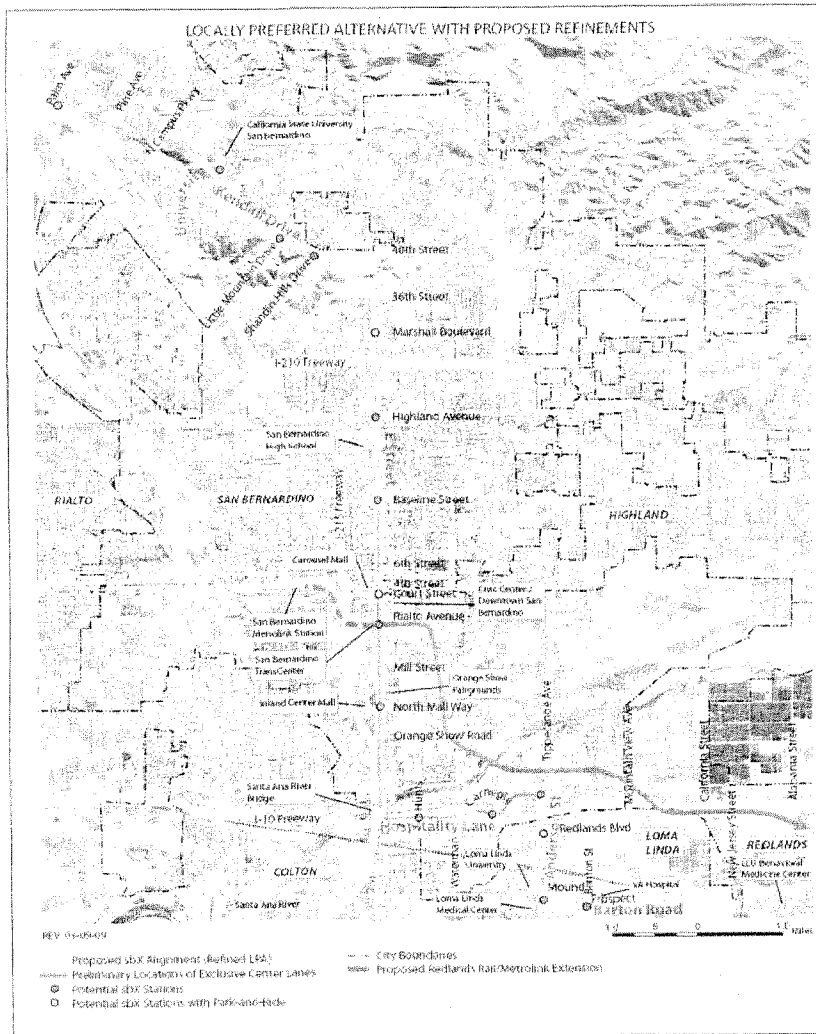
# sbX E Street Corridor Bus Rapid Transit (BRT) Project

## Construction Progress Report No. 2

Month Ending: January 2012

Submitted By: **JACOBS**

Contractor: Griffith/Comet  
 Contractor Contract No.: IPMO11-5  
 Project Manager: Joe Jenkins, P.E.  
 Resident Engineer: Karim Varshochi, P.E.  
 Omnitrans Construction Manager: Jonathan Wu, P.E.



**Construction Progress This Month:**

- City of San Bernardino Encroachment Permit issued on 01/27/12
- Continued processing (139) RFI's and (188) submittals
- Continued coordination for Utility Relocations
- The SWPPP was approved and the WDID was issued on 01/05/12.
- Installed SWPPP and setup traffic control for work at the Palm Kendall Park & Ride
- Started clear & grub, tree removal, fence removal and grading for Kendall/Palm Park & Ride

**Construction Planned for the Next Month:**

- Conduct Executive and Team Level Partnering Sessions, scheduled for 02/02/12
- Install Project Signs
- Install SWPPP and setup traffic control along E Street
- Clear & grub; tree removal, fence removal along E Street Station 483+34 to 513+30; 547+00 to 551+36; 565+00 to 565+75; 578+87 to 582+85; 600+50 to 610+40
- Street Lighting removal along E Street; Sta 483+34 to 513+30 and 578+87 to 582+85
- Install Temporary Traffic Signals at E/10, E/9<sup>th</sup>, E/8<sup>th</sup>, E/6<sup>th</sup>, E/Rialto, E/Valley, E/N. Mall Way & E/S. Mall Way
- Water meter relocations along E Street

**Areas of Concern and Proposed Solutions:**

- Received encroachment permit from the City of San Bernardino on 01/27/12; the first contract day of construction was 12/21/11. The actual start of construction has been delayed due to the permitting issue with the City of San Bernardino. The baseline schedule was submitted on 01/09/12 but returned to the contractor on 01/21/12 for corrections. Once the baseline schedule is approved; the contractor will submit a recovery schedule so we can evaluate the impact of the delay.
- Caltrans and the Kendall Plaza have raised concerns pertaining to inadequate draining design of the Kendall/Palm Station. Parsons has made revisions to the drainage plans but Caltrans and the Kendall Plaza may not be aware of these revisions. We may need Parsons to evaluate the concerns raised by Caltrans and the Kendall Plaza.
- Caltrans Encroachment permit for Hospitality and Carnegie; waiting for Caltrans Traffic Signal Section in Sacramento to review additional information provided by Parsons.
- Waiting for the Flood Control District Permit for the Redlands Park & Ride Station.
- The City of San Bernardino Redevelopment Agency is being disbanded and they are a part of the cooperative agreement with the City of San Bernardino. The agreement includes reimbursement of City and City of San Bernardino Municipal Water Department plan check and inspection fees. It has not been determined how or if the City will be reimbursed for plan check and inspection fees.

**Contract Change Orders:**

- None to date.

**Potential Change Orders:**

PCO	Description	Estimated Cost	Time Extension Contract Calendar Days
1	Permit Plan Changes requested by the City	\$489,754	TBD
2	Permit Plan Changes, additional changes	TBD	TBD
3	Permit Plan Changes pertaining to the Gage Canal, G & M Oil Gas Station and Station Utility Service Pedestals	TBD	TBD
4	Project Signs changed from Wood to Aluminum	\$3,600	0
5	Ad Panels - rejected	0	0
6	SWPPP training	\$9,394	0
7	Street Conduit Forensic study	\$4,650	0
8	Additional Insurance Requirements	\$225,000	0
9	Caltrans Kendall/Palm Encroachment Permit	\$50,000	0
10	Revise Station Limits and Elevations	0	0
11	Station Glass Dimension Revisions	0	0
12	Partnering Session Supplies for Team Building	\$9,524	0
13	Station Elevation Modifications for Marshall and Baseline	0	0
14	Electrical Service Modifications for Street Lights	TBD	TBD
15	Electrical Plan Changes	TBD	TBD
16	Taper revisions at Parcels B235, B237, B239	TBD	TBD
17	6" DIP Quantity Sheet #328 and #329	TBD	TBD
18	Drainage Plan and Profile Kendall/Palm Station East	TBD	TBD
19	Lowering Catch Basin for Street Light Foundation	TBD	TBD
20	Missing bid item for 1-1/2" PVC pipe at Kendall/Palm	TBD	TBD
21	Rip Rap drawing revisions due to conflicts at Palm/Kendall	TBD	TBD
22	Potholing along E Street for curb & gutter excavation	TBD	TBD
23	Water Meter and Fire Hydrant Connections to the Main	\$4,100,000	TBD
24			
25			
<b>TOTALS</b>		<b>\$4,891,922</b>	<b>0</b>

**Contract Statistics:****Contract Time**

Activity	Days	Date
Notice to Proceed		11/21/11
Calendar Days per Original Contract	731	
Original Completion Date		12/21/13
Calendar Days Completed	42	
CCO Time Extension to Date	0	
Required Completion Date as of 31 January 2012		12/21/13
Forecasted Completion Date as of 31 January 2012		12/21/13
Percent Time Elapsed	5.75%	

**Contract Cost**

	Change Order Approved Amount	Project Cost
Original Contract Amount		\$64,700,603.05
CCO's to Date		\$0
Total Authorization to Date		\$64,700,603.05
Pending CCO's		\$4,891,922.00
Forecasted Cost at Completion		\$69,592,525.05
Contract Items as of 31 December 2011		\$2,305,363.81
Materials on Hand as of 31 December 2011		\$0
CCO's Paid as of 31 December 2011		\$0
Amount Earned as of 31 December 2011		\$2,305,363.81
Retention Held		\$230,536.38
Percent Complete (% paid)		3.56%

## CLARIFICATION ON POTENTIAL CHANGE ORDERS

### Potential Change Order # 1: Emergency Vehicle Preemption (EVP) and Road Striping

#### **Scope:**

This potential change order primarily includes costs to install additional Emergency Vehicle Preemption (EVP) equipment to be installed at the traffic signals which are being modified. Other items include street lanes restriping at some portions of Hospitality Lane and on E Street.

**Estimated Cost:** \$489,754 (\*) (\*) To be negotiated

#### **Background:**

This potential change order consists of two parts.

**Part A:** Pertains to the installation of additional Emergency Vehicle Preemption (EVP) equipment. This work constitutes majority (85-90%) of the estimated cost.

The original design included installation of EVPs at the intersections that were modified as a result of the sbX project. Based on the designer' understanding of the City of San Bernardino's requirements, the original design included EVP equipment installation only in two directions along Kendall Drive, E Street and Hospitality Lane. This design was reviewed multiple times by City appointed "Third Party" consultant and the designer addressed the comments by the Third Party Consultant in the plans included in bid document.

However, during subsequent review by the City staff in June 2011, the City informed the designer that the design did not meet the City design standards and that the City required EVP installed in all four directions.

This potential change is a result of miscommunication between the City and the designer about City' design standards required to be followed by the designer. There also appears to be confusion about the design review by the Third Party consultant and City' plan approval process. The work includes detectors and associated phase selectors, conduit, and cable.

**Part B:** Pertains to miscellaneous street work such as striping and civil work.

The work includes restriping of the lanes in certain areas of Hospitality Lane primarily as a result of safety considerations surfaced during the right of way negotiations.

### Potential Change Order # 23: Water Meter and Fire Hydrant Relocation

#### **Scope:**

This potential change order includes costs of water meters and fire hydrants relocation during the street widening activities. The scope includes relocating and reconnecting over 150 water meters and approximately 25 fire hydrants to the water mains, which are located on the opposite sides of the street in most situations.



## CLARIFICATION ON POTENTIAL CHANGE ORDERS

The overall scope of work will include:

- Copper pipes and fittings
- Ductile iron pipe and fittings
- Other appurtenances
- Excavation, backfill, and resurfacing of affected street
- Traffic Controls

**Estimated Cost:** \$4,100, 000 (\*)

(\*) To be negotiated

### **Background:**

This potential change order is triggered due to the conflicting notes (General Note #5 and Construction Notes #54 and 55) on the construction plans concerning the reconnection of relocated water meters and fire hydrants.

During the initial design phase (January - March 2009) the plans for water meter and fire hydrants relocations were developed using the San Bernardino Municipal Water District (SBMWD) standard plans and specifications prevailing at that time. Per those standards, the reconnection of the relocated water meters and fire hydrants included a relatively smaller scope of work as the reconnection can be made to the existing laterals. Accordingly, the construction notes 54 and 55 were included on the plans.

During the meeting between the designer and SBMWD in April 2010 pertaining to SBMWD's comments on 60% design plans, SBMWD instructed the designer that the latest SBMWD standard plans and specifications concerning the relocated water meters and fire hydrants need to be incorporated in the plans. These standards require furnishing and installation of an entirely new piping system from the existing water main to the relocated water meter or relocated fire hydrant. Accordingly, General Note #5 was included on the pre-bid documents, but the Construction Notes #54 and 55 still remained on the bid plans.

Subsequently, a General Note #5 in the January 2011 Bid Document was modified per SBMWD's formal letter. Additional review comments were provided by SBMWD in February 2011, which were also communicated to the bidders through the Addendum # 7.

In summary, due to an oversight on the part of the designer, the original construction notes 54 and 55 remained on the plans instead of being removed. Conflicting instructions to the bidders on the approved plans have resulted in bidder proposing the costs of relocation in the contract Bid List that were based on Construction Notes 54 and 55 (which represents relatively less work) instead of based on General Note 5 (which is significantly higher). Had Construction Notes 54 and 55 been removed, the contractor would have presented the bid based on General Note #5, which involved significant amount of work and the higher cost would have been reflected in the original bid by the contractor.

Construction Team is working closely with SBMWD to explore ways to minimize the cost and the schedule impacts to the project.