



**BOARD OF DIRECTORS MEETING**  
**WEDNESDAY, APRIL 3, 2013 – 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, May 1, 2013, at **7:30 a.m.**  
     Omnitrans Metro Facility Board Room
2. Presentations:                              Terry M. Roberts, Area Director  
     American Lung Association in California  
     2012 One and Two Million Mile Achievers

**C. COMMUNICATIONS FROM THE PUBLIC**

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

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

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

**E. CONSENT CALENDAR**

The following items are expected to be routine and non-controversial. The Board will act upon them at one time without discussion, unless the Board directs that an item be held for further discussion under Agenda Item F, Discussion Items. Any person wishing to address consent items should address the Board under Agenda Item E-14, Action on Consent Calendar.

- |  |    |
|--|----|
| 1. Approve Board Minutes – March 6, 2013                   | 8  |
| 2. Receive & File Agency Management Report – February 2013 | 12 |
| 3. Claims Filed Against Omnitrans – Information Item Only  | 21 |



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**E. CONSENT CALENDAR CONTINUED**

4. Receive and File Chief Financial Officer's Quarterly Report – Forward Fuel Purchases through March 2013	22
5. Receive and File Response to Public Comment, Safety Concerns at 4 <sup>th</sup> Street Transfer Center	26
6. Receive and File Chief Financial Officer's History and Status Report on Omnitrans Investment in Property in Rancho Cucamonga	30
7. Authorize Transfer of Ownership of Two Buses Formerly Approved for Auction to San Bernardino County Emergency Vehicle Operating Center and Sheriff's Department	34
8. Authorize Amendment No. 3, Contract IPMO11-3, Bus Inspection Services	35
9. Authorize Change Order No. 3, Contract RFP-ITS08-2, Copiers	39
10. Authorize Award of Contract PRC13-40A, PRC13-40B, PRC13-40C, Hydraulic Oil, Synthetic Automatic Transmission Fluid and Red I Grease	43
11. Adopt Resolution No. 264-13, Authorizing CEO/General Manager to Execute and Complete Filing of Application and Requests for Reimbursement for the Governor's Office of Homeland Security Fiscal Year 2011-2012 and Fiscal Year-2012-2013 California Transit Security Grant Program Funding	63
12. Adopt Resolution No. 265-13, Authorizing CEO/General Manager to Submit Program Expenditure Plan, Complete Filing of Application and Requests for Reimbursements from Public Transportation Modernization, Improvement and Service Enhancement Account Program (PTMISEA) Bond Act of 2006	65
13. Press Articles and Letters of Interest to the Board	67
14. 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	96
2. Discuss and Seek Board Direction, Placement of Communications from the Public on the Omnitrans Board of Directors Meeting Agenda	100
3. Extend Term of Board Member Penny Lilburn on the Consolidated Transportation Services Agency (VTrans) Board of Directors from Three Years to Four Years and Appoint New Member to Fill Vacant Seat	103
4. Authorize Change Order No. 9, PLN09-21, Construction Management Services – sbX E Street Corridor Bus Rapid Transit (BRT) Construction Project	111
5. Authorize Release, Invitation for Bids IFB-MNT13-107, Bus Filters	133
6. Authorize Award (Bench), Contracts MNT13-14(A-R), New Flyer Bus Parts	135



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**G. CALL FOR PUBLIC HEARING**

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

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**H. BOARD BUSINESS**

**Closed Session**

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

**I. REMARKS AND ANNOUNCEMENTS**

**J. ADJOURNMENT**

ITEM #     D1    

**DATE:** April 3, 2013

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

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

**FROM:** Jennifer Sims, Director of Procurement

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

**FORM MOTION**

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Board of Director's Meeting scheduled April 3, 2013.

<b>Item No.</b>	<b>Contract</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
E8	Authorize Amendment No. 3 Contract IPMO11-3 Bus Inspection Services	<b><i>EF Enterprises</i></b> <i>Erica Farrar, President</i> <i>Banning, CA</i>	<b><i>Allen Kujawa</i></b> <i>(Crookston, MN)</i> <b><i>Ben Jones</i></b> <i>(Winnipeg, Canada)</i>
E9	Authorize Change Order No. 3 Contract RFP-ITS08-2, Copiers	<b><i>Konica Minolta</i></b> <b><i>Business Solutions</i></b> <b><i>USA, Inc.</i></b> <i>Linda Turner</i> <i>Branch Manager</i> <i>Ramsey, NJ</i>	<b><i>None</i></b>
E10	Authorize Award of Contract PRC13-40A, PRC13-40B, PRC13-40C Hydraulic Oil, Synthetic Automatic Transmission Fluid and Red I Grease	<b><i>Merit Oil Company</i></b> <i>Bruce Schmid</i> <i>Account Executive</i> <i>Bloomington, CA</i>  <b><i>R.E. Goodspeed and</i></b> <b><i>Sons Distributing, Inc</i></b> <i>Allen Malloy</i> <i>Territory Manager</i> <i>Hesperia, CA</i>  <b><i>The SoCo Group, Inc.</i></b> <i>Toby Taitano, CFO</i> <i>Perris, CA</i>	<b><i>None</i></b>       <b><i>None</i></b>       <b><i>None</i></b>



<b>Item No.</b>	<b>Contract</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
F4	Authorize Change Order No. 9 LN09-21 Construction Management Services – sbX E Street Corridor Bus Rapid Transit (BRT) Construction Project	<b>Jacobs Project Management Co.</b> Craig L. Martin – President and CEO Scott McCallister Vice President Ontario, CA	<b>Athalye Consulting Engineering Services</b> Los Angeles, CA <b>Overland Pacific Cutler, Inc.</b> Long Beach, CA <b>Geo-Environmental</b> Irvine, CA <b>Meadows Consulting, Inc.</b> San Bernardino, CA <b>Psomas Engineering</b> Riverside, CA <b>Simon Wong Engineering</b> San Diego, CA <b>WestBound Communication</b> San Bernardino, CA <b>Southstar Engineering</b> Riverside, CA
F6	Authorize Award (Bench) Contracts MTN13-14(A-R) New Flyer Bus Parts	<b>Graffiti Guards</b> Dan Alvarez, Owner Ontario, CA  <b>New Flyer Industries Canada ULC</b> Kerri Molone Director, Parts, Sales and Business Development Winnipeg, Manitoba, Canada  <b>Carrier Transicold of Southern California</b> Joe Carter General Manager City of Industry, CA  <b>Hydraulic Electric Company</b> John Eckard, CEO Santee, CA	<b>None</b>          <b>None</b>          <b>None</b>

<b>Item No.</b>	<b>Contract</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
		<b>Western State Converters &amp; Transmissions, Inc.</b> Tim Arnold Account Manager Corona, CA	<i>None</i>
		<b>Vehicle Maintenance Program, Inc.</b> Lindi Books, Director Sales & Marketing Boca Raton, FL	<i>None</i>
		<b>The Janek Corporation</b> Chris Apgar Vice President Tuckerton, NJ	<i>None</i>
		<b>Cummins Cal Pacific, LLC</b> Doug G. Sperry Transit Account Manager Irvine, CA	<i>None</i>
		<b>Neopart, LLC</b> P. Gendall, President Honeybrook, PA	<i>None</i>
		<b>Fleetpride George Boulden</b> Branch Manager Mira Loma, CA	<i>None</i>
		<b>Direct Machinery Outlet, Inc.</b> Angie Koepcke Contract Analyst Jessup, MD	<i>None</i>
		<b>Gillig, LLC</b> Chuck O'Brien Vice President Hayward, CA	<i>None</i>

<b>Item No.</b>	<b>Contract</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
		<b><i>North American Bus Industries, Inc.</i></b> <i>Sven Frobeen</i> <i>Contract Sales Manager</i> <i>Delaware, OH</i>	<i>None</i>
		<b><i>American Moving Parts, LLC</i></b> <i>Ernie Cisneros</i> <i>Vice President</i> <i>Los Angeles, CA</i>	<i>None</i>
		<b><i>Mohawk Mfg &amp; Supply, Co.</i></b> <i>Robert L. Brown</i> <i>Executive Vice President</i> <i>Niles, Il</i>	<i>None</i>
		<b><i>Prevost Car (US) Inc.</i></b> <i>Joseph A. Ward</i> <i>National Parts Sales Manager</i> <i>Elgin, Il</i>	<i>None</i>
		<b><i>Muncie Reclamation and Supply DBA</i></b> <b><i>Muncie Transit Supply</i></b> <i>Steve Prince</i> <i>Transit Pricing Manager</i> <i>Muncie, IN</i>	<i>None</i>
		<b><i>American Air Control, Inc.</i></b> <i>Walt Dragaloski, Owner</i> <i>San Fernando, CA</i>	<i>None</i>

MV/JS

ITEM # E1

**BOARD OF DIRECTORS' MEETING  
MINUTES  
March 6, 2013**

**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, March 6, 2013, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

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

**BOARD MEMBERS PRESENT**

Councilmember Dick Riddell, City of Yucaipa – Chair  
Councilmember Alan Wapner, City of Ontario – Vice Chair  
Councilmember Ron Dailey, City of Loma Linda  
Mayor Paul Eaton, City of Montclair  
Mayor Pro Tem Paul Foster, City of Redlands  
Councilmember Frank Gonzales, City of Colton  
Vice Mayor Ed Graham, City of Chino Hills  
Mayor Pro Tem Penny Lilburn, City of Highland  
Mayor Pat Morris, City of San Bernardino  
Mayor Ray Musser, City of Upland  
Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga  
Mayor Walt Stanckiewicz, City of Grand Terrace  
Mayor Dennis Yates, City of Chino

**BOARD MEMBERS NOT PRESENT**

Supervisor Josie Gonzales, County of San Bernardino  
Supervisor Robert Lovingood, County of San Bernardino  
Supervisor Gary Ovitt, County of San Bernardino  
Councilmember Ed Palmer, City of Rialto  
Supervisor James Ramos, County of San Bernardino  
Mayor Pro Tem John Roberts, City of Fontana  
Supervisor Janice Rutherford, County of San Bernardino

**OMNITRANS' ADMINISTRATIVE STAFF PRESENT**

Milo Victoria, CEO/General Manager  
Marge Ewing, Director of Human Resources  
William Tsuei, Director of Information Technology  
Sam Gibbs, Director of Internal Audit Services  
Jack Dooley, Director of Maintenance  
Rohan Kuruppu, Director of Planning & Development Services  
Ray Lopez, Director of Safety & Security  
Robert Miller, Chief Financial Officer  
Jennifer Sims, Director of Procurement  
Don Walker, Director of Finance  
Wendy Williams, Director of Marketing  
Scott Graham, Director of Operations  
Jeremiah Bryant, Service Planning & Scheduling Manager  
Ray Maldonado, Employee Relations Manager  
Milind Joshi, sbX Project Manager  
Maurice Mansion, Treasury Manager  
Diane Caldera, Assistant Transportation Manager  
Bart Hayashi, Construction Manager  
Eugenia Pinheiro, Contracts Manager  
Dennice Raygoza, Sr. Contract Administrator  
Christine Van Matre, Contract Administrator  
Mark Crosby, Loss Prevention Supervisor  
Vicki Osborne, Assistant to CEO/General Manager  
Carol Angier, Administrative Secretary

**OTHER**

Carol Greene, Legal Counsel

**B. ANNOUNCEMENTS/PRESENTATIONS**

The next regular meeting is scheduled Wednesday, April 3, 2013, at 8:00 a.m.

**C. COMMUNICATIONS FROM THE PUBLIC**

Jeff DeFillipes, San Bernardino, spoke to the Board on the good job Coach Operators are doing, concern over the lack of raises for them, and Coach Operators allowing passengers to ride for free and stopping in between bus stops.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

None.

**E. CONSENT CALENDAR**

1) Approve Board Minutes – February 6, 2013

- 2) Receive & File Administrative & Finance Committee Minutes – January 14, 2013
- 3) Receive & File Agency Management Report – January 2013
- 4) Claims Filed Against Omnitrans – Information Item Only
- 5) Receive & File Construction Progress Report No. 14 through January 2013, sbX E Street Corridor BRT Project
- 6) Receive & File Omnitrans Response – 2012 Eureka Bronze Award Recap of Results
- 7) Authorize Amendment No. 1 to Sole Source Contract PRC13-44, Multi-Dimensional Benchmarking Services
- 8) Adopt Resolution No. 263-13 Authorizing CEO/General Manager to Utilize Remaining Public Transportation Modernization, Improvement & Service Enhancement (PTMISEA) Program Funds to Complete 16 ACCESS Vehicles for Service Readiness
- 9) Receive & File Response, SAP Enterprise Resource Planning (ERP) Enhancement Project Plan for Tracking Deliverables and Milestones
- 10) Press Articles and Letters of Interest to the Board

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

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

- 1) CEO/General Manager's Report

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

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

Chair Riddell said at a Board Member's request, this agenda item is pulled and will be presented to the Board again next month.

- 3) Authorize Award (Bench) – Contracts MNT13-16 (A-E), Cummins Engine Parts

M/S/C (Yates/Spagnolo) to authorize the CEO/General Manager to award Contracts MNT13-16A to Cummins Cal Pacific LLC of Irvine, CA; MNT13-16B to New Flyer of Winnipeg, Canada; and MNT13-16C to Direct Machinery Outlet, Inc. of Jessup, MD; MNT13-16D to Buswest, LLC of Fontana, CA; and MNT13-16E to Performance Turbochargers, LLC of Fontana, CA, for the provision of Cummins Engine Parts for an initial three year period beginning March 6, 2013, and ending no later than March 5, 2016, and the authority to exercise two (2) single option years to extend the contract to no later than March 5, 2018, in an aggregate not to exceed amount of \$1,125,000 , plus a 10% contingency of \$112,500 for the initial base period, and \$375,000 for each of the two option years, totaling \$750,000, plus a 10% contingency of \$75,000, bringing the total aggregate not to exceed amount to \$2,062,500, should all option years be exercised.

4) Authorize Release, Invitation for Bids IFB-MKT13-13, Bus Stop Amenity Repainting

M/S/C (Yates/Eaton) to authorize the CEO/General Manager to release Invitation for Bids IFB-MKT13-13 for the provision of Bus Stop Amenity Repainting.

5) Authorize Release, Invitation for Bids IFB-MKT13-66, Bus Stop Shelter Solar Panels

M/S/C (Yates/Eaton) to authorize the CEO/General Manager to release Invitation for Bids IFB-MKT13-66 for the provision of bus stop shelter solar panels.

6) Authorize Release, Invitation for Bids IFB-MKT13-67, Bus Stop Amenity Trash Receptacles

M/S/C (Yates/Eaton) to authorize the CEO/General Manager to release Invitation for Bids IFB-MKT13-67 for the provision of bus stop amenity trash receptacles.

**G. CALL FOR PUBLIC HEARING**

None

**H. BOARD BUSINESS**

Closed Session

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

The Board adjourned to Closed Session at 8:14 a.m. The Board reconvened at 8:16 a.m. Chair Riddell said no reportable action took place during Closed Session.

**I. REMARKS AND ANNOUNCEMENTS**

None.

**J. ADJOURNMENT**

The Board adjourned at 8:17 a.m. The next regular meeting is April 3, 2013, at 8:00 a.m. with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

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Carol Angier, Recording Secretary

ITEM # E2

## **AGENCY MANAGEMENT REPORT**

**February 2013**  
**FISCAL YEAR 2013**

### **Agency Results**

#### **Operating Revenue**

February total Operating Revenue of \$6,321,538 is 548,813 over budget. Year-to-Date (YTD) Operating Revenue of \$46,344,004 is \$224,701 over budget. The positive monthly and YTD variances are primarily driven by billing the FTA for the Job Access Reverse Commute Funding.

#### **Operating Expense**

February Operating Expense of \$5,117,090 is \$654,154 under budget. YTD Operating Expense of \$44,527,706 is \$1,642,165 or 4% under budget. The current month and YTD variance is driven by labor, fringe benefits, material and supplies, services and occupancy all coming in under budget.

#### **Ridership**

During the month of February, Omnitrans carried a total of 1,335,711 passengers. This consisted of 1,296,896 on Fixed Route service and 38,815 on Demand Response routes. YTD Ridership is 10,831,790, which reflects a total system increase of .95% when compared to the same period last year.

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

During the month of February, Omnitrans provided a total of 62,953 revenue hours reflecting a decrease of 2.30% versus the same period last year. Omnitrans logged a total of 854,736 revenue miles during the month, reflecting a decrease of 3.01% when compared to same period last year. YTD Omnitrans provided a total of 531,056 revenue hours reflecting an increase of .84% versus the same period last year. Also, YTD Omnitrans logged a total of 7,093,155 revenue miles reflecting a decrease of .87% when compared to same period last year.



## **Farebox Recovery Ratio**

February farebox revenue for Fixed Route/Omnalink is \$1,098,817 versus \$1,088,775 for the same period last year. This is an increase of 1.0%. The positive variance is driven by a slight increase in ridership compared to last year. The farebox recovery ratio for the month is 26.67%. YTD farebox revenue for Fixed Route/Omnalink is \$8,775,246 versus \$8,935,742 for the same period last year. This is a decrease of 1.83%. YTD farebox recovery ratio is 25.81%.

February farebox revenue for Access is \$131,846 versus \$120,814 for the same period last year. This is an increase of 9.13%. Farebox recovery ratio for the month is 13.78%. YTD farebox revenue for Access is \$1,027,154 versus \$1,010,672 for the same period last year. This is an increase of 1.63%. YTD farebox recovery ratio is 12.72%.

## **Financials**

Total Salaries and Benefits of \$3,133,435 are \$339,669 under budget for the month of February. YTD Salaries and Benefits of \$26,787,904 are \$996,931 or 4% under budget. The positive current month and YTD variance is primarily driven by headcount being less than planned.

Total Services are \$96,484 or \$164,421 under budget in February. YTD Total Services are \$1,386,970 or \$700,272 under budget. The positive monthly and YTD variance is principally driven by professional services being less than planned.

Materials and Supplies are \$548,545 or \$253,703 under budget in February. YTD Materials and Supplies are \$5,391,633 or \$1,026,350 under budget. The current month and YTD variance is principally driven by gasoline and rolling stock parts being less than planned.

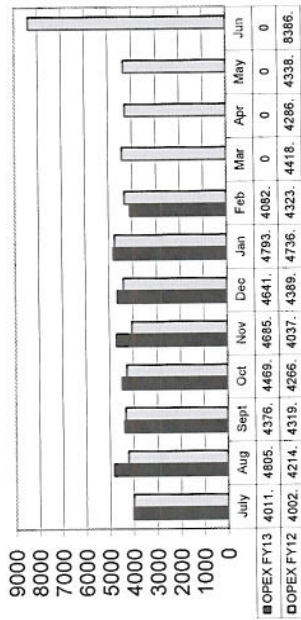
Purchased Transportation is \$756,451 or \$15,103 over budget in February. YTD Purchased Transportation is \$6,043,646 or \$112,859 over budget. The current month and YTD variance is driven by demand being up over the prior year.

Other Expenses are \$582,175 or \$88,547 over budget in February. YTD Other Expenses are \$4,917,553 or \$968,528 over budget. The current month and YTD variance is primarily driven by the Incurred But Not Reported reserve accrual.

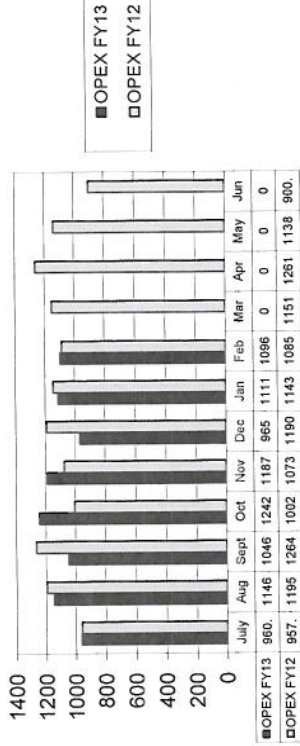
**PERFORMANCE STATISTICS  
FISCAL YEAR 2013  
February 2013**

	<u>Current Month</u>		<u>YR/YR</u>	<u>Year-To-Date</u>		<u>YR/YR</u>
	<u>February 2013</u>	<u>February 2012</u>	<u>inc/(dec)</u> <u>CURRENT</u>	<u>February 2013</u>	<u>February 2012</u>	<u>inc/(dec)</u> <u>YTD</u>
Total Passenger Revenue & Subsidy						
Fixed Route	\$1,095,855	\$1,084,969	1.0%	\$8,752,547	\$8,909,859	-1.8%
Demand Response	\$134,808	\$124,619	8.2%	\$1,049,853	\$1,036,554	1.3%
Total Passengers						
Fixed Route	1,296,896	1,324,630	-2.1%	10,507,228	10,416,802	0.9%
Demand Response	38,815	38,520	0.8%	324,562	313,466	3.5%
Farebox Recovery Ratio						
Fixed Route/OmniLink	26.67%	24.94%		24.26%	25.81%	
Access	13.78%	12.55%		12.72%	12.95%	
Total Passengers per Revenue Hour						
Fixed Route	26.9	26.7	0.6%	25.7	25.6	0.3%
Demand Response	2.6	2.6	1.8%	2.7	2.6	2.3%
Revenue per Passenger						
Fixed Route	0.84	0.82	3.2%	0.83	0.86	-2.6%
Demand Response	3.47	3.24	7.4%	3.23	3.31	-2.2%
Cost per Passenger						
Fixed Route	3.15	3.26	-3.6%	3.41	3.29	3.7%
Demand Response	25.64	26.10	-1.8%	25.80	25.95	-0.6%
Cost per Revenue Hour						
Fixed Route	84.67	87.26	-3.0%	87.71	84.37	4.0%
Demand Response	67.53	67.52	0.0%	68.53	67.36	1.7%
	<u>Actual</u>	<u>Target</u>				
On Time Performance						
Fixed Route	85.02%	90%				
Demand Response	90.41%	90%				
Headcount (includes PT Operators)	626	646				

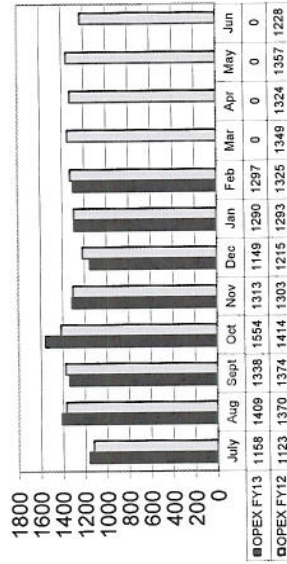
### Fixed Route Operating Expense Thousands



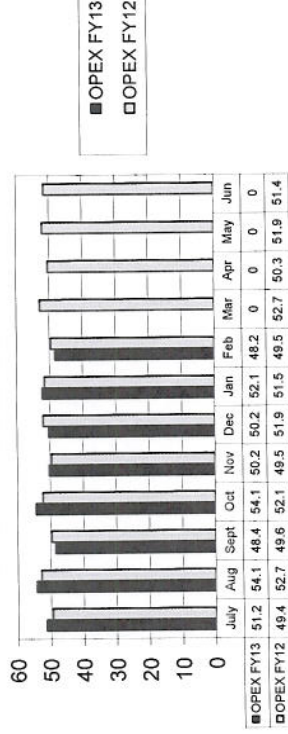
### Fixed Route Passenger Revenue Thousands



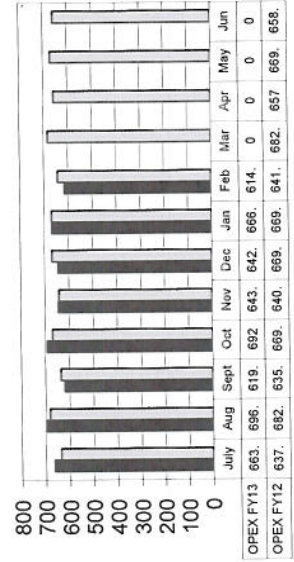
### Fixed Route Ridership Thousands



### Fixed Route Revenue Hours Thousands

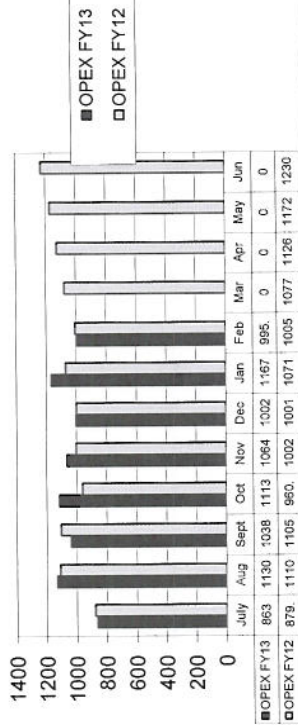


### Fixed Route Revenue Miles Thousands

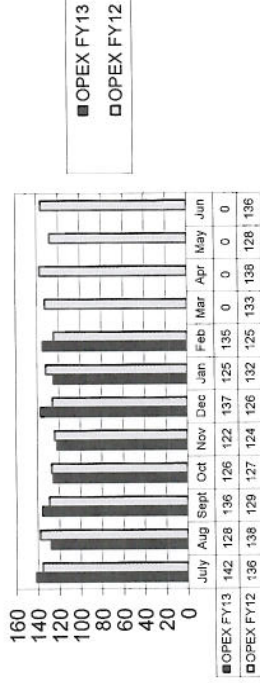




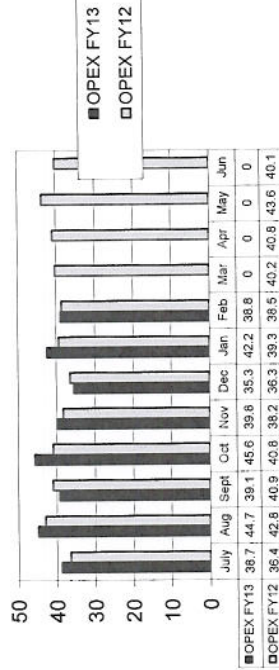
### Demand Response Operating Expense Thousands



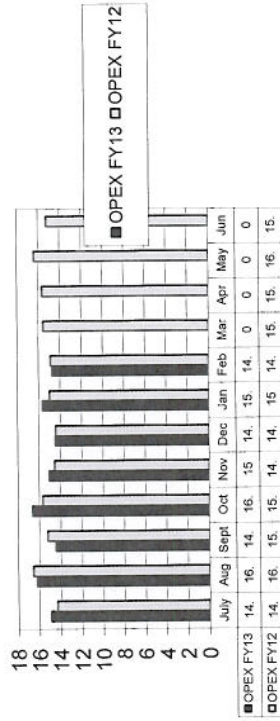
### Demand Response Passenger Revenue Thousands



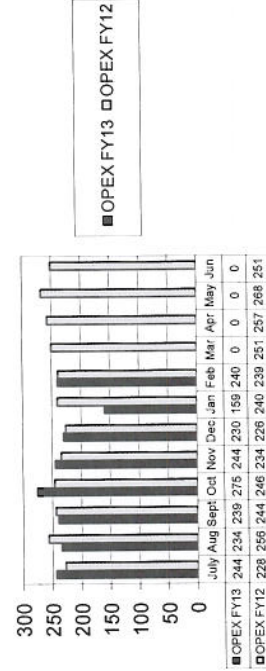
### Demand Response Ridership Thousands



### Demand Response Revenue Hours Thousands



### Demand Response Revenue Miles Thousands



# Statement of Operations Fiscal Year: 2013

CURRENT MONTH: February 2013

YEAR-TO-DATE: February 2013

	<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>
	1,203,561	1,249,407	(45,845)	96%	Passenger Fares	9,577,723	9,995,252	(417,529)	96%
	27,102	27,477	(376)	99%	Measure I Subsidy - Fares	224,677	219,818	4,859	102%
	376,689	376,689	0	100%	Measure I Subsidy - Operating	3,013,515	3,013,515	0	100%
	22,917	54,167	(31,250)	42%	Auxiliary Transportation Revenue	384,345	433,333	(48,988)	89%
	(13,969)	2,667	(16,635)	0%	Non-Transportation Revenue	(12,933)	21,333	(34,266)	-61%
	2,825,124	2,825,125	(1)	100%	LTF Operating	22,600,994	22,600,994	0	100%
	68,909	68,909	(0)	100%	STAF Operating	551,274	551,275	(1)	100%
	726,915	62,500	664,415	1163%	JARC - Operating Assistance	1,171,029	437,500	733,529	268%
	1,084,290	1,105,785	(21,495)	98%	Capital Funds for Operations	8,833,379	8,846,281	(12,902)	100%
	6,321,538	5,772,726	548,813	110%	Total Revenues	46,344,004	46,119,303	224,701	100%
					<u>Operating Expenses</u>				
	1,991,913	2,111,501	119,588	94%	Labor	16,882,449	16,892,009	9,560	100%
	1,141,522	1,361,603	220,081	84%	Fringe Benefits	9,905,455	10,892,826	987,371	91%
	96,484	260,905	164,421	37%	Services	1,386,970	2,087,241	700,272	66%
	548,545	802,248	253,703	68%	Materials and Supplies	5,391,633	6,417,984	1,026,350	84%
	171,260	235,912	64,652	73%	Occupancy	1,589,003	1,887,293	298,290	84%
	412,458	208,998	(203,461)	197%	Casualty and Liability	3,267,828	1,671,981	(1,595,847)	195%
	313	5,000	4,687	6%	Taxes and Fees	46,998	40,000	(6,998)	117%
	756,451	741,348	(15,103)	102%	Purchased Transportation	6,043,646	5,930,787	(112,859)	102%
	58,716	78,313	19,597	75%	Printing and Advertising	546,852	626,500	79,648	87%
	(100,102)	(76,071)	24,031	132%	Miscellaneous Expense	(820,745)	(608,567)	212,178	135%
	39,531	41,477	1,946	95%	Lease and Rental	287,617	331,819	44,202	87%
	5,117,090	5,771,234	654,144	89%	Total Operating Expense	44,527,706	46,169,871	1,642,165	96%
	1,204,448	1,492	1,202,956		Net Gain ( Net Loss)	1,816,298	(50,569)	1,866,867	
	3,133,435	3,473,104	339,669	90%	Sal & Ben	26,787,904	27,784,834	996,931	96%
	582,175	493,628	(88,547)	118%	Other	4,917,553	3,949,025	(968,528)	125%

3/25/2013

**DATE:** April 3, 2013

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

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

**FROM:** Mae Sung, Accounting Manager

**SUBJECT: INVESTMENT STATUS**

**FORM MOTION**

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

**BACKGROUND & SUMMARY**

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

**SUMMARY**

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

MV:MS

OMNITRANS  
Treasurer's Report  
Month ending February 2013

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Interest Yield	Ending Balance
Cash and Investments Under the Direction of the Treasurer						
Local Agency Investment Fund		\$ 19,964,745.34		\$ (3,350,000.00)	0.29%	
			\$ 1,800,000.00		0.29%	
					0.29%	
		\$ 21,764,745.34		\$ (3,350,000.00)		
Net LAIF Funds				\$ 18,414,745.34		\$ 18,414,745.34
Fair Marketing Value	Fair Value Factor				1.001127231	\$ 18,435,503.01
Union Bank Money Market GMRA		\$ 4,034,403.50				
	Interest		\$ 153.01		0.05%	
				\$ (289,293.63)		
		\$ 4,034,556.51		\$ (289,293.63)		
				\$ 3,745,262.88		
				\$ 3,745,262.88		\$ 3,745,262.88
Citybank Morgan Stanley Futures Account		\$ 237,638.71				
		\$ 9,612.50				
	Gain/Loss for month					
		\$ 247,251.21		\$ -		
				\$ 247,251.21		\$ 247,251.21
		\$ 1,472,873.32				
	Passenger	\$ 1,300,011.92				
	Grants' Revenue	\$ 5,700,429.77				
	Miscellaneous Revenue	\$ 586,344.40				
	Transfers From (To) LAIF	\$ 3,350,000.00		\$ (1,800,000.00)		
	Transfers From (To) Money Market	\$ 289,293.63				
	Transfers From (To) Morgan Stanley Futures Account					
	Accounts Payable			\$ (7,481,778.31)		
	Payroll and Payroll Taxes			\$ (2,136,738.87)		
	Employee Benefits			\$ (372,086.00)		
	Bank Service Charge			\$ (1,416.56)		
Net Union Bank Operating Funds		\$ 12,698,953.04		\$ (11,792,019.74)		
				\$ 906,933.30		
						\$ 906,933.30
		\$ 3,400.00				
Petty Cash				\$ 3,400.00		\$ 3,400.00

Cash and Investments Under the Direction of Fiscal Agents

Wachovia Bank N.A.	\$ 75,000.00					
Workmens' Comp. Adjuster						
York Insurance Services						\$ 75,000.00
Total Cash & Investments						\$ 23,413,350.40

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

Prepared by: \_\_\_\_\_  
Mae Sung, Accounting Manager

Approved by: \_\_\_\_\_  
Milo Victoria, CEO/General Manager, Treasurer

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

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

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

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

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

Interest earned by the Master Control account is used as a partial offset to the

monthly bank service charges.

**DATE:** April 3, 2013

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

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

**SUBJECT: PAYROLLS AND WARRANTS FOR JANUARY/FEBRUARY 2013**

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

<b>Payroll Period</b>	<b>Amount</b>	<b>Register #</b>
01/23/13-02/05/13	\$318,337.57	03
02/06/13-02/19/13	\$322,034.92	04

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

<b>Payroll Period</b>	<b>Amount</b>	<b>Register #</b>
01/14/13-01/27/13	\$839,302.08	03
01/28/13-02/10/13	\$825,396.99	04

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

<b>Register Date</b>	<b>Amount</b>	<b>Register #</b>
02/07/2013	\$6,600,450.28	603-604
02/14/2013	\$323,030.75	605
02/21/2013	\$336,210.06	606
02/28/2013	\$222,087.22	607

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

MV: ms



ITEM # E3

**DATE:** April 3, 2013

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

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

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

CLAIMANT	DATE OF LOSS	CLAIM NUMBER
Budd, Basim	09/13/12	CLPA10881A1
Delgado, Jose	03/04/13	CLPA10891Aw
Hernandez, Venessa	02/27/13	CLPA10885A1
Jackson, La Verne	11/01/12	CLPA10892A1
Kidd, Ann	02/25/13	CLPA10890A1
Meza, Gloria	11/06/12	CLPA10895A2
Olivar, Leticia	02/05/13	CLPA10884A2

Summary of Accidents

No. of Claimants

Injury Boarding Coach  
Injury Outside Coach  
Injury Inside Coach  
Coach/Vehicle Accident

1  
1  
3  
2

For the Claims Above:

20% of claims were filed 1 to 5 days after the incident.

0% of claims were filed 6 to 10 days after the incident.

80% of claims were filed 11 or more days after the incident.

/ca

ITEM # E4

**DATE:** April 3, 2013

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

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

**FROM:** Robert Miller, Chief Financial Officer

**SUBJECT:** **OMNITRANS CHIEF FINANCIAL OFFICER'S QUARTERLY  
REPORT – FORWARD FUEL PURCHASES THROUGH MARCH 2013**

### **FORM MOTION**

Receive and file Omnitrans Chief Financial Officer's Quarterly Report on Forward Fuel Purchases for the period of January through March 2013.

### **BACKGROUND & SUMMARY**

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

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

A new hedge was established on January 17, 2012, fixing the price of 150,000 gallons of fuel per month for Omnitrans beginning in February 2012 and continuing through June 2014. The Board authorized the Agency to participate in the New York Mercantile Exchange (NYMEX) market through Morgan Stanley in order to lower the cost of the hedging transaction itself. This object has been accomplished. Without the structural change, Omnitrans would have paid \$.08 per gallon or \$12,000 per month to hedge 150,000 gallons of fuel. The total cost for the 29 month period would have been \$348,000. Under the Morgan Stanley structure, the Agency incurred costs of \$4,630 to establish the 29 month hedge position. A similar amount will be incurred over the life of the hedge as each monthly position closes. The total transactional cost has been reduced to \$9,260; a savings of \$338,740 for the Agency.

Over the last year, the price for natural gas has been declining as the supply has been increased due to new recovery technology. The new hedge was established at a price of \$.277 per gallon

of LNG. This compares to a price of \$.54 per gallon under the expiring hedge. Because of the favorable market conditions, Omnitrans will be able to reduce its fuel budget for FY 2013 by \$900,000 year over year.

Under the new hedge program, the hedge cost will be averaged over the entire hedge period thereby fixing the per gallon fuel cost for 29 months. In the past, the prices have been averaged over periods coinciding with the Agency's fiscal years. While this will increase the cost during the close in months, the Agency will be able to reduce the volatility of approximately 5% of its annual expenses. This will permit us to minimize our year-over-year expense growth rate and this will allow us to satisfy the test so we can use State Transit Assistance (STA) funding for both capital and operating expenses.

Simple administrative controls have been put in place to make sure the Agency's hedge program is controlled and is consistent with the objectives of the Committee and the Board. An account statement is independently generated nightly by Morgan Stanley. The report is simultaneously distributed to Milo Victoria, Robert Miller and Donald Walker. They are the only individuals authorized to trade the account. Any activity would be highlighted on the statements distributed to the three authorized traders.

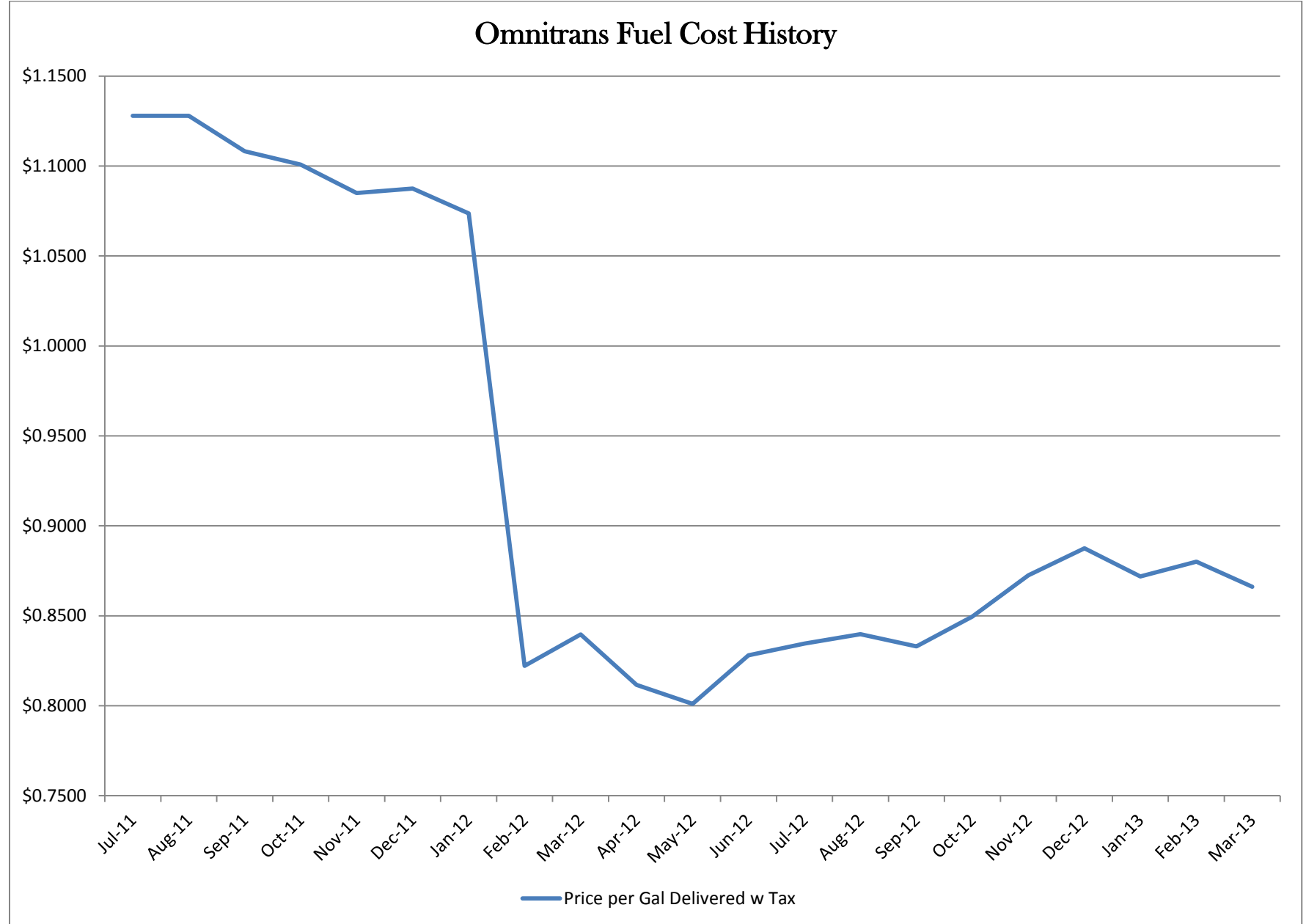
Once each month the Agency will use the Morgan Stanley daily statement to record the financial results from the hedge position. The gain or loss on the current contract will be closed against fuel acquired during the month. The gain or loss on the out month contracts will be recorded on the balance sheet as a deferred item. During the fiscal 2012 annual audit cycle, the Agency had an independent firm evaluate the Omnitrans hedge transaction. The purpose of the review was to confirm that the transaction meets the tests necessary to be recognized as efficient. An efficient hedge can be recorded through the monthly financial statements in a way that permits the Agency to accurately record the specific cost elements that pertain to each specific monthly hedge position. The Omnitrans program has been confirmed as meeting the tests to be recorded as efficient.

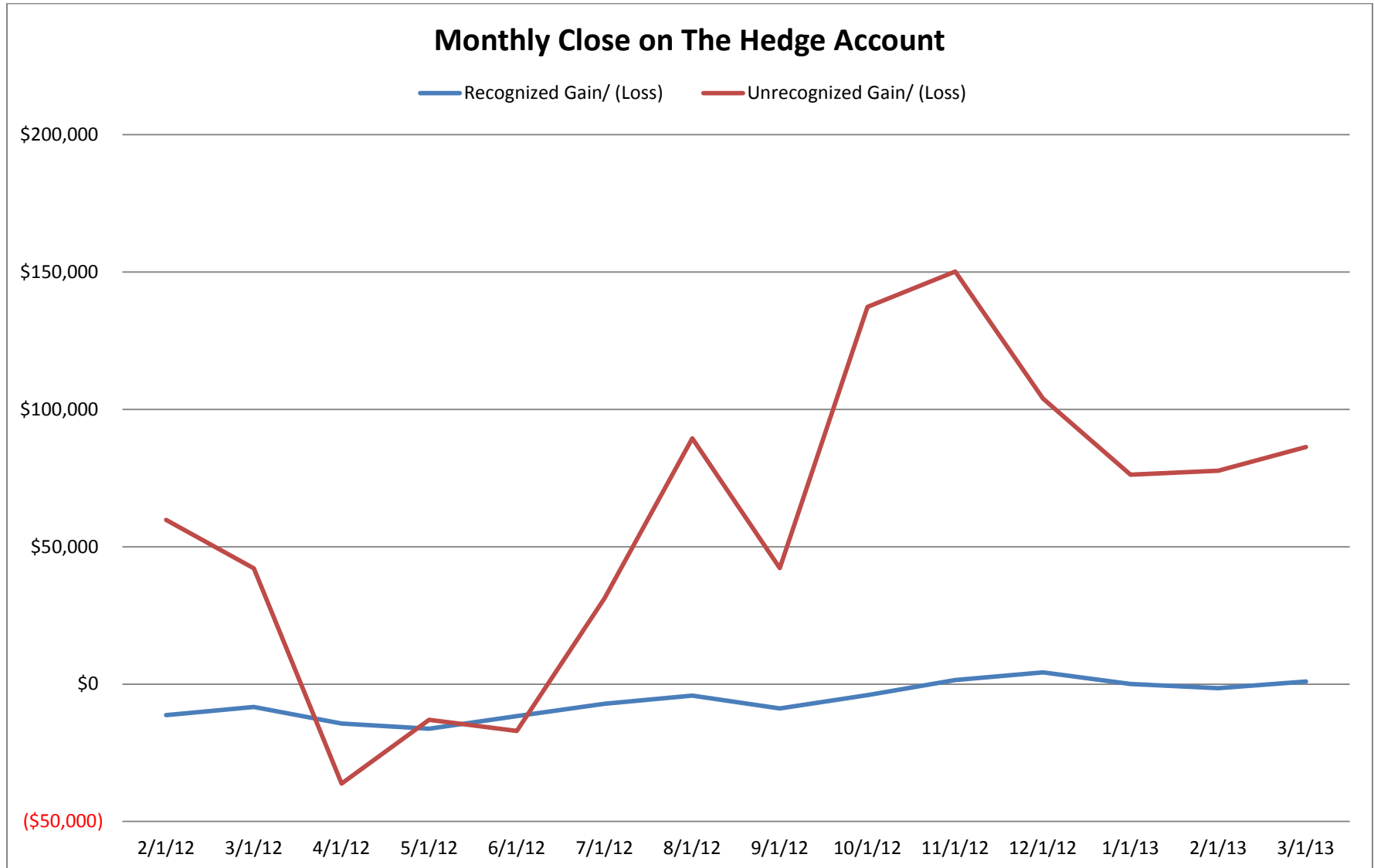
The following table highlights the fuel purchases during the third quarter of Fiscal Year 2013 (January through March).

	<b>January 2013*</b>	<b>February 2013*</b>	<b>March 2013</b>
LNG Price from Net of the Hedge gain or <loss> (incl. So Cal Index, Liquefaction, Delivery & Sales Tax)	\$0.8718	\$0.8801	\$0.8661
Mo Gain/<Loss> on Hedge Position incl above	\$62	(\$1,525)	\$967
Budget Variance	\$2,783	(35.00)	\$4,722

\*January & February numbers increased from those reported to Administrative & Finance Committee due to increase in sales tax rate from 8% to 8.25%.

MV:rm





ITEM # E5

**DATE:** April 3, 2013

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

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

**FROM:** Ray Lopez, Director of Safety and Regulatory Compliance

**SUBJECT: RESPONSE TO PUBLIC COMMENT-SAFETY CONCERNS AT 4TH STREET TRANSFER CENTER**

### **FORM MOTION**

Receive and file response to safety concerns at the 4<sup>th</sup> Street Transfer Center's Route 5 and 7 stops in downtown San Bernardino.

### **BACKGROUND & SUMMARY**

At the February 2013 Board of Directors meeting, a public comment was received regarding the placement of bus stops for Routes 5 and 7 at the 4<sup>th</sup> Street Transfer Center in downtown San Bernardino. The primary concern expressed was that Routes 5 and 7 were located away from the other routes, which left passengers feeling isolated and unsafe. The Board directed Omnitrans staff to evaluate the stop placement.

### **ANALYSIS**

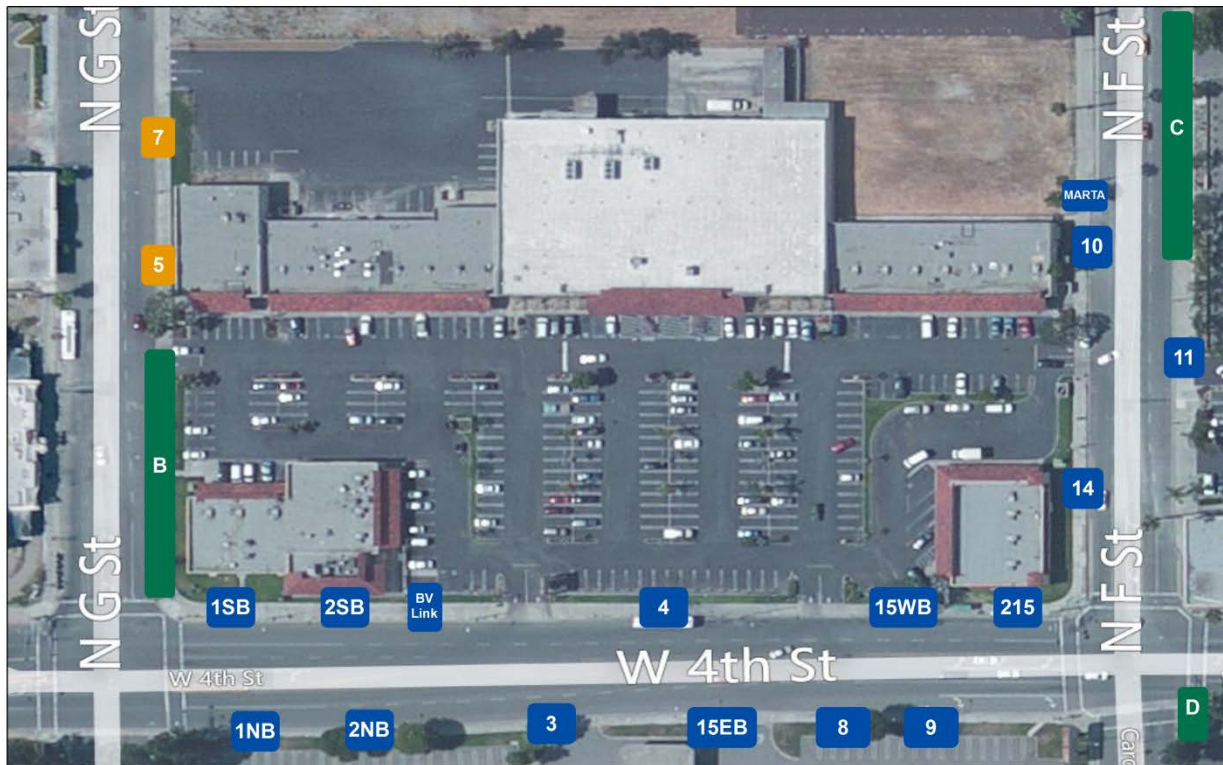
In September 2011, Omnitrans relocated and consolidated its 4<sup>th</sup> Street Transfer Center in partnership with the City of San Bernardino and the San Bernardino Economic Development Agency (EDA) due to pending construction of the movie theater complex on 4<sup>th</sup> Street and Omnitrans sbX bus rapid transit project on E Street. The move shifted 13 routes serving downtown San Bernardino and up to 20 buses at any one time to a little more than a one block area on 4<sup>th</sup> Street between and including F and G Streets. Exhibit 1 on Page 2 shows the current bus stops with corresponding route numbers for the 4<sup>th</sup> Street Transfer Center.

Prior to relocating routes to the current alignment, Omnitrans and City/EDA staff met with business and property owners in the area and also met with residents and property management at the TELACU Hacienda Senior Apartments on the northwest corner of G and 4<sup>th</sup> Streets. Following these meetings, and in conjunction with Omnitrans own assessment of the location, the existing stop placement was selected.

In developing the current stop locations, Omnitrans considered several issues, with the two most important issues being customer safety and ease of transfers between routes. Both of these considerations would shift Routes 5 and 7 from their current location a few hundred feet south to just north of the corner of 4<sup>th</sup> Street still on G Street to a currently red curbed and unused section of curb (“Area B” in Exhibit 1).

While Omnitrans staff sees this location, just north of 4<sup>th</sup> Street on G Street, to be the preferred location, adamant disagreement was heard from the TELACU property managers and senior residents. Senior apartments adjoin G Street across from this location and the seniors were concerned about noise issues. At the request of these seniors, which were echoed by City/EDA staff and elected officials, Omnitrans agreed to move stops in “Area B.”

**Exhibit 1: Aerial of 4<sup>th</sup> Street Transfer Center with Routes Identified by Number and Potential Stop Locations Marked by Letter.**



When that decision was reached, Omnitrans found itself debating the same issue that is at the center of the discussion now. Four choices were evaluated:

- A. Current location of Routes 5 and 7. Slightly apart from other routes and a short distance to the next stop and the only two routes on G Street. However, transfers to two of the most heavily transferred to routes were as close as possible, and with the two routes together there was still reasonable traffic to maintain a sense of activity in the area.
- B. Area B in Exhibit 1 was Omnitrans preferred location on G Street, but was ruled out following the concerns expressed by residents of the neighboring senior apartments. Noise

concerns from these residents persisted following Omnitrans relocation to the area. While these concerns did not require a relocation of bus stops, Omnitrans bus travel and circulation in downtown was changed to mitigate their concerns. Staff reached out to a representative of this group to see if the situation has changed and as of March 19, 2013, it has not.

- C. Area C is located midblock on the east side of F Street north of 4<sup>th</sup> Street and north of the current stop for Route 11. While this stop is a plausible stop location, it suffers from a significant safety concern related to increase jaywalking across F Street. To address jaywalking on 4<sup>th</sup> Street, Omnitrans, in collaboration with the City, chose to build a center median and fence. Moving stops to Area C would require a similar investment to avoid liability associated with a midblock stop. Area C would also worsen the transfer between Routes 5 and 7 and two of their most frequent transfer routes: Routes 1 and 2. Lastly, the routes would still generally be isolated from other stops as they would be the northeastern most stops in the transfer center, rather than the northwestern most stops.
- D. Area D is several hundred feet east of F Street. This location was a primary bus stop immediately across from the California Theater and Regal Theater and north of the Carousel Mall Parking Structure. The need to relocate bus stops came as the City/EDA invested in the theaters. This investment led the City/EDA to request that Omnitrans move its bus stops. The previous bus stops remain viable, but would again leave the routes isolated from other existing stops. Staff believes that the current location is less isolated and more visible than Area D.

One last placement was also evaluated, which is to intersperse Routes 5 and 7 among the other routes on 4<sup>th</sup> Street. Unfortunately, there is simply not enough curb length to do so without closing the parking lot entrances into the Stater Bros shopping center on the north side of 4<sup>th</sup> Street.

In the near term, the current location of Routes 5 and 7 are the best outcome given the choices and tradeoffs available. Omnitrans will continue to maintain a dialogue with the TELACU residents and evaluate opportunities to shift these routes closer to 4<sup>th</sup> Street should their opposition change.

In addition to evaluating stop placement, on December 10, 2012, Omnitrans staff met with San Bernardino Council Member Virginia Marquez, San Bernardino Police Chief Handy, and the property management company that oversees the 4<sup>th</sup> and G Street Shopping Center. During this meeting safety and security concerns in the area were discussed which consisted of gambling, drinking, and trespassing. Ways to address the concerns were formulated and a multi-faceted crime prevention approach was developed with San Bernardino Police Department and the private security contractor for the shopping center, which included random visits by Omnitrans Field Supervisory Personnel. In the last few weeks, updates have been received from Council Member Marquez advising that the situation has improved moderately and other solutions are being explored by the city.

In the longer term, Omnitrans has partnered with SANBAG to build the permanent San Bernardino Transit Center on the southwest corner of E Street and Rialto Avenue. The project team is currently reviewing 90%-plans for the facility. Construction is expected to begin near the



end of 2013 and the facility is expected to be complete by the end of 2014. Once the San Bernardino Transit Center is complete, all 13 routes will be co-located in a multi-modal transit facility with on-site security and without the feeling of isolation mentioned with the current Route 5 and 7 stops.

## **CONCLUSION**

Omnitrans has evaluated the concerns mentioned in public comment at the February 2013 Board of Directors Meeting. Multiple alternative stop locations have been considered; however, in the near term no alternative appears to be a broadly accepted improvement to the current condition. The long term solution to this concern is the development of the San Bernardino Transit Center at E Street and Rialto Avenue, which is expected to be operational by the end of 2014.

MV:RL:JB

ITEM # E6

**DATE:** April 3, 2013

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

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

**FROM:** Robert Miller, Chief Financial Officer

**SUBJECT:** **OMNITRANS CHIEF FINANCIAL OFFICER'S HISTORY AND STATUS OF THE AGENCY'S INVESTMENT IN PROPERTY IN RANCHO CUCOMONGA**

### **FORM MOTION**

Receive and file report on the history and status of Omnitrans' investment in property in Rancho Cucamonga.

### **BACKGROUND & SUMMARY**

In Fiscal Year 2002, Omnitrans made a strategic investment to position the Agency to serve our growing community through the next 30 years.

To support this strategic plan, Omnitrans recognized that existing bus yard and maintenance facilities could not accommodate significant fleet growth. Omnitrans assembled a pool of capital to support a third bus yard and purchased a 29 acre parcel on Arrow Route in Rancho Cucamonga. The funding sources and uses are highlighted below:

#### **Funding assembled:**

<b><u>Fiscal Year</u></b>	<b><u>FTA Amount</u></b>	<b><u>STA Amount</u></b>	<b><u>LTF Amount</u></b>	<b><u>Total Amount</u></b>
FY01	\$4,525,230	\$1,134,082	\$0	\$5,659,312
FY02	\$1,758,648	\$0	\$444,785	\$2,203,433
FY03	\$1,508,498	\$0	\$608,867	\$2,117,365
FY07	\$12,994,123	\$3,058,059	\$100,000	\$16,152,182
FY08	\$2,575,975	\$854,276	\$400,560	\$3,830,811
FY09	\$1,050,200	\$38,992	\$223,558	\$1,312,750
<b>Total</b>	<b>\$24,412,674</b>	<b>\$5,085,409</b>	<b>\$1,777,770</b>	<b>\$31,275,853</b>

Fund Uses:

Land	(\$5,150,277)	(\$933,393)	(\$291,881)	(\$6,083,670)
sbX	(\$15,543,767)	(\$3,955,673)	(\$500,560)	(\$20,000,000)
<b>Total</b>	<b>(\$20,694,044)</b>	<b>(\$4,889,066)</b>	<b>(\$792,441)</b>	<b>(\$26,083,670)</b>
 <b>Balance</b>	 <b><u>\$3,718,630</u></b>	 <b><u>\$196,343</u></b>	 <b><u>\$985,329</u></b>	 <b><u>\$4,900,302</u></b>

The Rancho Cucamonga parcel was acquired by Omnitrans for approximately \$6 million dollars in 2001. {Exhibit A attached hereto shows an overhead view of the Rancho Cucamonga parcel.} Omnitrans continued to assemble the necessary capital pool to develop the parcel. The table above highlights the grant funding that was reserved for the development of the Rancho Cucamonga site. The capital pool for the site development exceeded \$25 million dollars.

As the development capital for the project was put in place, Omnitrans was impacted by the 2008 financial recession. Operations at the Agency are funded to a large degree by Local Transportation Funds that are allocated from local sales tax proceeds. The sharp decline in economic activity had an immediate and profound impact on Omnitrans.

In 2008, a “new normal” was contemplated by the staff at Omnitrans. A thorough review of both operating expenses and capital budgeting priorities was undertaken. A clear strategic focus was established- maintenance of service. A number of initiatives were put in place to lower our operating costs and to improve the productivity of our capital. These programs have been largely successful and Omnitrans has seen ridership increase to over 16,000,000 in FY 2012, a threshold that had not been surpassed since 2004. Ridership on the Omnitrans service has been increasing roughly twice as fast as transit ridership nationally; however, not to the point of needing an additional operating division. Of equal importance, the Agency has been able to reduce the public subsidy per passenger mile in its fixed route service by 15% since 2008. The productivity of public funds invested in Omnitrans has increased materially.

Focusing on enhancing productivity as measured by public subsidy per passenger mile, Omnitrans management launched several key initiatives. The first was to right size a few of our routes. Utilization of cutaway vans on less traveled routes permitted Omnitrans to provide service at a lower public subsidy per passenger mile. The Agency could maintain service breadth and frequency at a lower price point. Second, service hours were curtailed in a focused way that minimized the ridership impact.

In addition to the operational changes implemented to improve our public cost of service proposition, Omnitrans went through a major capital budgeting review program. The most significant outcome was that the Agency decided to focus available capital on the sbX E Street Corridor project; introducing bus rapid transit service into San Bernardino County. In the new normal Omnitrans elected to direct available capital to this project in order to qualify for a Small Starts Grant. Focus on projects that meet Federal investment standards is critical to increasing the productivity of local funding contributed by tax payers in the San Bernardino Valley. You will note in the funding table above, \$20,000,000 of capital was redirected away from the

Omnitrans Mid Valley bus yard project and repointed to the sbX effort. This decision has maintained the Agency's focus on customer facing projects that enhance the quality of life for the residents of San Bernardino County.

Going Forward:

Omnitrans led a group that met with the FTA in San Francisco to discuss the Mid Valley real property investment in September 2012. The purpose of the visit was to review real property valuations generally, economic drivers behind the property valuations and alternative approaches for the property. The current value of the Mid Valley site is driven by some key parameters:

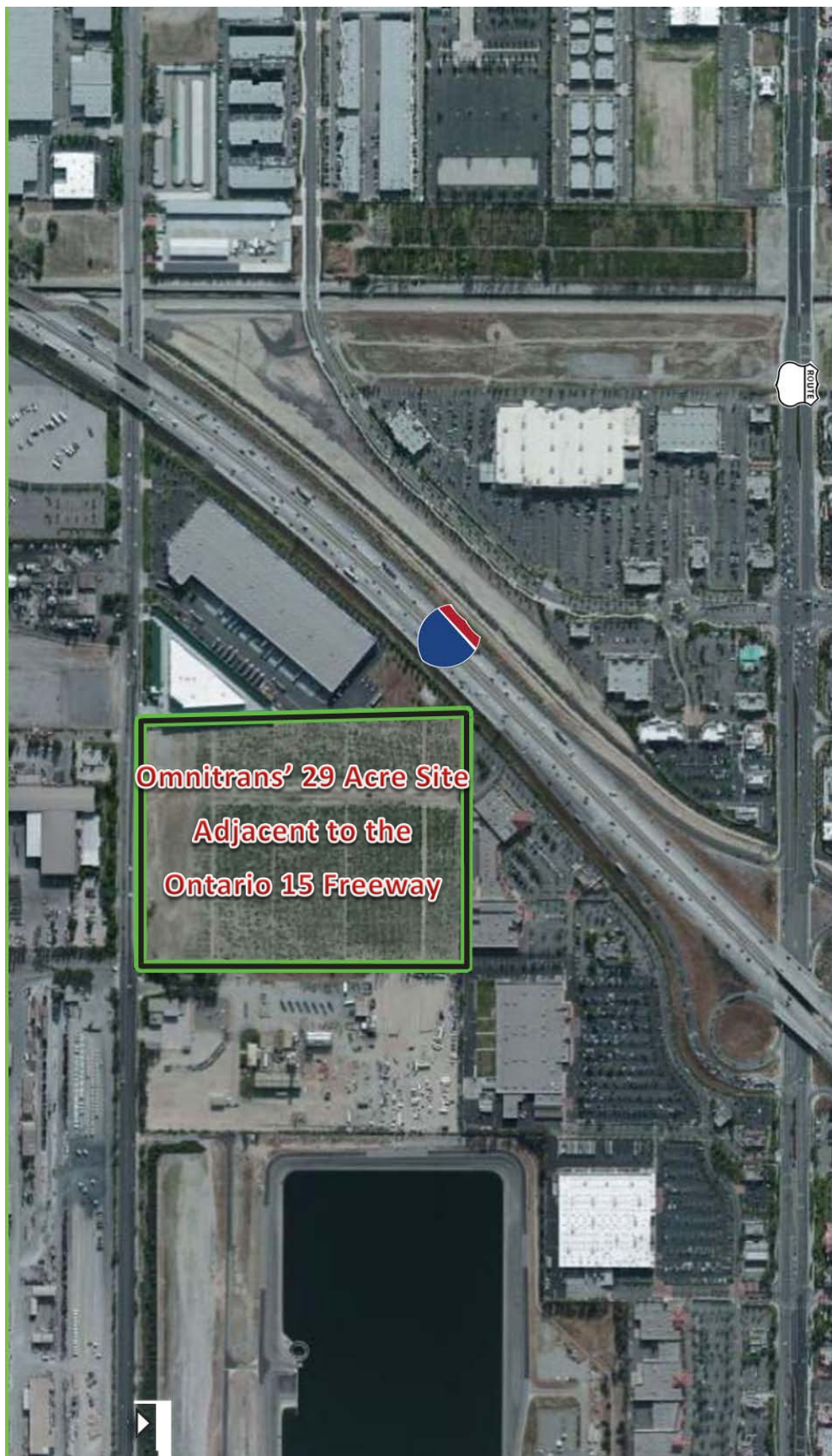
- Strategic location with excellent access to the I-15 and I-10 Freeways.
- Land site permits construction of a large, cross dock distribution warehouse which is in high demand.
- Located in the highly desired Inland Empire West, which offers lower drayage and fuel costs. Buildings in the Inland Empire West typically lease faster and receive higher rents.
- Strong Inland Empire Market Dynamics with 6.6 million square feet of net absorption of industrial warehouse space in the first half of 2012. As a result the vacancy rate stands at 6.6%.
- Limited Supply of Large Buildings in the Inland Empire West Market –The vacancy rate for buildings 500,000 SF and larger is currently less than 2% in the Inland Empire West.
- Proximity to Ports of Los Angeles and Long Beach.

The Inland Empire West is a highly desired in-fill market. More than 90% of the industrial zoned land has been developed. The majority of the larger buildings are owned by institutional owners such as Pension Funds, REIT's (Real Estate Insurance Trust), Insurance Companies, etc. The proximity of the Inland Empire West to the Ports of Los Angeles and Long Beach provides an ideal location for the warehousing and distribution of imported goods. Staff has been contacted by several developers interested in the property.

The discussions with the FTA confirmed that sale of the property is not advantageous for Omnitrans. Terms in the underlying grant agreements used in the acquisition of the site would return to the FTA a ratable share of the gross proceeds based on the initial acquisition share at sale. Approximately 80% of the current value would be returned to the FTA. Accordingly, Omnitrans management does not recommend sale of the property at this time.

However, because of the value of the asset, Omnitrans staff is looking at other options as it relates to use of the property going forward and will report to the Board accordingly.

MV:RM



***Exhibit A:***

*Arial View of the  
Omnitrans' Mid Valley  
Property:  
Arrow Route  
Rancho Cucamonga*

**Omnitrans' 29 Acre Site  
Adjacent to the  
Ontario 15 Freeway**

ITEM # E7

**DATE:** April 3, 2013

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

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

**FROM:** Jack Dooley, Director of Maintenance

**SUBJECT: TRANSFER OWNERSHIP OF TWO BUSES  
FORMERLY APPROVED FOR AUCTION**

### **FORM MOTION**

Authorize the CEO/General Manager to remove two New Flyer C40LF buses, 0018 and 0019, from the vehicles approved for release to auction and transfer ownership, at no cost to Omnitrans, to the San Bernardino County Emergency Vehicle Operating Center (EVOC) and to the San Bernardino County Sheriff's Department.

### **BACKGROUND & SUMMARY**

In January 2013, the Board of Directors authorized the CEO/General Manager to release 27 surplus revenue vehicles to auction. After taking this action, staff received a request from the San Bernardino County Sheriff's Office for two of these vehicles to use for training purposes. The buses will be used for emergency response and law enforcement training, and will be disposed of in a legally acceptable manner by the new owners upon the exhaustion of the buses usefulness as determined by the new owners.

### **FUNDING SOURCE**

All costs for ownership change, including California Department of Motor Vehicles transfer fees, registration fees, delivery, insurance and all other costs shall be the responsibility of the new owner.

### **CONCLUSION**

By transferring ownership to the aforementioned organizations which are Law Enforcement and Emergency Response agencies, the general public will be better protected by the results of our shared principles which are to enhance the safety of our riders.

MV:JD

ITEM #       E8      

**DATE:** April 3, 2013

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

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

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: EXECUTE AMENDMENT NO. 3 TO CONTRACT IPMO11-3  
BUS INSPECTION SERVICES**

**FORM MOTION**

Authorize the CEO/General Manager to execute Amendment No. 3 to Contract IPMO11-3 with E F Enterprises of Banning, CA, for Bus Inspection Services for \$5,835, plus a 3.27% Cost Allocation Plan (CAP) of \$191 for a total amount of \$6,026, which increases the total contract amount to \$41,475, and the project total to \$42,831.

*This item was reviewed by the Administrative & Finance Committee at its March 4, 2013 meeting and recommended for approval.*

**BACKGROUND AND ANALYSIS**

On July 11, 2012, the Board of Directors ratified a contract with E F Enterprises for bus inspection services for the fourteen articulated coaches for the E Street sbX Bus Rapid Transit (BRT) Corridor project in the amount of \$32,400, plus a ten percent contingency of \$3,240, and a 3.27 percent Omnitrans Cost Allocation Plan (CAP) of \$1,165, for a total amount not to exceed \$36,805.

Amendment No. 1 was executed by the CEO/General Manager to provide for an FTA-required Intermediate Buy America Audit increasing the agreement by \$975 out of available contingency dollars.

Amendment No. 2 extended the contract end date from March 13, 2013, to September 30, 2013, to allow time to complete production inspections, final delivery acceptance and the post-delivery audit. Forty-five additional bus inspection days were required during Over-runs of the production of the pilot bus. In accordance with Section 3, Compensation, Omnitrans agrees to pay E F Enterprises \$180 per day for Over-runs, totaling \$8,100. With \$2,265 remaining in the contingency, Amendment No. 2 could only be increased by \$2,265.



Amendment No. 3 is requested for the remaining \$5,835 required to pay the balance of the additional inspection services (\$8,100 less \$2,265), increasing the total contract to \$41,475, for a total project cost of \$42,831, including CAP.

### **FUNDING SOURCE**

Funding for this purchase is through the Congestion Mitigation and Air Quality (CMAQ) Funds as follows:

<b>FUNDING</b>	<b>GRANT #</b>	<b>FISCAL YEAR</b>	<b>PROJECT NAME</b>	<b>AMOUNT</b>
CMAQ	CA-95-X124	2010	E-Street Corridor Bus Procurement	\$6,026
			<b>TOTAL</b>	<b>\$6,026</b>

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


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

### **CONCLUSION**

The FTA Buy America requirements mandate buses must be inspected while in production.

MV:JMS:CV



 <b>OmniTrans</b> Connecting Our Community. STANDARD PURCHASE ORDER AGREEMENT  1700 West Fifth Street San Bernardino CA 92411	<input type="checkbox"/>	New	AMENDMENT NO. 3				Contract Number IPMO11-3
	<input checked="" type="checkbox"/>	Change					
	<input type="checkbox"/>	Cancel					
	Omnitrans Department Integrated Project Management Office			Dept. No. 9030		Project Bus Inspection Services Articulated Coaches	
CONTRACTS MANAGER	Omnitrans Procurement Representative Christine Van Matre			Telephone 909-379-7122		Total Contract Amount \$41,475	
	Contract Type: Purchase Order						
DIRECTOR OF PROCUREMENT		Contract Start Date May 17, 2010	Contract End Date September 30, 2013	Previous Amount \$35,640	Amended Amount \$5,835		

THIS AMENDMENT NO. 3 TO THE ORIGINAL AGREEMENT IS ISSUED to specifically include those certain additional Requirements, Terms, and Conditions, as they are listed in Section 1 of this Amendment, and is entered into in the State of California by and between Omnitrans, a Joint Powers Authority; hereinafter called Omnitrans, and

Name

E F Enterprises

hereinafter  
called

Contractor

Address

14470 Highland Home Road

Banning CA 92220

Telephone

909-730-0313

Federal ID No.

27-0470241

**1. Scope of Changes** - This Amendment No. 3 is further issued to incorporate the following changes into the Contract:

A. Increase contract \$5,835 for additional online inspection services.

**2. Impact on original Agreement:**

A. There is an increase in cost to the contract in the amount of \$5,835 for additional online production inspection services. Payment for services rendered under this Amendment No. 3 will be invoiced consistent with the terms and conditions of the original Agreement.

B. Article 3. "Compensation", page 4 of the original contract, below "Total Estimate for Entire Project", add:

CONTRACT IPMO11-3  
AMENDMENT NO. 3

Amendment No. 1	\$975
Amendment No. 2	\$2,265
Amendment No. 3	\$5,835
Total Contract Amount	\$41,475"

- C. Except where they may have been amended by subsequent Amendments, all original Terms and Conditions of the existing Contract remain in full force and effect. This Amendment No. 3 is an amendment to an existing Agreement between Omnitrans and the Contractor, and all previously operative contract provisions shall apply hereto unless specifically exempted or otherwise previously amended. The amount and time changes indicated herein, if any are allowed, are the maximum agreed to by both Omnitrans and the Contractor for the changes required herein.
- D. In consideration of the foregoing adjustments in contract time and contract sum, the Contractor hereby releases Omnitrans in perpetuity from all claims, demands, or causes of action arising out of the transactions, events, and occurrences giving rise to this Amendment No. 3. This written Amendment is the entire agreement between Owner and Contractor with respect to this Amendment No. 3, exclusively. The cost of the change indicated on the face of this Amendment is the entire amount of the change, and no backup documentation either attached hereto or incorporated herein by reference may reserve the Contractor's right to increase the contract time or the cost of this change for extended overhead or general conditions or any other reason.

**IN WITNESS WHEREOF**, OMNITRANS and the CONTRACTOR have each caused this Amendment No. 3 to Contract IPMO11-3 to be subscribed by its respective duly authorized officers on its respective behalf.

**OMNITRANS**

**E F ENTERPRISES**

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

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

Print Name:

Print Name:

\_\_\_\_\_  
Milo Victoria

\_\_\_\_\_  
Erica Farrar

Print Title:

Print Title:

\_\_\_\_\_  
CEO/General Manager

\_\_\_\_\_  
President

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

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

ITEM #           E9          

**DATE:** April 3, 2013

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

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

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: EXECUTE CHANGE ORDER NO. 3 TO CONTRACT RFP-ITS08-2,  
COPIERS**

**FORM MOTION**

Authorize the CEO/General Manager to execute Change Order No. 3 to increase Contract RFP-ITS08-2, Copiers, with Konica Minolta Business Solutions USA, Inc., of Ramsey, NJ, by an additional \$16,000 plus 3.27% Cost Allocation Plan of \$523, for a new not-to-exceed project total amount of \$212,520, and extend the period of performance through July 31, 2013.

**BACKGROUND & SUMMARY**

On December 5, 2007, the Board of Directors authorized the CEO/General Manager to award Contract RFP-ITS08-2 to Konica Minolta Business Solutions USA, Inc., of Ramsey, NJ, for the lease and maintenance of ten copiers for five years, beginning December 17, 2007, and ending December 16, 2012, in the amount of \$169,954.

Previous change orders added additional equipment and extended the contract to March 27, 2013, bringing the contract total to \$195,065.

Omnitrans' Director of IT is working with each department to reduce paper and downsize our copier needs. Additional time is necessary before the Agency moves forward with procuring its next set of copiers.

Change Order No. 3 extends copier lease and maintenance services through July 31, 2013 for a total not-to-exceed amount of \$16,000. This brings the total not-to-exceed contract value to \$211,065 and a total project cost of \$212,520, including CAP.

### **FUNDING SOURCES**

The cost associated with this procurement is budgeted as follows:

<u>Fund</u>	<u>Year</u>	<u>Grant Number</u>	<u>Amount</u>
FTA	2011	CA-90-Y850	\$13,218
STA	2011	11-03-OMN-B	\$3,305
Total:			\$16,523

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

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

### **CONCLUSION**

This change order is necessary to continue meeting the Agency's current copier needs while allowing additional time for the Agency to review and determine its future copier needs.

MV:JMS:CV

CONTRACT CHANGE ORDER NO. 3 TO  
CONTRACT NO. RFP-ITS08-2

BETWEEN

OMNITRANS

AND

KONICA MINOLTA BUSINESS SOLUTIONS, INC.

*Copiers – Lease and Maintenance*

This Contract Change Order No. 3, effective \_\_\_\_\_, 2013 is entered into by and between Omnitrans (hereinafter called “Omnitrans”) and Konica Minolta Business Solutions, Inc. (hereinafter called “Contractor”).

RECITALS

WHEREAS:

- I. Omnitrans and Contractor have entered into Contract No. RFP-ITS08-2 on December 17, 2007; and
- II. Omnitrans and Contractor hereby agree to amend the Contract under Change Order No. 3 to extend copier lease and maintenance services to July 31, 2013, and to increase the contract amount by \$16,000 for a new not-to-exceed amount of \$211,065.

NOW THEREFORE, OMNITRANS and CONTRACTOR hereby amend their Contract as follows:

- I. Section 3.0, Subsection 6, DURATION OF CONTRACT, page 48, delete in its entirety and replace with:  
  
“The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through July 31, 2013, or pursuant to the provisions of this Agreement, or unless earlier terminated pursuant to Section 2.0, Subsection 34, TERMINATION, page 37 of this Agreement.”
- II. Increase the contract amount by \$16,000 for a new not-to-exceed total contract amount of \$211,065.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 3, effective as of the day and year first therein above written.

OMNITRANS

KONICA MINOLTA BUSINESS SOLUTIONS,  
INC.

---

Milo Victoria  
CEO/General Manager

---

Linda Turner  
Branch Manager

CM\_\_\_\_\_

DP\_\_\_\_\_

ITEM # E10

**DATE:** April 3, 2013

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

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

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD OF CONTRACT PRC13-40A, PRC13-40B, AND  
PRC13-40C HYDRAULIC OIL, SYNTHETIC AUTOMATIC  
TRANSMISSION FLUID (ATF) AND RED I GREASE**

### **FORM MOTION**

Authorize the CEO/General Manager to award Contract PRC13-40A to Merit Oil Company of Bloomington, CA; Contract PRC13-40B to R.E. Goodspeed and Sons Distributing, Inc. of Hesperia, CA; and PRC13-40C to The SoCo Group, Inc. of Perris, CA, for the provision of supplying Omnitrans with Hydraulic Oil, Synthetic ATF or Red I Grease for a base period beginning July 1, 2013, and ending no later than July 31, 2015, in the aggregate not-to-exceed amount of \$38,000, and the authority to exercise three one-year options to extend the contracts to no later than July 31, 2018, in the amount of \$19,000 for each of the three options years, totaling \$57,000 for the option years, and a five year not-to-exceed amount of \$95,000.

### **BACKGROUND & SUMMARY**

On December 18, 2012, staff issued a Request for Quotes (RFQ-PRC13-40) for Hydraulic Oil, Synthetic Automatic Transmission Fluid (ATF) and Red I Grease on Omnitrans' online bidding system, which was distributed to eighteen (18) registered firms.

Oil companies no longer honor fixed pricing. As a result, the RFQ was designed to meet the fluctuating market pricing by allowing each bidder to bid a fixed margin (profit/discount) and delivery charge by product. A copy of an invoice or statement from the awarded firms was used to establish a margin the firm cannot exceed for the contract duration. A supplier pool has been established per product. The lowest priced bidder at each quarterly interval will provide that product to Omnitrans for that quarter. Prices bid shall remain fixed for quarterly intervals beginning, and re-quoted the first business day of July, October, January, and April every year of the contract period.

Eight bids were received on January 31, 2013. Three were found to be responsible and responsive.

Award recommendations are based upon the lowest per-gallon price, which includes fixed delivery charge and fixed margin for each commodity.

Bidders quoted per-gallon pricing as listed below:

	<b>Bulk per Gallon</b>	<b>Other Charges (8.25% Tax)</b>	<b>CA Oil Recycling Tax (per Gallon)</b>	<b>Total Per Gallon</b>	<b>Drum Charges, if applicable</b>	<b>Margins</b>
<b>Hydraulic Oil</b>						
Merit Oil	\$6.02	.50		\$6.52	\$25.00	.70 per gal.
R.E. Goodspeed	\$7.92	.65		\$8.57	\$15.50	1.48 per gal.
The SoCo Group	\$7.55	.62		\$8.17	\$25.00	.92 per gal.
<b>Synthetic ATF</b>						
Merit Oil	\$23.89	1.97	.26	\$26.12	\$25.00	.70 per gal.
R.E. Goodspeed	\$36.70	3.02	.26	\$39.98	\$15.50	3.59 per gal
<b>Red I Grease</b>						
Merit Oil	\$15.16	1.25		\$16.41	\$25.00	.17 per lb.
R.E. Goodspeed	\$17.82	1.47		\$19.29	\$15.50	.44 per lb.

As Merit Oil, R.E. Goodspeed and The SoCo Group quoted the lowest responsive and responsible bid for Hydraulic Oil, staff recommends these firms for contract award. Merit Oil and R.E. Goodspeed were found to be responsive with regard to Synthetic ATF and Red I Grease as well, and therefore staff recommends contract award for those products. The SoCo Group did not submit timely requests for approved equals for the Synthetic ATF and Red I Grease in accordance with our bidding requirements.

The initial contracts will be for \$13,000 for Merit Oil and R.E. Goodspeed and \$7,000 for The SoCo Group. The CEO/General Manager will execute amendments to increase the dollar value, as required, not to exceed the aggregate amounts approved for the base period and option years.



### **FUNDING SOURCE**

The required services will be budgeted in the Maintenance Department's Operating Budget for Fiscal Year 2014.

Department	1200
Expenditure Codes	50412
	50413

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

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

### **CONCLUSION**

If the contracts for Hydraulic Oil, Synthetic ATF and Red I Grease are not approved, Omnitrans suppliers for lubricants will not be held to a set margin for price increases.

MV:JS:aa



Actual contract is available upon request.

## CONTRACT AGREEMENT

between

CONTRACTOR

**CONTRACT DOCUMENTS**

(hereinafter "CONTRACTOR")

Telephone:

Fax:

Email:

**CONTRACT NO.**

**PRC13-40**

**Hydraulic Oil, Synthetic Automatic  
Transmission Fluid (ATF) and Red I  
Grease**

And

Contract Amount: \$\_\_\_\_\_

OmniTrans

1700 West Fifth Street

San Bernardino, CA 92411

(hereinafter "OMNITRANS")

OmniTrans Project Manager:

Name:

Title:

Telephone:

Fax:

Email:

Contract Administrator:

Name:

Title:

Telephone:

Fax:

Email:



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This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between Omnitrans (hereinafter referred to as "OMNITRANS") and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR").

## **RECITALS**

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

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

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

### **1. SCOPE OF WORK**

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

### **2. PERIOD OF PERFORMANCE**

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through July 31, 2014, unless terminated as specified in Section 8 or 9 of this Agreement. Omnitrans reserves the right at its sole discretion to exercise a total of three (3) one-year options with no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

### 3. CONTRACT SUM

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a PER GALLON PRICE basis at the fully burdened fixed rates shown in Attachment B, Rates, plus reimbursement of any direct costs agreed to in accordance with the provisions of this Section, and subject to the maximum cumulative payment obligation.

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

### 4. INVOICING AND PAYMENT

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

CONTRACTOR shall submit invoices in duplicate to:

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

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

- Contract number and Purchase Order number
  - Detailed description of product delivered and number of gallons
  - Time period covered by the invoice
  - Amount of payment requested
  - Information as requested by OMNITRANS
- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

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

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS,

CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

## **5. AUDIT AND INSPECTION OF RECORDS**

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

## **6. NOTIFICATION**

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

To OMNITRANS:

To CONTRACTOR:

## **7. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES**

### **A. OMNITRANS' Project Manager**

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

Project Manager:

- a. OMNITRANS has the final approval in all matters relating to or affecting the Work. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to

bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.

- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
  - 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
  - 2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
  - 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

**B. Contractor's Key Personnel**

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

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

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

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall



not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

## **8. TERMINATION FOR CONVENIENCE**

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

## **9. TERMINATION FOR BREACH OF AGREEMENT**

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

- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 10. ASSIGNMENT

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

## 11. SUBCONTRACTING

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

Subcontractor's Name and Address	Work to Be Performed
<hr/>	<hr/>
<hr/>	<hr/>
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## 12. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to OMNITRANS in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of OMNITRANS. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

## 13. INSURANCE

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

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

Additional Insured:

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

## 14. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs

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

## **15. REVISIONS IN SCOPE OF WORK**

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

## **16. RIGHTS IN TECHNICAL DATA**

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

## **17. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

## **18. OWNERSHIP RIGHTS**

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

## **19. WORK FOR HIRE**

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

## **20. SUBMITTAL OF CLAIMS BY CONTRACTOR**

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

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

## **21. EQUAL OPPORTUNITY**

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

## **22. STANDARD OF PERFORMANCE**

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

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

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

**24. DISQUALIFYING POLITICAL CONTRIBUTIONS**

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

**25. COMPLIANCE WITH LAW**

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

**26. COMPLIANCE WITH LOBBYING POLICIES**

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



## **27. PUBLIC RECORDS ACT**

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## **28. WAIVER/INVALIDITY**

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

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

## **29. FORCE MAJEURE**

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

### **30. CONFIDENTIALITY**

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

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

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

### **32. GOVERNING LAW**

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

### **33. MODIFICATIONS TO AGREEMENT**

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives

authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

**34. PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A, Scope of Work, (3) Attachment B, Rates (4) provisions of RFQ No. PRC13-40 and (5) CONTRACTOR's proposal dated \_\_\_\_\_.

**35. ENTIRE AGREEMENT**

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

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

OMNITRANS

\_\_\_\_\_  
MILO VICTORIA  
CEO/GENERAL MANAGER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Federal Tax I.D. No. \_\_\_\_\_

DP \_\_\_\_\_  
CM \_\_\_\_\_

**RESOLUTION NO. 264-13****A RESOLUTION AUTHORIZING THE CEO/GENERAL MANAGER TO EXECUTE AND COMPLETE THE FILING OF APPLICATION AND REQUESTS FOR REIMBURSEMENTS FOR THE GOVERNOR'S OFFICE OF HOMELAND SECURITY FISCAL YEAR 2011-2012 AND FISCAL YEAR 2012-2013 CALIFORNIA TRANSIT SECURITY GRANT PROGRAM FUNDING – (CTSGP)**

WHEREAS, Omnitrans is a public entity established under the laws of the State of California for the purpose of providing transportation services in the County of San Bernardino who desires to apply for and obtain funding for transit security purposes.

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006, approved by the voters as Proposition 1B at the November 07, 2006 general election, authorizes the issuance of nineteen billion nine hundred twenty five million dollars (\$19,925,000,000) in general obligation bonds for specified purposes, including grants for transit system safety, security and disaster response projects.

WHEREAS, Resolution No. 264-13 would authorize filing application with and requesting reimbursements from the California Office of Homeland Security (OHS) and would satisfy grant application requirements for the Fiscal Year 2012 and Fiscal Year 2013 Transit Security Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE OMNITRANS BOARD OF DIRECTORS: that **Omnitrans' CEO/General Manager** or his/her designee is authorized to execute and file applications for the federal Department of Homeland Security and subgranted through the State of California, Office of Homeland Security.

**CERTIFICATION**

The undersigned duly qualified CEO/General Manager acting on behalf of Omnitrans certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Omnitrans Board of Directors held on this 3rd day of April 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

---

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

The foregoing resolution is hereby approved this 3rd day of April 2013.

---

Dick Riddell  
Chair, Omnitrans Board of Directors

Approved as to form:

---

Carol Greene  
Counsel for Omnitrans

## RESOLUTION NO. 265-13

**A RESOLUTION AUTHORIZING THE CEO/GENERAL MANAGER TO SUBMIT A PROGRAM EXPENDITURE PLAN, COMPLETE THE FILING OF APPLICATION AND REQUESTS FOR REIMBURSEMENTS FROM THE PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT PROGRAM (PTMISEA) BOND ACT OF 2006.**

WHEREAS, Omnitrans is a public entity established under the laws of the State of California for the purpose of providing transportation services in the County of San Bernardino who desires to apply for and obtain funding for transit security purposes.

WHEREAS, the Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) was created by Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. Of the \$19.925 billion available to Transportation, \$3.6 billion dollars was allocated to PTMISEA to be available to transit operators over a ten-year period. PTMISEA funds may be used for transit rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements, or rolling stock (buses and rail cars) procurement, rehabilitation or replacement.

WHEREAS, Resolution No. 265-13 would authorize Omnitrans to submit a Program Expenditure Plan for all allocated PTMISEA funds, file necessary applications and request reimbursements from the California Department of Transportation (Caltrans).

NOW, THEREFORE, BE IT RESOLVED BY THE OMNITRANS BOARD OF DIRECTORS: that **Omnitrans' CEO/General Manager** or his/her designee is authorized to submit Program Expenditure Plan, execute and file applications and request reimbursements from the California Department of Transportation (Caltrans).

## CERTIFICATION

The undersigned duly qualified CEO/General Manager acting on behalf of Omnitrans certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Omnitrans Board of Directors held on this 3rd day of April 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

---

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

The foregoing resolution is hereby approved this 3rd day of April 2013.

---

Dick Riddell  
Chair, Omnitrans Board of Directors

Approved as to form:

---

Carol Greene  
Counsel for Omnitrans



## Other Saturday, January 26, 2013

ITEM # E13

### REDLANDS-LOMA LINDA PATCH Work for sbX BRT Project Set for Coming Week

The sbX BRT is express service bus line under construction in the Inland Empire.

- By Patch Staff, January 26, 2013



Organizers of the controversial sbX BRT Project have put out the construction schedule for the week of Jan. 28 and they again include a few streets through Loma Linda and San Bernardino's Hospitality Lane that are normally very busy.

The sbX BRT is express service bus line under construction in the Inland Empire. It is billed by Omnitrans as the beginning of an intermodal public transit system in the San Bernardino Valley that will help reduce vehicle congestion while providing the public an environmentally friendly alternative that is sophisticated, cost effective, and time efficient.

The 15.7-mile corridor spans between northern San Bernardino and Loma Linda. It will include 16 art-inspired stations at key university, government, business, entertainment and medical centers as well as four park-and-ride facilities, Omnitrans officials said.

#### Planned Construction:

##### Kendall Drive and Palm Avenue Park-and-Ride-Facility

- Parameters: South of Kendall Drive and Palm Avenue intersection
- Days: Mon. - Fri. from 7 a.m. to 4 p.m. daily
- Specifics: Irrigation and landscape
- LANE CLOSURE: No traffic control in effect.

##### Marshall Boulevard Park-and-Ride Facility

- Parameters: Northwest and northeast corners of E Street and Marshall Boulevard
- Day Work: Mon. - Fri. 7 a.m. to 4 p.m. daily
- Specifics: N/A
- LANE CLOSURE: No traffic control in effect

#### E Street

- Parameters: Select locations between Highland Avenue and Hospitality Lane
- Day Work: Mon. - Fri. 7 a.m. to 4 p.m. daily
- Night Work: Mon. - Fri. from 9 p.m. to 7 a.m. nightly
- Specifics: Fine grading and sidewalk ramps between 2nd Street and Church; Street light activities; Electrical activities
- LANE CLOSURE: Traffic control in some areas along E Street between Highland Avenue and Hospitality Lane. Hospitality Lane

- Parameters: Select locations between E Street and Tippecanoe Avenue
- Night Work: Mon. - Fri. from 10 p.m. to 7 a.m.
- Intermittent Day Work
- Specifics: Grading on south side; Curb and gutter concrete pouring; Irrigation activities; Electrical activities (potholing, conduit, foundations); Street light activities; Landscape activities
- LANE CLOSURE: Traffic control in effect in some locations along Hospitality Lane between E Street and Tippecanoe Avenue

#### San Bernardino Bus Station Locations

- Parameters: Little Mountain Drive, Shandin Hills Drive, Marshall Boulevard, Highland Avenue, Baseline Street
- Day Work: Mon. - Fri. 7 a.m. to 4 p.m. daily
- Night Work: Mon. - Fri. from 9 p.m. to 7 a.m. nightly
- Specifics: Rebar placement and wall work at Marshall West; Curb removal, grading and utilities at Highland West; Steel work at Rialto station
- LANE CLOSURE: Traffic control in effect at some locations

#### Loma Linda Bus Station Locations

- Parameters: Anderson Street/ Redlands Boulevard, Anderson Street/ Prospect Avenue, Benton Street/ Barton Road
- Day Work: Mon. - Fri. from 7 a.m. to 4 p.m. daily
- Specifics: Surveying activities; Utility work; Grading, excavation and utilities at Anderson/Redlands East; Rebar placement and pouring of concrete slab at Anderson/Prospect East and West and Benton/Barton
- LANE CLOSURE: Some parking removed along Anderson Street, Benton Street and Barton Road

## Other

### Thursday, January 31, 2013



Thursday, January 31, 2013

## Complete Maps for California Rail and Bus Transit

*Patriot citizens offer big, yet inexpensive lessons for government transportation agencies. As gas prices go up, we can use complete transit agency system maps.*



A group of transit patriots from all over the state teamed up and produced what the government has not: A [state-wide transit map](#) linking major California destinations via rail and major connecting buses. The actual map was produced and released last November.

However, the map inspired The Atlantic Media Company, a group exploring innovative ideas, to contact the map developer Alfred Twu and see if it was possible to travel from the Mexico border all the way up into Oregon by [only riding public transportation trains and buses](#). Although the map illustrates Amtrak train routes and major private sector inter-city connectors, the itinerary would exclude these modes.

Twu concluded that such a trip was impractical, but certainly possible: From the southern border crossing at San Ysidro, take the San Diego Trolley to downtown San Diego, connect to the NCTD Coaster, and then transfer to Metrolink at Oceanside. From there, ride Metrolink through Los Angeles Union Station to Lancaster. After that, take some [Eastern Sierra Transit Authority](#) buses up US Route 395 to Reno. From Reno, take the [Sage Stage](#) bus system into Oregon. According to The Atlantic Media Company, the journey would take over 32 hours, span 480 miles, and cost \$41.25. Not to worry, there's a selection of private sector inter-city lines available as a speedy alternative according to Twu's map, yet there are still several transit gaps. The Transit Coalition, for example, continues to advocate for public agencies to clear the way for private carriers to serve the Los Angeles-to-San Diego inland corridor via the I-15 Freeway.

Public transportation agencies also have much to learn from this mapping project. As prices at the gas pump rise, so too will be a surge in the number of people switching to public transportation. The riding public will need agency system transit maps that are complete with both agency-operated and connecting inter-agency routes. By including these routes on their system maps, transit agencies could better educate riders of available routes and thus improve the productivity of their systems at minimal cost. For instance, one would never know that an Omnitrans express bus between Riverside and San Bernardino existed just by looking at [this RTA system map](#). Likewise, how would a San Bernardino County bus rider headed from Ontario to Corona know where to transfer to RTA buses based on the [Omnitrans system map](#) alone? OCTA's map leaves this important question: [Where's the Metro Line 460 connection](#) into Los Angeles? A resident who lives in Santa Ana and works in LA would more likely travel by bus if he saw Line 460, an all-day local-plus-express hybrid route, on his local agency's bus route map.

In contrast, Foothill Transit smartly illustrates not only its agency-operated lines, but all other connecting inter-agency routes on its [system map](#), thus making bus trip planning in the San Gabriel Valley more efficient. [Los Angeles Metro does likewise](#). Public transit agencies throughout Southern California should therefore make it a standard practice to include connecting inter-agency routes on their official system maps. Twu's state-wide map clearly shows the public benefit and with gas prices once again going through the roof, the public needs to be made more aware of their travel options without having to refer to several maps of multiple transit operators.

**Other**  
**Thursday, January 31, 2013**

**CBS Los Angeles**

**3 Injured When Bus, Car Collide In Montclair**

January 31, 2013 3:09 PM

**MONTCLAIR (CBSLA.com)** — Two passengers and a driver were injured Thursday when a bus collided with a vehicle in Montclair.

The crash occurred at the intersection of San Bernardino Street and Fremont Avenue around 11:19 a.m., according to Wendy Williams of Omnitrans, which provides public transportation for western San Bernardino County.

The two-vehicle accident reportedly came after a car ran through a red light and collided with the bus, Williams said.

The bus then collided with a Southern California Edison pole. It is unknown whether the collision caused any power outages.

Three people in all were treated for non-life-threatening injuries, Williams said.

None of the six bus passengers suffered serious injuries.



**Press Enterprise**  
**Thursday, January 31, 2013**

**THE PRESS-ENTERPRISE**

**MONTCLAIR: 4 hurt when Omnitrans bus, car collide**

BY RICHARD BROOKS  
STAFF WRITER

Published: January 31, 2013, 04:53 PM

An Omnitrans bus and a car crashed in Montclair, sending four persons to the hospital with apparently minor injuries, police say.

The wreck was reported at 11:18 a.m. Thursday, Jan. 31, at San Bernardino Street and Fremont Avenue.

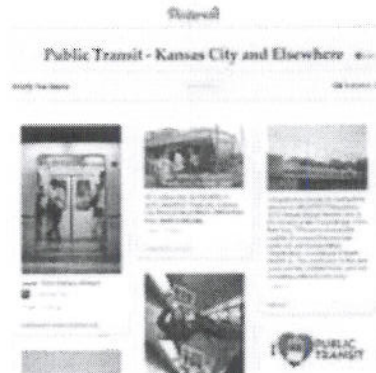
The westbound bus carrying six passengers and a driver collided with a northbound Ford Taurus occupied by only its driver, police said based on their preliminary investigation. The woman driving the car and three bus passengers were taken to the hospital.

Police are trying to determine who ran the red light.

## TRANSIT WIRE

### Is Pinterest the next big social network for transit?

by SUSAN on FEBRUARY 4, 2013



The General Services Administration reached a terms-of-service agreement with social media platform Pinterest, which clears the way for federal agencies to use the platform. For the uninitiated, Pinterest is a web-based curation site that lets users post and share images on "pinboards" organized by themes or interests.

"On Pinterest, the irreducible element is a picture, and any agency that has visual assets is going to benefit significantly," said Gadi Ben-Yehuda, innovation and social media director at the IBM Center for the Business of Government, in ECW. "There really isn't a limit to the possibilities," he added. "If you're the National Park Service, you could create a pinboard for every park and take a picture of every kind of tree there, or if you're the United States Department of Agriculture, you could pinboard healthy dishes."

In Government Executive, Ben-Yehuda goes on to speculate about the potential for interesting and engaging content on 10 federal Pinterest boards. For the U.S. Department of Transportation he writes, "There are actually quite a few interesting Pinboards the DoT could produce including railcars, bridges (yes, even of Madison County), and even air control towers."

USDOT already has a Pinterest board, with pins related to the modal administrations, although the boards are not well populated. But here's how some transit agencies have been using Pinterest.

- The Kansas City Area Transportation Authority (MO) has pinboards devoted to everything from celebrities on transit to KC ATA vehicles.
- Omnitrans (CA) uses Pinterest to highlight vintage transit ads, profile agency employees, and share photos of transit jewelry and accessories.
- Capital Metro (TX) pins photos that describe its services and community activities, while one board displays rider-submitted photos.

Pinterest is a fast-growing social network, but it's still pretty new for government and transit. And while it can help an agency build its brand and identity, Pinterest does not lend itself to one-on-one conversations or time-sensitive information. Time will tell whether more agencies jump on board or stick with the more familiar social networks like Facebook, Twitter, and YouTube.



## Omnitrans Launches "NexTrip" Real-Time Arrival Technology for Text, Call and Web Devices

*Bus arrival information by text, web or phone*

**San Bernardino, CA** — Wonder when the next bus is due to arrive at your bus stop? Up-to-the-minute, accurate answers are at your fingertips with Omnitrans' new NexTrip technology! Now you can text, click or call to access real-time information.

Riders can access NexTrip real-time bus information via mobile web browser, desktop computer, SMS/text, or calling 1-800-9-OMNIBUS and selecting the NexTrip option. Online, customers can view buses and stops on a route map with real-time tracking. They even can sign up for automatic alerts, such as notification when the bus is five minutes away! Omnitrans CEO/General Manager Milo Victoria was instrumental in bringing the new technology to Omnitrans. "We introduced this in D. C., while I was at the Washington Metropolitan Area Transit Authority, and our riders absolutely loved it. So, I promised our Board we would implement it at Omnitrans," he said. To use NexTrip, customers simply provide their bus stop location information by bus route, direction and intersection or an Omnitrans bus stop number, located on all bus stop



signs. GPS-enabled phones can automatically provide information for the closest bus stop. Omnitrans will install new signs with complete NexTrip contact information in mid-2013. The signs will feature a QR code riders can scan, providing yet another option to access arrival times.

A small group of Omnitrans customers tested the system in early January and gave NexTrip rave reviews. "I like knowing almost exactly when the next bus was coming to my stop," said hospice volunteer Krystal Wheeler of San Bernardino. "The text system is very easy to use. It helps me pace my walk after work so I'm not spending a lot of time standing around at the stop," said Chaffey College student Marcus Garcia of Chino Hills.

In 2014, Omnitrans will roll out NexTrip electronic message signs on all 23 station platforms on the agency's sbX bus rapid transit line, now under construction in San Bernardino and Loma Linda. Real-time information signs will be added to major transfer centers in the Omnitrans system as well.

The NexTrip system uses Global Positioning System (GPS) tracking satellites and advanced computer modeling developed by Nextbus, Inc. of Emeryville, California to provide accurate arrival information for all 2,500 bus stops in the Omnitrans fixed route bus system. Taking into account the actual location of the buses, their intended stops, and the typical traffic patterns, NexTrip estimates arrivals with a high degree of accuracy.

**Daily Bulletin**  
**Thursday, February 07, 2013**

## **INLAND VALLEY DAILY BULLETIN**

### **Norton-Perry appointed director of Orange County planning agency**

Staff Report Posted: 02/07/2013

ORANGE - The Orange County Council of Governments Board of Directors unanimously approved the appointment of Gwenn Norton-Perry as its executive director.

Norton-Perry was Chino Hill's first mayor and a former council member.

"I am proud of the accomplishments OCCOG has achieved over the years," said Cypress Mills, chairperson.

"Gwenn brings a wealth of experience to this leadership position and the entire board looks forward to working with Gwenn as OCCOG moves confidently toward the future."

Norton-Perry has more than 30 years' professional experience in government affairs, client development and marketing, primarily for the architecture/ engineering/construction industry. She also has an extensive background in public policy and the development of collaborative relationships with elected officials and stakeholders.

Additionally, she served as the founding mayor for Chino Hills when it was incorporated in 1991 and remained on the City Council until December when she announced her intent to not seek re-election.

Norton-Perry is also a former member of the Board of Directors for San Bernardino Associated Governments and Omnitrans as well as a member of the Regional Council for the Southern California Association of Governments.

She was also a multiple past chairperson of the Mobile Source Air Pollution Reduction Review Committee, the AB2766 implementation committee of the South Coast Air Quality Management District.

Norton-Perry was also a founding member of the Four Corners Transportation Committee and Four Corners Coalition, serving as chairperson until her retirement from office.

Her appointment was made at OCCOG's Jan. 24 meeting.

OCCOG is a joint powers agency comprised of a voluntary association of member local governments and agencies in Orange County.

It was established to serve as a subregional organization to SCAG on mandated and non-mandated regional planning activities and to conduct studies and projects designed to coordinate common governmental responsibilities and services on a regional basis.

OCCOG is comprised of 39 local jurisdictions and agencies as well as ex-officio members.

Member agencies include 33 cities, the County of Orange, the transportation Corridor Agencies, Orange County Transportation Authority and Orange County special districts.



# **Daily Bulletin**

## **Friday, February 08, 2013**

INLAND VALLEY

## **Daily Bulletin**

### **Enter to win a \$25 restaurant gift card**

Omnitrans sbX is hosting a contest this month to give away \$25 gift cards to Hospitality Lane restaurants (which just happen to be along the future bus rapid transit corridor).

Every Friday this month, Omnitrans will give away a gift card to either Lotus Garden or Bagels and Stuff.

Head to the Dine 909 blog for a link to enter.

**Visit the Dine 909 blog**



# Highland Community News

## Thursday, February 14, 2013

### HIGHLAND COMMUNITY NEWS

#### James Ramos headlines at Kiwanis, becomes honorary Club member



Highland Community News photo by Charles Roberts - James Ramos spoke at last Thursday's Kiwanis Club of Highland meeting

By Anne Viricel, Reporter  
Highland Community News

Published Thursday, February 14, 2013 6:17 PM PST

Supervisor James Ramos was the featured presenter at the Kiwanis Club of Highland's Feb. 7 meeting drawing a crowd of Club members, law enforcement, and locals interested in hearing the new elected's take on his first two months in office.

"It's only been 60-something days," began Ramos, "but there are already so many issues we have dealt with."

These issues included the appointment of new San Bernardino County Sheriff-Coroner John McMann which Ramos believed was "the right decision."

He and his staff have also been getting engaged in county matters including infrastructure, transportation, and energy issues.

"From this vantage, you're able to see how the whole infrastructure works together," said Ramos, adding. One area I support is the rail to Redlands project underway with the SBX. This is a tremendous business opportunity for the east end. We already have ESRI and the University of Redlands buying property along the line. This might also be a driving force for things to start happening at the old Norton Air Force Base."

He also spoke about the Omnitrans Board.

"They will have a live bus location app that sends riders a signal to say where the bus is improving both convenience and safety," he said.

Ramos spoke about his participation on commissions, including LAFCO and County Behavioral Health, saying he

was looking forward to being a voice for the community.

"Mental health issues must be addressed early on. Otherwise, we're in continuous suppression mode. We don't want to wait and have an issue become a headline," he said.

Ramos also spoke about the court closures which began during his first 60 days sharing that he had written to the presiding judge asking how the process could be more effective.

"We met in late January with other concerned individuals to discuss this. The court funding, which comes from the state, has been too slow for 12 years, not increasing in all that time... Yet the judge said he'd never been approached on the subject," said Ramos.

Ramos shared that he had advocated for court closures to be elevated on new chair Janice Rutherford's priority list.

"The closures mean the other courts will overflow which is of great concern," said Ramos. "But now it's the first study session that will take place."

The scheduled study sessions for prioritized items will, according to Ramos, allow the Board of Supervisors to bring ideas together and seek to achieve consensus on matters of regional importance. He believes the current Board members are all willing to work together, something which was not always the case.

"If the Board had worked together four or five years ago, we might not have been in this position today," said Ramos. "But as it is," he laughed, "we've been 65 days without a single negative headline."

Two of the most valuable synergies being formed, explained Ramos, are the move toward more regional planning as a pathway to business growth and partnerships with the school systems.

"We need to get people engaged locally. We can do this by making sure zoning is compatible from city to city. As Highland grows, for instance, there needs to be reasonable foresight," he said.

To that end, said Ramos, we need to stress the type of industries that have been successful in the local area.

"Since 2008, the medical industry has grown locally. There are not only medical jobs, but many peripheral and logistical jobs that tie to that industry. We have to create more jobs for educated people here," said Ramos.

Another of his commission responsibilities, the Supervisor explained, was First Five which addresses the needs of children.

"Here's another example of where the five supervisors are willing to work together. When the county succeeds, the districts succeed," said Ramos.

Ramos also shared that on Feb. 26, the Supervisors will meet to discuss a video conference center in Joshua Tree in order to allow members in the Morongo Basin to be represented in Third District meetings.

"The county is both wide and diverse," said Ramos. "But the Morongo Basin is an area where people haul water to their homes and where there are often no street signs. We have to represent all the people in the county."

He also shared that the Board had agreed to move the meetings to various locations throughout the county and to visit their colleague's districts.

"That alone shows the workability of the Board and I believe the beginning of a new era of Supervisors working together to move the County forward," said Ramos.

One of their major challenges, he stated, was the San Bernardino Airport.

"I believe what has to happen is we have to look at what's been stable and building versus continually pushing an unrealistic vision," he began. "We have to support what the economy has been dictating. We cannot neglect what the economy has grown naturally. We must solidify these things. For instance, the warehouses are creating jobs. We have Fortune 500 companies out there and no one publicizes that. We need to let people know what we have that's really working."

Ramos, the lone County delegate on the San Bernardino Airport Authority Board, also highlighted the transportation issues potentially arising from the warehouse expansions saying, "We will need lanes to move the diesels quickly to the freeway so they're not affecting families. The airport as a hub for trucking makes sense. We have the ability to become a destination for cargo."

He also spoke about the possible widening of the interstate.

"I have personal knowledge of that bottleneck," joked Ramos. "The freeway wasn't designed for the growth of the community and this reinforces the concept that growth must be regional."

He added that he recognized the constraints and assumed it was a phased growth plan that did include widening through Highland.

Ramos was made an honorary member of the Kiwanis Club of Highland and was presented with a plaque by Club President Rose Narcisse.

"I support the work of the Kiwanis and am very proud to be a member," he said, adding his commitment to being an accessible local representative.

"If you ever want to know what I'm working on, you can check my website or call me at my office," he said, adding, "Three of my staff live here in Highland so we'll always be up to date."



## ***Day After Thanksgiving Trip Part 1***

By Charles Hobbs & Andrew Novak  
(editing by Dana Gabbard)

Given our meet-up at Union Station was at 7:00 AM it is no wonder Andrew reports when he left home Downey was covered in a thick blanket of fog which finally broke as he exited the freeway in downtown Los Angeles. By 7:25 AM we made our way over to the train platform and boarded Metrolink Train 302, coach 171, (6 car train with F59 872 for power) for San Bernardino. At this point there were five participants (Andrew Novak, Dana Gabbard, Charles Powell, Ken Ruben and Dave Snowden). We arrived at Montclair a few minutes late and ended up missing the first bus of the trip (partly thanks to the loooong underpass) so Andrew as the trip planner (assisted by Charles Powell) set about working on an alternate trip.



At Montclair Charles Hobbs and Robert Meiner joined us so now there were seven in our group. While waiting, we chatted with the station's security guard, who seemed genuinely interested in our trip. Our first bus of the revised trip was Omnitrans New Flyer 1233 on Line 65. Upon boarding we bought day passes and settled in for our trip from Montclair via Central Boulevard to Chino and Chino Hills. Central Boulevard is a busy

commercial street, mostly strip shopping centers and such. Ridership (other than SO.CA.TA members) was very light, although at least one wheelchair boarded along the way. At Holt Ave we saw one of the brand new Omnitrans New Flyer Xcelsior buses, 1262, on Line 61. We hoped to actually get to ride one this trip, but no such luck. Also along the way Mark Strickert joined the trip at the Chino Transit Center and we now numbered eight.

We exited near the Shoppes at Chino Hills and after a short wait our next bus came to the stop we were at -- a small Ford Cutaway 863 on OmniGo Line 365. One passenger, in a wheelchair, debarked and immediately began aggressively panhandling us. The group (mostly) ignored him and boarded. There was one other passenger on the bus and after she alighted our group members were the only ones on the bus for nearly the entire trip. We rode up to the north end of the line and then back to the Chino Transit Center, passing many of the local attractions in Chino Hills and Chino. Since this was a cutaway we had a chance to chat with the driver about what ridership was like on this line. Also the driver told us that the usual bus was being serviced.

*(Continued on Page 9)*



### Omnitrans

In January Omnitrans launched NexTrip, a new program that allows passengers to call, text, or go on-line to receive real-time information on bus arrivals at any given bus stop. The technology uses Global Positioning System (GPS) tracking satellites and technology developed by Nextbus, Inc. to provide information for all the stops in the Omnitrans fixed route system. New signs have been added to the bus stops showing the options for how to use the new system. NexTrip can be accessed on-line at: <http://www.omnitrans.org/nextrip/>



### San Diego MTS

Effective January 27<sup>th</sup>, San Diego MTS made the following service changes:

Route 10: Weekday frequency has been increased to every 12 minutes toward Old Town in the morning and toward City Heights in the afternoon.  
Route 13: Saturday frequency has been increased to every 20 minutes.  
Route 20: On Saturdays, trips that begin or end at Fashion Valley or Kearny Mesa have been extended to Mira Mesa creating 30 minute service to and from Mira Mesa most of the day.  
Route 41: Weekday frequency has been increased to every 7-8 minutes on school days between Balboa Avenue and UCSD. This increase is toward campus in the morning and away from campus in the afternoon.

Route 709: Adjustments made to tripper service between H Street Trolley and Southwestern College.

Routes 820 and 860: Service has been added as a mitigation for Sabre Springs/Penasquitos Transit Station construction.

Route 856: Service between College Grove and Cuyamaca College on Sundays has been restored with hourly service.

Route 864: Sunday service to Alpine has been restored. Route 864X will operate between El Cajon Transit Center and East County Square via Interstate 8. 864X service between County Square, Alpine, and Viejas uses the regular routing via Old Highway 80. Regular route 864 will continue to operate on Sundays between El Cajon Transit Center and East Main Street/Broadway via Madison Avenue in addition to Route 864X.

Route 894: Now has four weekday round-trips.

Route 901: On Sunday afternoon service has been increased to every 60 minutes.

Route 904: Sunday service has been restored with an hourly frequency.

Route 905: Service has been increased to every 30 minutes during midday weekdays and on Saturdays.

Route 955: Saturday service increased to every 20 minutes.

Blue/Green Lines: Sunday morning service increased to every 15 minutes. 🚌



The driver reminded us that the stop for the Foothill Line 291 to Pomona is on Riverside Drive. This OmniGo route is mostly rural, with older houses, large fields, and the occasional small business. And we even passed a barbecue shack at one point that the driver said is highly regarded. We looped back along Chino Avenue and at the freeway were obliged to swipe our day passes again. After a short layover next to a golf course, we continued back along the route via Peyton to the Chino Hills Parkway.

Line 365 negotiated several narrow residential streets, passing the Los Serranos Country Club along the way. For many years (since the beginning of Omnitrans in 1976) this route had been part of the Central Avenue Line 65. The driver, a talkative fellow, informed us that, after years of complaints about the big buses on these streets, Omnitrans had developed the small-bus-operated Line 365 to serve this area. On the way back to Chino, we passed the California Institute for Men (we could see the prisoners taking their exercise in the yard) and the Chino campus of Chaffey College.

Back at the Chino Transit Center we had a few minutes to wait for our next bus and explored the environs. Besides a water fountain and shelters it had a brass plaque honoring Manuel Martinez, whose "Chino Bus Lines" shuttled passengers between a rural Chino, and Pomona, the nearest "big" city, during the 50's and 60's. Andy reminisced about having been at the Center once before back in 2005 on a weekday trip to ride Foothill Transit Line 497 which at one time served this facility.

Our next bus of the day was Omnitrans New Flyer 1235 on Line 68 back to Montclair via Ramona (mostly residential) and Monte Vista. Along the way we passed Union Pacific caboose 25392 which is on display near Interstate 10 in Montclair. This caboose is a CA-6 and was built in 1955. We picked up a few passengers (probably not more than about 10 or so, including another wheelchair-user); most of these got off at the Montclair Plaza. After passing through the transit center we alighted at the stop on Richton Street and Central Avenue. Originally we had planned our lunch stop at The Shoppes at Chino Hills but with the revised plan we were now taking lunch in Montclair at this location. We had a choice of Taco Bell/Pizza Hut and Del Taco and that was OK for our group.

After eating, we resumed our original plan and took Omnitrans Line 68 up to Chaffey College in Rancho Cucamonga. For this leg of the trip we rode on New Flyer 0105 and on board already were three more group participants -- Josh Thurman, Robert Paige and Tyler Brett. There were now 11 of us and like on Line 365 at one point our group were the only passengers on the bus. Mark Strickert departed at this point to join his family. The Arrow Highway portion deviates to serve San Antonio Hospital and a DMV. Otherwise, it was mostly suburban residential. We rode all the way to the new transit center at Chaffey College.

(Continued on Page 10)



## Day After Thanksgiving Trip Continued

We had a nice layover new transit center at Chaffey College. The Center has shelters with seating and a soda machine which several availed themselves of to quench an afternoon thirst from all the riding we had done. The sun was shining on the buses, was ideal for taking photos which a number of the group partook of also. As we have observed on past DAT trips lines and transit hubs that serve colleges tend to be deserted due to the holiday weekend and Chaffey College was no different.



Leaving Chaffey College we boarded New Flyer 1244 on Line 81 which took us through several well-manicured residential neighborhoods (but no riders) before arriving at the Victoria Gardens shopping center. Then, ridership started to pick up. And, so did the bus driver's speed—we had to hold on at times! We swung onto busy Foothill, then Milliken. The bus entered the Rancho Cucamonga Metrolink station bus loop, where we picked up one passenger (in a suit and tie?). Line 81 also serves the Citizens Business Bank Arena and then the bus stop inside the Ontario Mills parking lot where we saw an RTA NABI on Line 204. (This was also a relief point for the driver—maybe that's why he was in such a rush?). For the first time,

we noticed a lot of Black Friday shopping activity, and it took us a bit of time to leave that stop and get back on the street. This gave us a chance to notice what a dismal bus stop it is at the Mills -- just a narrow sidewalk and no benches or shelters.

We continued south along Haven through mostly industrial areas, warehouses, etc. The route skirts the Ontario International Airport (you could catch a car rental shuttle bus to the terminals) and passes by, but does not stop at, the East Ontario Metrolink station on the Riverside Line. More suburban stair-stepping through South Ontario brought us to Holt and Euclid, beautiful Downtown Ontario!

*To Be Continued...*

Pacific Railroad Society Presents:  
Excursion 545 "Ride the Movie Trains"

Pacific Railroad Society cordially invites you to an excursion aboard the Fillmore and Western (F&W) Railway, "Home of the Movie Trains," on **Saturday, May 18, 2013**. Come join us as we ride the railroad that has been featured in countless movies, television shows and commercials. We will be traveling by motor coach to Fillmore where we will board the train. Price includes round trip bus from Los Angeles, the train ride and one of F&W famous BBQ lunches. Tickets are \$129 each for adults.

For more information or to purchase tickets visit:  
[www.pacificrailroadsociety.org](http://www.pacificrailroadsociety.org)

Other comments or questions about this excursion can be directed to PRS at the following:

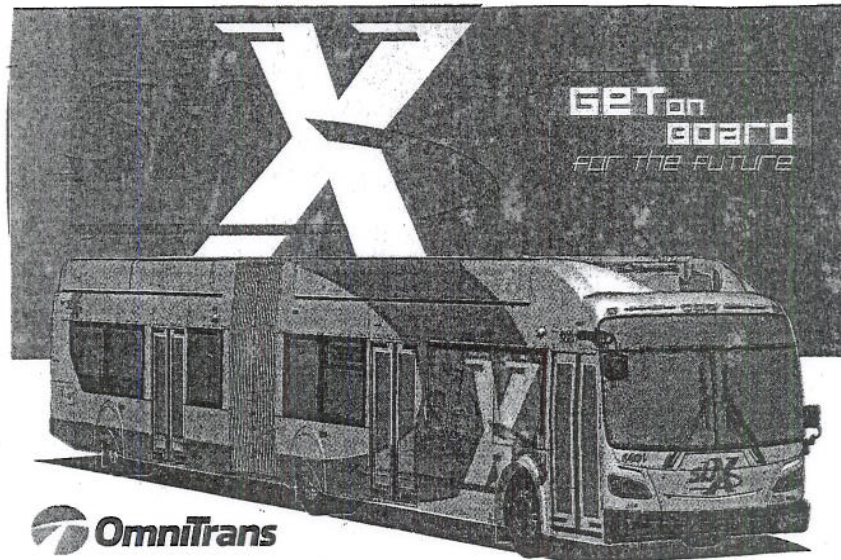
Email: [prsexcursions@live.com](mailto:prsexcursions@live.com)

Email: [rtd1121@yahoo.com](mailto:rtd1121@yahoo.com)

Phone: 626-570-0033



**THE SAN BERNARDINO SUN**  
March 1, 2013



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**Other**  
**Friday, March 01, 2013**



## **Clean Energy's Third Edition of 'The Road to Natural Gas' Published**



By: [Michael K. Orgera](#)

MARCH 1, 2013, 10:43 AM



Clean Energy Fuels (NASDAQ:CLNE) has released the third edition of The Road to Natural Gas, "an update of its growing portfolio of customers making the switch to natural gas as a transportation fuel or expansion of their current fleets."

The release includes a staggering amount of information on Clean Energy customers and new business in the refuse, transit, and trucking industries, as well as progress on Clean Energy's drive to make liquefied natural gas across the U.S. – its America's Natural Gas Highway project (ANGH).



we completed the first 70 stations of America's Natural Gas Highway, and with gasoline and diesel prices at near historic high levels, we are seeing significant interest and movement by the long-haul trucking industry

"This year is already shaping up to surpass 2012 in the drive towards natural gas," Clean Energy president and CEO Andrew Littlefair said in a release. "After taking the 'chicken versus egg' issue off the table as we completed the first 70 stations of America's Natural Gas Highway, and with gasoline and diesel prices at near historic high levels, we are seeing significant interest and movement by the long-haul trucking industry to make the switch to natural gas. I'm also pleased by Clean Energy's growth in our core businesses of refuse, transit and airports with a total of 127 new station projects completed in 2012, an 87% increase in overall station construction over 2011," Littlefair said.

The third edition of The Road to Natural Gas sums up the natural gas fuel agreements signed or executed since the second edition was released on November 1.

Clean Energy says that with the current national average price of \$4.14 a gallon for diesel and \$3.74 for gasoline (as of February 18), “both fuels are significantly more expensive than natural gas at the pump, up to \$1.50 depending on local market conditions.”

### **The Road to Natural Gas**

(as released by Clean Energy Fuels), Volume III; February 25, 2012

New Fuel and Service Agreements with Clean Energy (November 2, 2012 – February 25, 2013)

Refuse/Other Vocational Industries

Since the last edition of Road to Natural Gas, 455 new CNG refuse trucks were delivered to Clean Energy’s 101 refuse customers and another 567 additional CNG vehicles were ordered. The average refuse truck consumes over 10,000 gallons of fuel a year. A few recent highlights include:

- New York City Department of Sanitation, the largest municipal refuse fleet in the country, selected Clean Energy to maintain their CNG station in Queens. As DSNY expands their CNG fleet, Clean Energy expects to construct additional stations located throughout the NYC area.
- Clean Energy is constructing its first fuel station that will use renewable natural gas for Atlas Disposal in Sacramento, CA. The bio gas will be derived from a food-waste Anaerobic Digester, be cleaned and turned into CNG for Atlas Disposal’s trucks.
- The City of Los Angeles and Clean Energy extended its relationship with a five-year contract that will represent millions of gallons of LNG to be provided for its fleet of refuse trucks.
- Clean Energy will construct a fuel station for Alameda County Industries in San Leandro, CA that is expected to provide CNG for 36 trucks.
- Clean Energy signed an agreement to construct a station for a new customer, Garden City Sanitation in Santa Clara, CA, that is anticipated to fuel their 47 CNG trucks.
- Clean Energy is constructing another station for Republic Services in Anaheim, CA that is projected to fuel 78 additional CNG trucks.
- The City of Tampa, FL began fueling CNG refuse trucks at Clean Energy’s Tampa Airport station. Tampa’s mayor announced plans for moving their entire fleet of more than 100 trucks to CNG.
- The City of Tempe, AZ began fueling their CNG trucks at their LCNG station that is operated and maintained by Clean Energy.
- The City of Scottsdale, AZ has started fueling their CNG refuse trucks at their station that was recently upgraded by Clean Energy.
- Clean Energy opened the first CNG station for USA Hauling, Connecticut’s largest waste & recycling company. Metro Taxi, Yellow Cab and AT&T CNG vehicles are also fueling at the station, which is located in Hartford.
- Covanta Essex opened its first CNG fueling station in Newark, NJ as part of the overall Covanta/Clean Energy national agreement.
- A CNG-fueled McNeilus-Kenworth concrete mixer in New York City

The ready-mix concrete truck sector has begun to make the transition to natural gas as a transportation fuel demonstrated by the number of CNG trucks on display at the World of Concrete exhibition this month. Clean

Energy is fueling ready-mix concrete CNG trucks for Ferrara Bros. Building Materials Corp. in New York and Ozinga in the Midwest.

- Clean Energy is constructing its first fueling station for the asphalt industry in Wisconsin to serve Northeast Asphalt, Inc.'s new CNG-filling portable trailers to provide CNG for mobile asphalt plants.
- New York City Mayor Michael Bloomberg and Clean Energy co-founder T. Boone Pickens last week unveiled the first CNG-powered gourmet food truck owned by Neapolitan Express. The truck also features CNG-powered cooking equipment and generators. Clean Energy will be the exclusive fuel provider for Neapolitan as it rolls out additional CNG food trucks across the country.

### **Transit**

- The City of Torrance, CA signed an agreement with Clean Energy to construct, own and operate a private CNG fueling facility for up to 70 buses and over 20 trash trucks.
- Clean Energy signed a contract with Veolia Transportation and another with MV Transportation, to construct, own and operate private CNG stations expected to fuel 150 Los Angeles Department of Transportation buses.
- The City of Tempe, AZ will replace 40 gasoline buses with CNG units that will fuel at a Clean Energy station.
- Long Beach, CA Transit completed its first phase to transition over 60 electric hybrid buses to CNG as part of a master agreement with Clean Energy to oversee maintenance of the its CNG fueling station.
- The cities of Las Vegas, Dallas and Los Angeles added para-transit vehicles to their existing fleets.
- Clean Energy customer and transit agency for San Bernardino County, CA, Omnitrans, was the first customer to receive 60 ft. articulated CNG buses built by New Flyer Industries, a leading manufacturer of CNG buses.
- Dallas Area Rapid Transit (DART) is now taking delivery of five new CNG transit buses every week until the agency reaches its 452-bus order. DART will fuel its total CNG fleet, which includes 200 para-transit vehicles, at four CNG stations built by Clean Energy.
- Canton, OH's transit agency, SARTA, has begun to fuel its CNG bus fleet at Clean Energy's private and public fueling stations in the area.

### **Airports/Shuttles/Taxis**

- Super Shuttle, already one of the country's leaders in the transition to CNG, is expanding its CNG fleet in California by over 100 new CNG vans.
- Clean Energy opened a new CNG station at Hertz Rent-A-Car's LAX property.
- Clean Energy opened a CNG station at San Diego International Airport to service Enterprise Rental and Ace Parking among other fleet vehicles serving the area.
- Chicago added 63 CNG taxis and para-transit vehicles growing their total to over 400 NGV vehicles, an increase of 39% since the beginning of 2012.
- Partnering with Parking Company of America, Clean Energy opened two new stations at Cleveland-Hopkins International Airport.
- Bell Transportation announced it is adding an additional 90 CNG taxis to their fleet that will fuel at Clean Energy's station at the Las Vegas Airport.

- San Francisco Yellow Cab added 35 CNG taxis to their fleet, which fuels at Clean Energy's SFO Airport station.

#### **Trucking Companies/Shippers/Carriers**

As the latest transportation sector to transition to natural gas, the long-haul trucking industry is adding trucks to their fleets, which are expected to fuel at Clean Energy's LNG and CNG stations. Below are some of the most recent natural gas adopters:

- YRC Worldwide added four LNG trucks to their Southern California fleet.
- UPS has expanded their LNG fleet to 70 with 12 additional tractors that will fuel at Clean Energy's Phoenix station.
- Modern Transportation ordered its first LNG tractors and will fuel at Clean Energy's Latta, SC station along the I-95 corridor.
- Lancaster Foods deployed their first two LNG trucks in Maryland, where they will fuel at Clean Energy's network of stations in the Mid-Atlantic area.
- 99 Cent Stores added 13 LNG trucks to their Southern California fleet.
- California Cartage Company signed an agreement with Clean Energy to construct a fueling station for yard hostlers at its container site in Los Angeles.
- Red Bull has recently deployed two new LNG trucks in CA.
- Land O'Lakes added eight LNG trucks to its CA fleet.
- Cintas has deployed four LNG trucks in CA.

Stations on Clean Energy's America's Natural Gas Highway Completed November 2012 – January 2013

- Gretna, NE Flying J
- West Memphis, AR Flying J
- Wells, NV Flying J
- Lafayette, LA Clean Energy
- Midland, TX Flying J
- Pontoon Beach, IL Flying J
- Roland, OK Pilot Station
- Perrysburg, OH Flying J
- Lake Station, IN Flying J
- Indianapolis, IN Flying J
- Shreveport, LA Flying J
- Cheyenne, WY Flying J
- Lake Havasu, AZ Pilot
- Jacksonville, FL Pilot
- Matthews, MO Flying J
- Mesquite, TX Clean Energy
- Oak Creek, WI Pilot
- Altoona, IA Pilot
- Fort Worth TX South Clean Energy
- Albuquerque, NM Flying J

- Coachella, CA Clean Energy
- Platte, NE Flying J

### **New Fueling Station Agreements Signed with Regional Partners**

As Clean Energy continues to build out its America's Natural Gas Highway, we have signed agreements with regional partners that provide a network of locations for additional natural gas fueling stations. We will work with the below partners to identify strategic locations for new Clean Energy stations.

- Road Ranger, a leading truck stop, gas station and convenience store chain in the Midwest
- Suhaan Group, a Houston-based regional operator of truck fueling stations
- Petroleum Wholesale, a Southwest operator of truck stations and gasoline stations

Author: Michael K. Orgera

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**Michael K. Orgera** is the Renewable Energy Reporter for Jomal.us. His articles focus on Energy and Environmental concerns and so does his vocation. He is employed by Clean Energy Fleet Services Division, a company with goals of helping companies of all sizes transition from gasoline and diesel fuels to cleaner, less-expensive, domestic natural gas for the transportation industry.

He lives and works in the Greater New York City area and can be reached via email [morgera@cleanenergyfuels.com](mailto:morgera@cleanenergyfuels.com).

Clean Energy Fuels Corp. (NASDAQ: CLNE) is the largest provider of natural gas for transportation in North America and a global leader in the expanding natural gas vehicle market. The company has operations in Compressed Natural Gas (CNG) and Liquefied Natural Gas (LNG) vehicle fueling, construction and operation of CNG and LNG fueling stations, bio-methane production or Renewable Natural Gas (RNG), vehicle conversions through subsidiaries BAF Technologies and compressor technology through IMW Industries.

# **Redlands Daily facts**

## **Saturday, March 02, 2013**

### **REDLANDS DAILY FACTS**

#### **University of Redlands plans Sustainability Fair**

Laurie Williams, Correspondent

Posted: 03/02/2013 03:27:43 PM PST

REDLANDS - A cleaner environment, a lively focus on local history, culture and health, and enhanced opportunity for all. That's what a broad coalition of area community groups plans to work toward during the city's next 125 years.

As part of Redlands' quasicentennial celebration, the year-old Redlands Sustainability Network is hosting a Sustainability Fair from 11 a.m. to 3 p.m. Saturday at the University of Redlands.

Sustainability is usually defined as the ability to meet the needs of the present economy, society and environment while preserving the ability of future generations to meet their own needs, said fair Chairwoman Kathy Havert.

"We view sustainability as an overarching and vitally necessary centerpiece of our collective views, where smart environmental practices, economic viability, social justice and health and historic preservation are strongly valued," Havert said.

The fair offers a range of activities and workshops, which include presentations from many of the organizations involved with the network, but also music, food and exercise plus meditation and readings.

The keynote speaker is Ralph W. Kunch, the newly installed 11th president of the University of Redlands.

Other presenters include:

Chef Lee Burton, who has made it a priority to talk to the community about food, especially the benefits of healthy cooking. He also works with the Redlands Boys and Girls Club, Micah House and programs through the local schools.

Jane Roberts of Redlands, who will talk about co-founding a movement that for more than 10 years has raised a total of \$4.2 million for the U.N. Population Fund.

Wendy James, the award-winning president and CEO of the Better World Group, which she founded in 1999.

Devon Hartman, who founded Hartman Energy Strategies, which forms collaborative partnerships with community organizations, contractors and cities to promote sustainable building practices.

Michael Peel, development and jobs director of Uncommon Good and chairman of the U.S. Green Building Council-Inland Empire Chapter.

Fran Grace, who will talk about sustaining spiritual practices and lead sessions on meditation and contemplative practice.

Councilman Jon Harrison, who is a consulting member of the Redlands Sustainability Network.

Monty Hempel, the Hedco Chair of environmental studies at the University of Redlands, and past president of the Association of Environmental Studies and Sciences.

Terry Roberts, area director for the American Lung Association, which holds an annual Fight for Air walk in November in support of healthy lungs and healthful air.

The Kids' Habitat will feature creative activities.

The Redlands Sustainability Network aims to promote ongoing sustainable community projects and support new ones, Havert said.

The group takes its inspiration from the Redlands Community Sustainability Plan, adopted by the city in March 2011, and is looking to translate many of the plan's concepts into reality.

The fair will offer technology and automotive exhibits in the library parking lot, Havert said, including the Omnitrans Education Bus, the Edison Education Center, Toyota vehicles and the Verizon Education Van.

Vendors and exhibitors from local organizations, agencies and businesses will be set up between the library and Lewis Hall. Demonstrations of gardening methods will take place on the Lewis Hall rooftop, and tours of the University Gardens will begin each hour.

Sponsors of the Sustainability Fair include the University of Redlands, Clark's Nutrition Centers, the Redlands Democratic Club, Verizon FiOS, the Sierra Club and Skool Boiz Printing.

## **YUCAIPA NEWS MIRROR**

### **Omnitrans Board Chair Dick Riddell lauds**

### **Employee of the Year Nicole Ramos**

Published: Thursday, March 7, 2013 11:06 PM PST

Community Outreach Specialist Nicole Ramos, a twelve-year Omnitrans veteran, has been selected as the agency's 2012 Employee of the Year from all employees nominated by their peers for consistently superior work.

"Nicole is a real a go-getter and self starter and has become quite an accomplished speaker. She has excelled in everything she's done and is a quality employee," said Omnitrans Board Chair Dick Riddell.

Her outstanding achievements in marketing and outreach exemplify the agency slogan, "Connecting Our Community."

Ramos conceptualized and developed the agency's "Travel Training Bus" program, which helps educate new passengers, eases first time rider anxiety and provides hands-on experience with public transit.

Using a dedicated bus equipped with video screens and a PA system, Ramos teaches rider basics to local community groups including seniors, students and those with special needs - populations that critically need our services. Her "Travel Training Bus" program helps provide greater independence and a better quality of life to those who are unable to drive.

Within three months, more than 300 people have been trained. Forty-eight percent have since ridden the bus independently.

Ramos' caring, innovation, dedication, hard work and commitment to excellence has increased ridership, established new partnerships and built strong community connections.



# Highland Community News

## Monday, March 11, 2013

### HIGHLAND COMMUNITY NEWS

#### Omnitrans Proposes Fare Policy Changes

*Public Hearing March 19*

Published: Monday, March 11, 2013 11:32 AM PDT

Omnitrans will hold current bus fares steady but is proposing three fare policy changes which would take effect in July. To gather public comment, a meeting is set for Tuesday, March 19 from 11:30 a.m. to 3 p.m. at Omnitrans headquarters at 1700 West Fifth St. in San Bernardino.

Proposed changes:

1. A reclassification of the Student Pass to a Youth Pass category, limited to persons 18 and under.
2. A simplified definition of the Go Smart fare program.
3. The elimination of the ADA Access Subscription fare category. Persons with recurring "subscription" trips will pay the regular cash fare.

Currently, Omnitrans offers a discounted 7-day and 31-day student bus pass for any student from kindergarten through college, regardless of age. The proposed youth pass will be capped at age 18 to cover K-12 students, mirroring the policy of neighboring transit agencies.

"With the option for local colleges and trade schools to participate in the Go Smart program, we felt the time was right to make the change," said Omnitrans spokesperson Wendy Williams. Currently, students at Chaffey, Crafton Hills, and San Bernardino Valley Colleges and The Art Institute of California—Inland Empire participate in Go Smart program which provides unlimited rides with a valid student ID card. Student fees pay for the program. Over 1.5 million Go Smart trips are projected for the 2012-13 school year.

The new proposed Go Smart program definition is: "The Go Smart fare is a pre-negotiated fare for all riders that attend a partner University, College, Trade/Technical School, or High School, or work at a partner employer. Participants must have an active, valid Omnitrans-compatible photo ID card for fare."

On Omnitrans' Access service, the little-used subscription fare, which provides a monthly pass to users with recurring daily trips, will be eliminated. Customers can still book recurring "subscription" trips, subject to availability, and pay the regular Access cash fare.

Comments may also be submitted by phone at 379-7250, online at [www.omnitrans.org](http://www.omnitrans.org) or by mail to Omnitrans, 1700 West Fifth St., San Bernardino, CA 92411. The comment period closes March 26, 2013. Proposals will be presented to the Omnitrans Board of Directors on May 1. For more information go to: [www.omnitrans.org](http://www.omnitrans.org)

## PUBLIC TRANSIT

# Omnitrans sets meeting on fares

By Joe Nelson Staff Writer

SAN BERNARDINO — Omnitrans will hold a public meeting on March 19 to get citizen input on proposed changes to three of its fare policies, which will take effect in July.

The public busing service has proposed cutting college students from its student bus pass category. The plan would limit the discounted seven-day and 31-day passes to students in kindergarten through 12th grade. The cutoff age would be 18.

Omnitrans is also proposing to expand its Go Smart fare program, which negotiates discounted fares for students at participating colleges and trade schools, to include local busi-

### Share your opinion

**What:** Meeting for public input on plans to change bus fares

**When:** 11:30 a.m. to 3 p.m.  
March 19

**Where:** 1700 W. Fifth St.,  
San Bernardino

nesses. The program is available to students at Chaffey, Crafton Hills and San Bernardino Valley colleges, the Art Institute of California in San Bernardino and the Academy of the Inland Empire.

"We decided to change the language to leave it a little more open so potential employers can take advantage of this program," said Omnitrans spokeswoman

Wendy Williams.

Lastly, Omnitrans is considering eliminating monthly passes to people with disabilities who make recurring daily trips. Those riders will still be able to book their recurring trips, but they would have to pay the \$2.75 fare per trip instead of receiving the monthly pass, Williams said.

Dwindling participation prompted Omnitrans to consider eliminating the program, Williams said, adding that only six to 10 people now use it.

Citizens can also submit input by calling 909-379-7250, going online to [www.omnitrans.org](http://www.omnitrans.org), or by mail at Omnitrans, 1700 Fifth St., San Bernardino, CA 92411.

The comment period closes March 26.

Tuesday, March 12, 2013

# Omnitrans plans meeting on fares

By Joe Nelson Staff Writer

SAN BERNARDINO — Omnitrans will hold a public meeting on March 19 to get citizen input on proposed changes to three of its fare policies, which will take effect in July.

The public busing service has proposed cutting college students from its student bus pass category. The plan would limit the discounted seven-day and 31-day passes to students in kindergarten through 12th grade. The cutoff age would be 18.

Omnitrans is also proposing to expand its Go Smart fare program, which negotiates discounted fares for students at participating colleges and trade schools, to include local businesses. The program is available to students at Chaffey, Crafton Hills and San Bernardino Valley colleges, the Art Institute of California in San Bernardino and the Academy of the Inland Empire.

"We decided to change the language to leave it a little more open so potential employers can take advantage of this program," said Omnitrans spokeswoman Wendy Williams.

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The comment period closes March 26.

[joe.nelson@inlandnewspapers.com](mailto:joe.nelson@inlandnewspapers.com)  
909-386-3874, @SBCountyNow



# A3 LOCAL NEWS

Tuesday, March 12, 2013 » MORE AT [FACEBOOK.COM/DAILYBULLETIN](http://FACEBOOK.COM/DAILYBULLETIN) AND [TWITTER.COM/IVDAILYBULLETIN](http://TWITTER.COM/IVDAILYBULLETIN)

[dailybulletin.com](http://dailybulletin.com)

OMNITRANS

## Public meetings slated on bus fares

College students  
would pay more

By Joe Nelson

[joe.nelson@inlandnews.com](mailto:joe.nelson@inlandnews.com)

**SAN BERNARDINO »** Omnitrans will hold a public meeting on March 19 to get citizen input on proposed changes to three of its fare policies, which will take effect in July.

The public busing service

has proposed cutting college students from its student bus pass category. The plan would limit the discounted seven-day and 31-day passes to students in kindergarten through 12th grade. The cut-off age would be 18.

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"We decided to change the language to leave it a little more open so potential employers can take advantage of this program," said Omnitrans spokeswoman Wendy Williams.

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Dwindling participation prompted Omnitrans to consider eliminating the program, Williams said, adding that only six to 10 people now

use it.

"So it didn't make sense to continue it," Williams said. "Customers can still book those trips we're just going to eliminate the fare category."

Citizens can also submit input by calling 909-370-7250, going online to [www.omnitrans.org](http://www.omnitrans.org), or by mail at Omnitrans, 1700 Fifth St., San Bernardino, CA 92411.

The comment period closes March 26.

**"So it didn't make sense to continue it, Customers can still book those trips we're just going to eliminate the fare category."**

— Spokeswoman Wendy Williams

## Stephen P. Compton tapped as Colton interim city manager

By Josh Dulaney [josh.dulaney@inlandnewspapers.com](mailto:josh.dulaney@inlandnewspapers.com) @JoshDulaney on Twitter San Bernardino County Sun

Posted:

sbsun.com

COLTON - A new interim city manager is on the job in this working-class town of 53,000.

The City Council voted 7-0 on Tuesday to approve an employment agreement with Stephen P. Compton to take the post.

The agreement calls for a salary of \$10,920 a month and provides no benefits except mileage reimbursement for travel outside the city.

Compton replaces Rod Foster, whose last day was March 14. Foster left the city after three years to take the city manager job in the Orange County city of Laguna Niguel.

"My job is to kinda hold the train on the track, if you will," Compton said by phone Thursday.

Compton is a 59-year-old Redlands resident who comes to Colton with more than 32 years of local government experience that includes an assistant city manager stint in Ridgecrest and time as the finance director for Omnitrans.

He most recently worked as interim accounting manager for the city of Fountain Valley. Compton also runs a consulting firm specializing in government and nonprofit management.

Compton said his Christian faith guides his public service.

"I'm a caretaker and a public servant and I try to instill that in anyone that works in government," he said.

Councilman David Toro said Compton's skills mesh well with City Hall departments.

"We thought he would be a good fit to keep our momentum in a positive direction until we find a permanent city manager," Toro said.

He said a permanent city manager could be hired in six months.

ITEM # F1

**DATE:** April 3, 2013

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

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

**SUBJECT: CEO/GENERAL MANAGER'S REPORT**

Ridership for February 2013 was 1,335,711 compared to 1,363,150 in February 2012. This is a 2.01 percent decrease from February of last year. (While ridership was down for February, average weekday ridership was up 1.7 percent. The decline in ridership was attributed to last year being a leap year, while this year was not.)

Year-to-date system-wide ridership through February 2013 was 10,831,790, which is an increase of 0.95 percent from last year-to-date. Fixed route ridership increased by 90,426 passengers year-to-date. Ridership on Access increased by 11,280 passengers, and OmniLink decreased by 184 passengers. OmniGo ridership was 88,819, which is a 3.2 percent increase over February 2012.

Year-to-date pass outlet sales through February 2013 increased by 18,445 units with 83,954 sold compared to 65,509 last year. This represents an increase of 28.2 percent. Revenue from bus pass and ticket sales, combined with the Go Smart college program revenue, was up 1.0 percent through February (\$3,755,034.45 vs. \$3,717,262.10 last year, an increase of \$37,772.35). This discrepancy is related to Go Smart college program revenue which was received mostly in lump sum payments by cities during the one-year pilot last year and which now is received in semester payments by partner colleges.

Year-to-date fixed route revenue through February 2013 was \$8,775,246 compared to \$8,935,742 last year, which is a decrease of 1.83 percent.

On-time performance for February 2013 was 85.02 percent.

During the month of February, there were three vandalism incidents – one in Rialto and two in San Bernardino. Omnitrans has also experienced a large amount of bus shelter ad panel glass vandalism in San Bernardino. Ten panels were broken in one night, with 26 broken in one week. This type of vandalism usually spikes when schools go on spring break. This information was passed on to San Bernardino Police in the hopes that when patrolling these areas, they can keep a watchful eye.

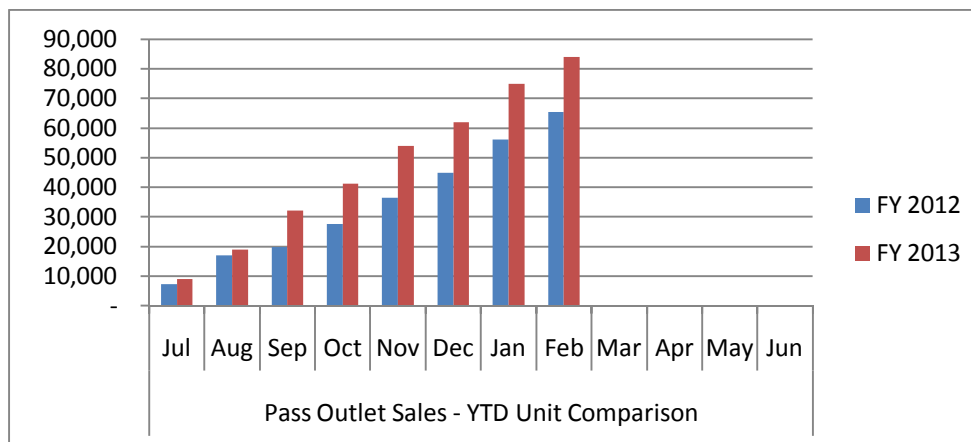
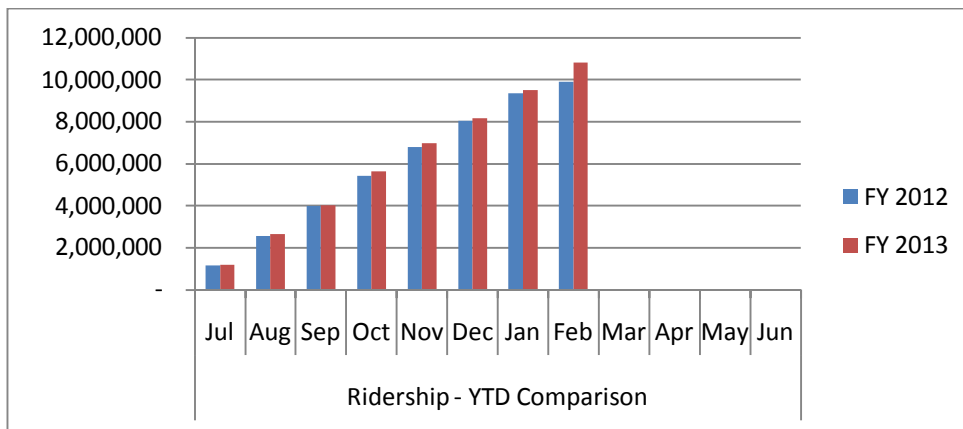
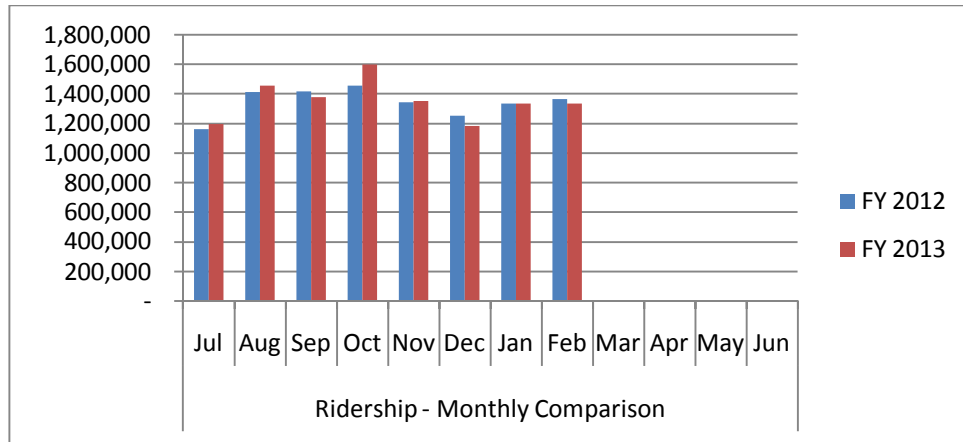
Omnitrans participated in ten outreach events in February – San Bernardino Black History Parade, February 2; Travel Training Bus Presentation at Fontana High School, February 6; Night

at the Reign Game with Buster Appearance, February 8; Fontana Police Department Re-Entry Program Workshop, February 11; Ramona-Alessandro Neighborhood Association VMF Presentation, February 13; San Bernardino Community College District Go Smart Presentation, February 14; Travel Training Bus Presentation at Tierra Serrano Senior Apartments, February 14; Travel Training Bus Presentation at On Call, One Click, 211 for Veterans, February 22; Crafton Hills College Go Smart Outreach, February 27; and Travel Training Bus Presentation at Lighthouse for the Blind, February 28.

CEO/General Manager Victoria attended the APTA Legislative Conference in Washington, DC, March 8 through March 14. Vice Chair Alan Wapner also attended. CEO/General Manager Victoria also attended the CTA Transit 101 Conference in Sacramento, March 18 and 19.

MV:CA

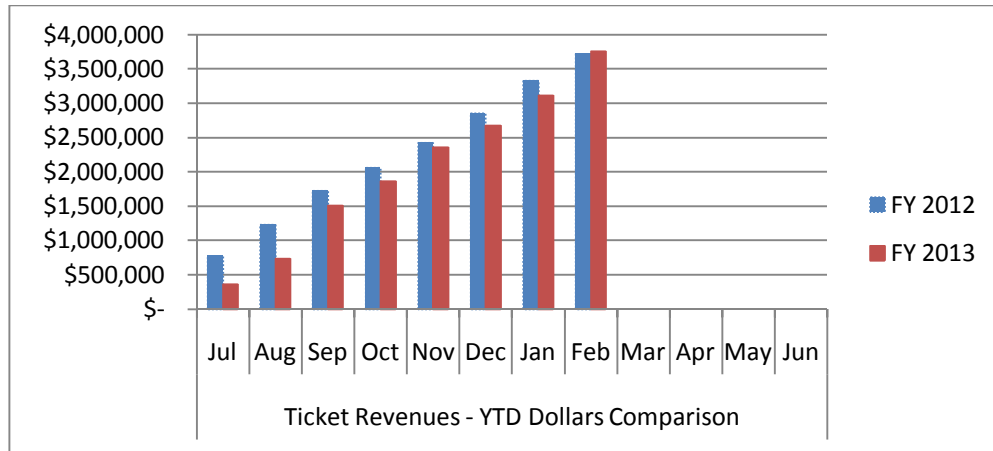
## CEO/General Manager Report - April 2013



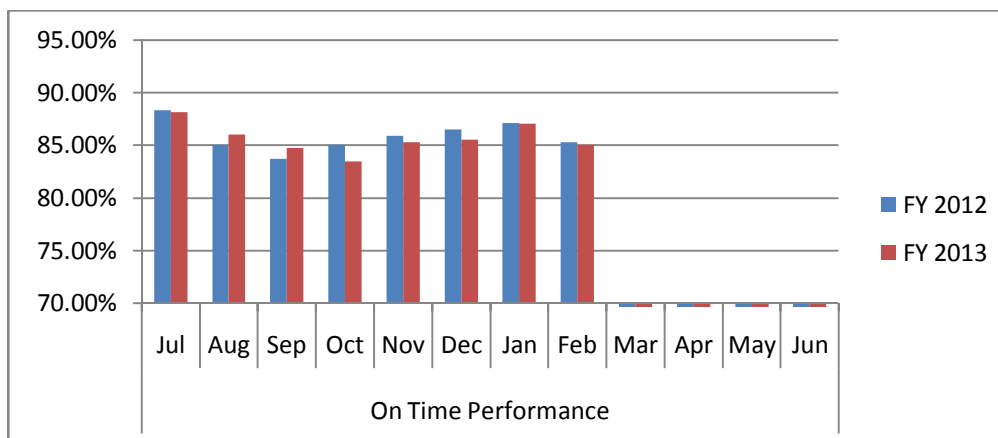
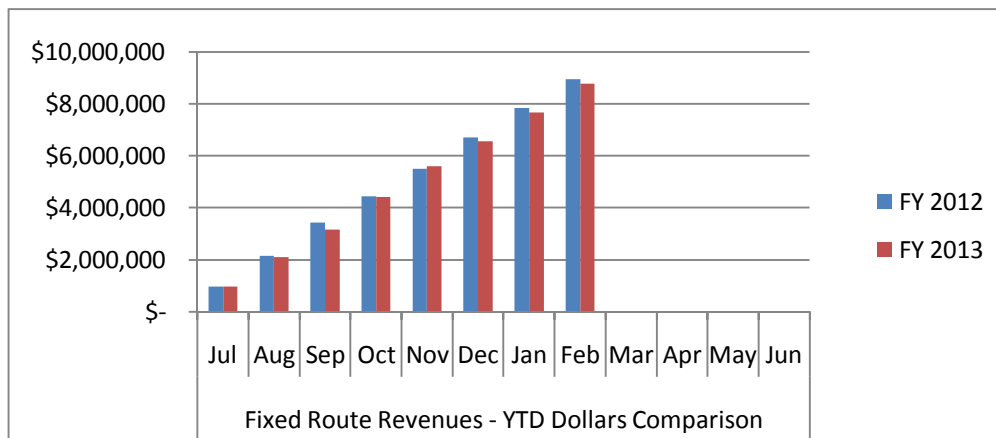
**\*Significant difference due to large purchase by San Bernardino County**



## CEO/General Manager Report - April 2013



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



ITEM #       F2      

**DATE:** April 3, 2013

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

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

**SUBJECT: PLACEMENT OF COMMUNICATIONS FROM THE PUBLIC  
ON THE BOARD OF DIRECTORS MEETING AGENDA**

**FORM MOTION**

Discuss and seek Board direction regarding placement of Communications from the Public on the Omnitrans Board of Directors Meeting Agenda.

**BACKGROUND & SUMMARY**

At the February 2013 Board of Directors meeting, Rolling Start Systems Change Advocate Laura Mancha requested that the Board of Directors consider moving placement of the Communications from the Public from the beginning of the agenda to 20 or 30 minutes into the meeting. Ms. Mancha cited that many in her consumer group would attend and address the Board of Directors, but because many rely on public transportation, they are unable to get to Omnitrans by 8:00 a.m.

At the Board's request, this item has been placed on the agenda for discussion and consideration.

To assist the Board in the decision-making process, the following information is provided:

- Government Code Section 54954.3 provides that a legislative body must allow public comment before or during consideration of any matter on the agenda. Therefore, Omnitrans must provide a public comment period either prior or during the consideration of any item to be approved. If the general public comment period is moved to the end of the agenda, Omnitrans would also have to allow members of the public to address each item on the agenda as it considered in order to be in compliance.
- A GIS analysis of Omnitrans routes determined that 73% of the population within Omnitrans service area and adjacent unincorporated portions of the County have service within the ½-mile walking standard of a route with transfer that would enable them to reach Omnitrans by 8:00 a.m.
- When looking at ridership by stop, 93% of Omnitrans riders would be able to reach Omnitrans by 8:00 a.m.; however, many trips, particularly those originating in West Valley (West of I-15), would need to start at or just before 6 a.m.

- Only the areas of Chino, Chino Hills, Ontario, Yucaipa and Bloomington involving Routes 29, 83, 308/309, 310 and 365 are not able to reach Omnitrans by 8:00 a.m. These areas are identified on the attached map.

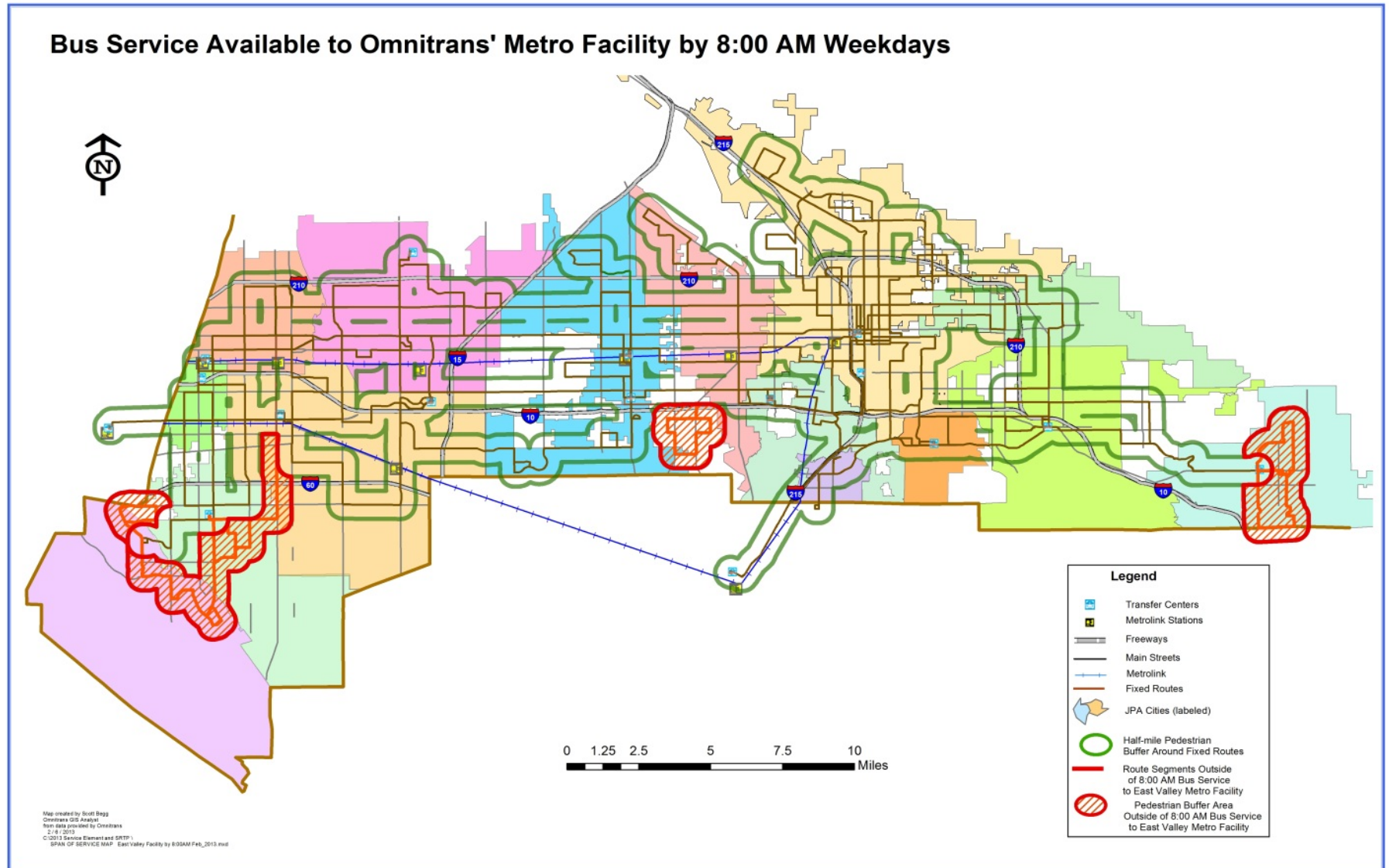
### **FUNDING SOURCE**

This item has no financial impact to Omnitrans.

### **CONCLUSION**

Staff seeks direction from the Board of Directors as to whether the Communications from the Public should remain in its current placement on the Board of Directors Meeting Agenda or whether it should be moved.

MV



ITEM # F3

**DATE:** April 3, 2013

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

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

**SUBJECT:** **CONSOLIDATED TRANSPORTATION SERVICES AGENCY  
EXTEND TERM OF ONE MEMBER AND APPOINT NEW MEMBER**

**FORM MOTION**

Extend Board Member Penny Lilburn's term on the Consolidated Transportation Services Agency (CTSA) Board of Directors from three years to four years, with term now ending December 1, 2014, and appoint new member to fill the vacancy left by former Omnitrans Board Member Lee Ann Garcia.

**BACKGROUND & SUMMARY**

In November 2010, the Omnitrans Board of Directors appointed Board Members Penny Lilburn (Highland) and Lee Ann Garcia (Grand Terrace) to serve on the Consolidated Transportation Services Agency (VTrans) Board of Directors for a three year term, December 1, 2010 through December 1, 2013. The CTSA is governed by a seven member Board of Directors, with three members appointed by the San Bernardino Associated Governments (SANBAG), two members appointed by the County of San Bernardino, and two members appointed by Omnitrans.

On March 11, 2013, Omnitrans received notification from VTrans (attached) that an amendment to its Bylaws was adopted that extends the first term of one initial member appointed to the VTrans Board of Directors from three years to four years, with the second term (if any) being three years. This amendment requires that Omnitrans extend the term of one appointee by one year, to December 1, 2014. Further, VTrans notified Omnitrans that former Omnitrans Board Member Lee Ann Garcia had resigned her position from the VTrans Board of Directors, thereby leaving a vacancy that needs to be filled by an Omnitrans appointee.

In accordance with the VTrans bylaws, Omnitrans may appoint an elected official or member of the general public representative of the San Bernardino Valley area. The appointee may not be employees of the appointing entities and the Board Member receives no compensation other than reimbursement of reasonable expenses incurred on behalf of the CTSA.

**FUNDING SOURCE**

This item has no financial impact to Omnitrans.

**CONCLUSION**

Approving the recommended action is in compliance with the VTrans Bylaws and will ensure Omnitrans is represented on the VTrans Board of Directors.

MV

Attachment



March 8, 2013

Mr. Dick Riddell  
Board Chair  
Omnitrans  
1700 W. 5<sup>th</sup> Street  
San Bernardino, CA 92411



Dear Mr. Riddell,

VTrans recently made an amendment to our Bylaws which affect the Terms of Office for Board Members appointed by each of the three appointing entities. Article III, Section 2 of the revised Bylaws states that "Of the initial members appointed to the Board of Directors, the first term of one member from each of the identified appointing entities shall be four years, and the second term (if any) shall be three years." (See Enclosures) With this amendment, Omnitrans must extend the term of one of its appointees by one year.

Additionally, Omnitrans appointee, Lee Ann Garcia recently resigned from the VTrans Board of Directors, leaving one vacancy to be filled by an Omnitrans appointee. As stated in our Bylaws, Omnitrans may appoint an elected official or member of the general public representative of the San Bernardino Valley, but may not be employees of the identified appointing entities.

Thank you for your support, we look forward to continuing our partnership.

Sincerely,

*Dennis Hansberger*

Dennis Hansberger  
Chair

Enclosures: 1

cc: Milo Victoria, General Manager

**Valley Transportation Services, Inc.**

299 W. Foothill Boulevard, Suite 202 • Upland, CA 91786 • T: 909.981.5099 • F: 909.981.2299 • [www.vtrans.us.com](http://www.vtrans.us.com)



# **Revised and Restated Bylaws of Valley Transportation Services, a CTSA**

## **Article I – Name, Offices and Purpose**

1. The name of this nonprofit public benefit corporation is Valley Transportation Services, a Consolidated Transportation Services agency (CTSA), also known as “VTrans.”
2. The location of the principal place of business shall be at 299 W. Foothill Boulevard, Suite 202, Upland, CA, 91786.
3. The purposes of Valley Transportation Services are to:
  - a. Improve the quality and effectiveness of transportation services to senior citizens, persons with disabilities and persons of low income within the area described as the western portion of San Bernardino County including the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Montclair, Loma Linda, Ontario, Rancho Cucamonga, Rialto, Redlands, San Bernardino, Upland and Yucaipa, referred to herein as the “San Bernardino Valley”.
  - b. Identify, organize and service the special transit needs of senior citizens, person with disabilities and persons of low income within the San Bernardino Valley.
  - c. To provide support for transit services to other agencies within the San Bernardino Valley.
  - d. To provide separately funded transportation support and services to agencies in areas outside the San Bernardino Valley.

## **Article II – Membership**

The Board of Directors shall constitute the members.

## **Article III – Board of Directors**

1. Board Role, Size and Compensation
  - a. Subject to the limitations as prescribed by the Nonprofit Public Benefit Corporation Law, all corporate powers shall be exercised by or at the direction of, and the business and affairs of the Corporation shall be managed by, the Board of Directors. The individual directors shall act only as members of the Board, and shall have no power as individuals.
  - b. The Board is comprised of 7 members who shall be appointed as follows:
    - (1) Three (3) appointed by San Bernardino Associated Governments (must be representative of the San Bernardino Valley area)
    - (2) Two (2) appointed by San Bernardino County Board of Supervisors (must be representative of the San Bernardino Valley area)
    - (3) Two (2) appointed by Omnitrans (must be representative of the San Bernardino Valley area)
  - c. The Board members may be elected officials or members of the general public representative of the designated populations, but may not be employees of the identified appointing entities.

- d. The Board members shall receive no compensation other than the reimbursement of reasonable expenses incurred on behalf of the San Bernardino Valley CTSA.
  - e. A SANBAG representative shall serve as an ex-officio member of the Board of Directors.
  - f. Members of the Board shall not be entitled to designate or send an alternate for attendance or voting at meetings.
  - g. For incorporating purposes, the original incorporating members may consist of three (3) SANBAG appointees and within 90 days of incorporation the remaining appointing entities will submit the names of additional members of the board of directors.
2. Terms of Office, Resignations, and Vacancies:
- a. Of the initial members appointed to the Board of Directors, the first term of one member from each of the identified appointing entities shall be four years, and the second term (if any) shall be three years.
  - b. Except for the initial members referenced in section 2.a. above, the term of a member shall be three years.
  - c. Each member is eligible for re-appointment for a maximum of two consecutive terms.
  - d. Any member may resign at any time by giving written notice of such to the President, Secretary, Treasurer, or Board and to that member's appointing body pursuant to Article III, 1. b. Such resignation shall take effect at the time specified in the notice.
  - e. The term of office of any member shall expire and there shall be a vacancy on the Board in the event the Board declares the term of a member to have expired following: (1) a failure by that member to attend three consecutive meetings of the Board whether excused or unexcused; or (2) a total of four unexcused absences in a 12 month period. A letter will be sent to the appointing body with a notification of the member's status.
3. Board of Directors Meetings and Notices:
- a. Regular Meetings: The Board of Directors shall meet at least quarterly, at an agreed upon time and place. An official Board meeting requires that each Board member have written notice at least two weeks in advance. Board members are required to call the Secretary to the Board of Directors at least 48 hours in advance when they are unable to attend a regularly scheduled meeting of the Board. Members who fail to so notify the Secretary to the Board of Directors prior to the scheduled meeting will be considered unexcused. Notice to the public shall be given in manner as required by applicable law, including the Brown Act.
  - b. Special Meetings: Special meetings of the Board for any purpose may be called at any time by the Chief Executive Officer, Chair, or by two members. Notice of the time and place of special meetings shall be given to each member by personal delivery of written notice, by e-mail, by facsimile, either directly to the member or to a person at the member's office who would reasonably be expected to communicate such notice promptly to the member. The notice of a special meeting need not state the purpose of the meeting.
4. Quorum:



Not less than a majority of the Directors currently appointed and serving shall constitute a quorum of the Board of Directors. Every act or decision made by a majority of the members present at a meeting duly held at which a quorum is present shall be the act of the Board subject to the provisions of these Bylaws and/or the California Nonprofit Public Benefit Corporation Law. In the absence of a quorum at any meeting of the Board, a majority of the members present may adjourn the meeting. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough members to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

#### **Article IV - Officers and Duties**

a. There shall be four officers of the Board, consisting of a chair, vice chair, secretary and treasurer, all of whom shall hold their respective office for a term of one year. Officers of the Board shall be elected at a Board meeting to be held in December of each year for a term beginning on January 1 of the subsequent year and ending on December 31 of that subsequent year.

b. The officers' duties are as follows:

The **chair** shall convene regularly scheduled Board meetings, shall preside or arrange for other members of the executive committee to preside at each meeting in the following order, vice chair, secretary and treasurer, and shall with ratification of the Board appoint persons to all committees. The **vice chair** shall chair committees on special subjects as designated by the Board.

The **secretary** shall ensure the maintenance of a record of the proceedings of all meetings of the Board; ensure the service of all notices required by Law or by the Bylaws; and ensure that all correspondence requiring response or which may be submitted for such purpose by another officer is answered. The Secretary shall ensure the maintenance of a complete, up to date, and accurate record of the Articles of Incorporation, Bylaws and any amendments to the Bylaws and shall ensure the filing with the Secretary of State of any amendments to the Articles of Incorporation.

The **treasurer** shall ensure that there is a report quarterly to the Board on the financial statement of the corporation and more frequently as requested by the Board. The books and records of the corporation shall be open to inspection at all times to the Board of Directors. There shall be an annual audit by a certified public accountant.

The Board may authorize any officer, employee or agent, in the name and on behalf of the corporation, to enter into any contract or execute and satisfy any instrument, and any such authority may be general or confined to specific instances, or otherwise limited. In the absence of any action by the Board to the contrary, the Chair [and/or the Chief Executive Officer] shall be authorized to execute such instruments on behalf of the corporation.

All checks, drafts and other orders for the payment of money out of the funds of the corporation, and all notes or other evidences of indebtedness of the corporation, shall be signed on behalf of the corporation by the Treasurer or by such other officer or employee as may be determined by the Board.

#### **Article V – Committees**

1. The Board may, by majority vote of the members then in office, create such other committees of the Board on any subjects within the powers or purposes of the Corporation, as needed. The Board chair shall appoint all committee chairs.
2. The Executive Committee shall consist of the four officers. Except for powers to amend the Articles of Incorporation and Bylaws, the executive committee shall have all the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors, and is subject to the direction and control of the full Board.
3. The Finance Committee shall consist of 3 Board Members, one of whom must be the Board Treasurer. The committee will, among other things, be required to review the annual audit, oversee preparation of the annual budget by the staff, and monitor financial performance on an ongoing basis through records provided by staff.

#### **Article VI – Chief Executive Officer and Staff**

1. Chief Executive Officer – the Chief Executive Officer is hired by the Board. The Chief Executive Officer shall fulfill the day to day responsibilities for the organization including carrying out the organization's goals and policies. The Chief Executive Officer will attend all Board meetings, report on the progress of the organization, answer questions of the Board of Directors and carry out the duties described in the job description. The Board of Directors can designate other duties as necessary.
2. The Chief Executive Officer is responsible to hire staff as needed. The Chief Executive Officer has the authority to hire and to make staffing adjustments when necessary. The Board of Directors can terminate the Chief Executive Officer as provided in any employment contract.

#### **Article VII – Indemnification of Directors and Officers and Insurance**

1. Right of Indemnity. To the full extent permitted by law, this corporation shall indemnify its directors, officers, employees and other persons described in Section 5238(9a) of the California Corporations Code, including persons formally occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any "proceeding," as that term is used in such Section and including an action by or in the right of the corporation, by reason of the fact that such person is or was a person described by such section. "Expenses" as used in the Bylaws shall have the same meaning as in Section 5238(a) of the California Corporations Code.



2. Approval of Indemnity. Upon written request to the Board by any person seeking indemnification under Section 5238(a) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine in accordance with Section 5238(e) of the Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met, and if so the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevent the formation of a quorum of directors who are not parties to such proceeding, the Board or the attorney or other person rendering services in connection with the defense shall apply to the court in which such proceeding is or was pending to determine whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met.
3. Advancement of Expenses. To the full extent permitted by law and except as is otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under this Article VII in defending any proceeding covered by the Article shall be advanced by the corporation prior to the final disposition of the proceeding upon receipt by the corporation of an undertaking by or on behalf of such person that the advance will be repaid unless it is ultimately determined that such person is entitled to be indemnified by the corporation therefore.
4. Insurance. The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, members, employees and other agents of the corporation, against any liability asserted against or incurred by an officer, member, employee or agent in such capacity or arising out of the officers, members, employees or agents status as such.

#### **Article VIII – Amendments**

1. The Bylaws may be amended at any meeting of the Board by a majority vote of the current membership of the Board, provided the proposed amendment has been sent to each member at least thirty (30) days before the meeting and has received prior concurrence from the SANBAG Board of Directors.

#### **CERTIFICATE OF SECRETARY**

I, \_\_\_\_\_, HEREBY CERTIFY THAT:

I AM THE DULY ACTING Secretary of Valley Transportation Services, a California nonprofit public benefit corporation; and the foregoing Bylaws constitute the Revised and Restated Bylaws of said Corporation duly adopted \_\_\_\_\_ by the Board of Directors effective \_\_\_\_\_, 2013.

IN WITNESS WHEREOF, I have hereunder subscribed my name this \_\_\_\_ of \_\_\_\_\_, 2013.

/s/ \_\_\_\_\_  
[Name, Title]

ITEM #       F4      

**DATE:** April 3, 2013

**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

**SUBJECT: AUTHORIZE CHANGE ORDER NO. 9, PLN09-21, CONSTRUCTION  
MANAGEMENT SERVICES - sbX E STREET CORRIDOR BUS RAPID  
TRANSIT (BRT) CONSTRUCTION PROJECT**

### **FORM MOTION**

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

*This item was reviewed by the Administrative & Finance Committee at its March 4, 2013, meeting and recommended to the Board of Directors for receipt and file.*

### **BACKGROUND & SUMMARY**

The construction activities for the sbX Project are managed by the Construction Management (CM) Consultant, Jacobs, with an oversight by Omnitrans' Project staff.

Jacobs is well known for its expertise in managing capital projects and has worked on several FTA funded projects in various capacities. On a large capital project such as the E Street Corridor BRT Project, an early involvement of the CM consultant is extremely important as it helps the CM team to better understand the owner's (Agency's) design philosophy early enough to align construction management services effectively. Therefore, the Agency awarded a Time & Material (T&M) contract to Jacobs in May 2009 following the Agency's Policies and Procedures. The design at that point in time was about 10% complete and the detailed construction scope and schedule was yet to be established. The Agency directed Jacobs' to keep the staffing level to the minimum at the beginning and to ramp it up as the Project moved from Preliminary Design phase to Final Design, with an intention to eventually staff to its full capacity at the start of construction activities. This approach appeared to be prudent as it allowed the staff to benefit from Jacobs' experience at any time, and at the same time, to manage the CM budget efficiently.

The Federal Transit Administration (FTA) found this approach acceptable as it ensured the availability of sound CM support throughout the project.

This approach was also beneficial to Omnitrans, as it eliminated the need to hire full time construction personnel – engineers, inspectors, schedulers, estimators, contracts administrators, and document control staff, at the onset of the project when the workload was expected to be low, thereby reducing the Project cost burden. Moreover, it allowed the Agency not to have any long-term commitments since there was a great degree of uncertainty regarding the viability of any other new BRT projects within Omnitrans’ jurisdiction, where these employees could be utilized beyond the E Street Corridor project.

At the same time the above approach allowed Omnitrans to adjust service levels effectively as at that point in time the level of effort and the overall duration necessary to perform CM tasks was uncertain. Therefore, the Agency staff adopted a cautious approach while inviting the proposals from various consultants based on the general description of the scope for an estimated period of three years ending in April 2012. The staff intended to manage CM consultant’s involvement by making any changes to the scope, level of efforts, and/or contract duration, based on the actual needs of the Project. Because of the degree of uncertainty, Jacobs’ T & M contract amount was negotiated down substantially to \$3,898,769 to align with Omnitrans’ Internal Cost Estimate.

Subsequently, the City of San Bernardino approved the plans in September 2011, and the FTA’s Project Construction Grant Agreement (PCGA) was executed in September 2011. At that point in time, the detail scope of construction was available and construction duration was determined. It became obvious that the available budget and the period of performance in Jacobs’ contract would not be adequate to support the substantially increased level of Public Relations (PR) efforts, Right-of-Way and Utility coordination, and other areas through the construction phase. Based on the projections available at that point in time, Omnitrans’ staff assessed the CM requirements in September 2011, and in a proactive manner extended Jacobs’ contract by 18 months ending in September 2013. In September 2011, the Board approved an increase in the CM contract with Jacobs to \$5,696,296. This, along with subsequent Change Orders, brought the total contract amount with Jacobs to \$5,716,965.

As the E Street Corridor construction began, the construction crews faced a substantially high number of unforeseen conditions; too many under-the-surface irregularities compounded by other design related issues, delays in utility relocations, increased resistance by the impacted business owners and community members. It resulted in a sudden increase in the volume of Requests For Information (RFIs), Submittals, and construction Change Order Requests. The need to process the increased workload while maintaining Project Schedule integrity will require increased staff resources. The staff will be focused on documentation, to ensure contract compliance, interfacing with regulatory agencies, stakeholder interaction, and utility coordination. The FTA expressed its concerns about the adequacy of the CM staff to meet the challenges and to be able to complete the Project within the timeframe of the PCGA.

Based on the E Street Corridor construction experience, Agency staff in consultation with the FTA, determined that a dedicated CM team to manage construction activities for the Vehicle Maintenance Facility (VMF) prior to start of the construction would benefit the Agency.



Jacobs' gradually increased the staffing level from 11 to 27 (Part Time and Full Time) to address the increased workload. It resulted in an accelerated drawdown of the available budget for the CM tasks. Jacobs' plan is to gradually reduce the staffing as construction approaches completion in December 2013, and manage the Project close-out activities with a minimal staff. In addition, Omnitrans worked with Jacobs to reorganize roles and responsibilities for its staff to ensure that the Revenue Operation can begin in April 2014 as required by FTA

The increased staffing and extended duration of CM services from September 2013 through April 2014, requires additional budget for CM services. Jacobs has presented a T&M budget for the additional services. Agency staff has completed its due diligence, including the Internal Cost Estimate (ICE), cost analysis, and the sole source justification, and requests additional spending authority as outlined below:

- Additional Budget for CMS by Jacobs: \$5,577,893 (Time & Material Basis)
- Contingency @10%: \$ 557,789
- Cost Allocation Plan \$ 200,637

Upon approval by the Board of Directors, the total amended budget for the CM Services will be \$11,294,859, which will be monitored closely by Agency staff to ensure appropriate utilization of the increased CM budget.

As a part of monthly Risk Assessment review, the Agency staff had accounted for the potential budget increase, while forecasting the estimate at completion (EAC), and is confident that the Project will be completed within the approved overall budget of \$191.7M.

#### **FUNDING SOURCE**

<b>FUNDING</b>	<b>GRANT #</b>	<b>AMOUNT</b>	<b>PROJECT NAME</b>
FTA	CA-90-Y164	\$594,085	Construction Management Services for sbX E Street Corridor BRT Project
FTA	CA-90-Y850	\$4,735,317	Construction Management Services for sbX E Street Corridor BRT Project
STA	10-09-OMNB	\$1,006,917	Construction Management Services for sbX E-Street Corridor BRT Project

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


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

## **CONCLUSION**

Approval to increase budget for Construction Management Services will enable Jacobs' to continue to provide necessary services to ensure high quality construction within the scope, budget and schedule approved by the FTA under the PCGA.

MV:MJ

Attachment

 OmniTrans STANDARD CONTRACT  1700 West Fifth Street San Bernardino CA 92411	<input type="checkbox"/>	New	CHANGE ORDER  NO. 9						Contract Number  PLN09-21
	<input checked="" type="checkbox"/>	Change							
	<input type="checkbox"/>	Cancel							
	OmniTrans Department Integrated Project Management Office			Dept. No.  9030			Project  sbX E Street Corridor		
<b>Director of  Procurement</b>	OmniTrans Procurement Representatives  Debra Nicastro, Sr. Contract Administrator  Dennice Raygoza, Sr. Contract Administrator			Telephone  (909) 963-5234  (909) 963-5244			Revised Total Contract Amount  \$11,294,859.00		
	Contract Type: Time and Material Not-to-Exceed Ceiling Price								
	Change Order Start Date  April 8, 2013	Contract Start Date  May 12, 2009	Contract End Date  June 30, 2014	Last Modified Amount  \$5,716,966.00	Amount of this Change Order  \$5,577,893.00				

THIS CHANGE ORDER NUMBER 9 TO THE ORIGINAL AGREEMENT IS ISSUED to specifically include those certain additional Requirements, Terms, and Conditions, as they are listed in Section 1 of this Change Order, and is entered into in the State of California by and between OmniTrans, a Joint Powers Authority; hereinafter called OmniTrans, and

Name

Jacobs Project Management Co.	hereinafter	
	called	Consultant
<hr/>		
Address		
3257 East Guasti Road, Suite 120		
<hr/>		
Ontario, CA 91761		
<hr/>		
City, State, & Zip		
Code		
(909) 974-2700	35.232.1289	
<hr/>		
Telephone	Federal ID No.	

**1. Scope of Change** - This Change Order No. 9 is issued to expand the period of performance, increase the price to the original Contract, and provide clarification of the scope of work as described in Attachment "A."

**B. Period of Performance** – The period of performance of this agreement shall be extended until June 30, 2014. Contractor shall complete the Services within the term of the period of this period of performance, and shall meet any other established schedules and deadlines.

**C. Price** - Increase in contract amount by Five Million, Five Hundred and Seventy Seven Thousand, Eight Hundred and Ninety Three Dollars and Zero Cents (\$5,577,893.00).

**D. Attachments**

- i. Attachment A – Scope of Work
- ii. Attachment B – Jacobs Construction Management Proposal
- iii. Attachment C - Jacobs Construction Management Personnel including Sub-Consultants.

The scope of this change order will abide by all standards and requirements as set forth in the original contract plans and specifications except for the changes noted within this Change Order.

**2. Impact on original Agreement:**

- A. The net impact of this Change Order No. 9 is an increase in the cost of the Contract by \$5,577,893.00, from the last amended amount of \$5,716,966.00, to a new revised contract total of \$11,294,859.00, inclusive of all previously agreed upon change orders. Payment for services rendered under this Change Order No. 9 will be invoiced consistent with the terms and conditions of the original Agreement.
- B. Except where they may have been amended by subsequent Change Orders, all original Terms and Conditions of the existing Contract remain in full force and effect. This Change Order No. 9 is an amendment to an existing Agreement between Omnitrans and the Contractor, and all previously operative contract provisions shall apply hereto unless specifically exempted or otherwise previously amended. The amount and time changes indicated herein, if any are allowed, are the maximum agreed to by both Omnitrans and the Consultant for the changes required herein.
- C. In consideration of the foregoing adjustments in contract time and contract sum, the Consultant hereby releases Omnitrans in perpetuity from all claims, demands, or causes of action arising out of the transactions, events, and occurrences giving rise to this Change Order No. 9. This written Change Order is the entire agreement between Owner and Consultant with respect to this Change Order No. 9, exclusively. The cost of the change indicated on the face of this Change Order is the entire amount of the change, and no backup documentation either attached hereto or incorporated herein by reference may reserve the Consultant's right to increase the contract time or the cost of this change for extended overhead or general conditions or any other reason.

CHANGE ORDER NO.9

CONTRACT PLN09-21

D. The Consultant shall submit timesheets with names and hourly rates of the Consultant's employees and/or the Consultant's subcontractor employees who work on Change Order No. 9 in accordance with the invoicing requirements within Contract No. PLN09-21.

- a. All Time and Material activities under this Change Order No. 9 shall be as directed by the sbX Program Manager.
- b. Payment shall be tracked, directed, verified and approved by the sbX Construction Manager and Program Manager.
- c. The Consultant shall notify Omnitrans in writing once seventy five percent (75%) of this Change Order No. 9 is expended.

**IN WITNESS WHEREOF**, OMNITRANS and the CONSULTANT have each caused this Change Order No. 9 to Contract PLN09-21 to be subscribed by its respective duly authorized officers on its respective behalf.

**OMNITRANS**

**JACOBS PROJECT MANAGEMENT CO.**

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

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

Print Name:

Print Name:

\_\_\_\_\_  
Milo Victoria

\_\_\_\_\_

Print Title:

Print Title:

\_\_\_\_\_  
CEO/General Manager

\_\_\_\_\_

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

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

## ***ATTACHMENT A***

### ***SCOPE OF WORK***

#### **1.0 Project Administration:**

Jacobs will provide Project Administration for the sbX and Vehicle Maintenance Facility which includes project coordination; contract administration, project schedule review, and project close out.

Project coordination entails coordination between Omnitrans, Omnitrans' Contractors, Omnitrans' designers, local municipalities, local residences and businesses, and other involved agencies.

#### **2.0 Contract Administration**

**Clarifications and Interpretations:** In situation where there is a question of design intent requiring clarification or interpretation of the drawing and specifications, Jacobs will obtain the Design Engineer's clarification and/or interpretation and provide them to the contractor.

**Record Drawings:** Jacobs will review and monitor the Contractor's development and maintenance of working record drawings on a monthly basis. Jacobs will review the contractor's working record drawings for accuracy, thoroughness and completeness and advise the contractor of any inaccuracies or incompleteness.

Progress payment applications will be contingent upon the acceptance of its working record drawings.

**Document Control Management and Meeting Attendance:** As the Construction Manager, Jacobs' CM team will be primarily responsible for document control management.

Jacobs will provide document control management to include retention of correspondence, field test reports and data, certificates, status reports, daily inspections reports, specialty inspection reports, project progress reports, and photographs.

Jacobs will maintain project records including correspondence, minutes of meetings, submittals, test reports and data, certificates, permits, certified payrolls, cost accounting records, status reports, daily inspection reports, specialty inspection reports, photographs, claims files, change orders, schedules and progress estimates, and other records as may be required.

Jacobs will also maintain a warranty work file, and process final submittals including warranty certificates which will be submitted to Omnitrans' upon project closeout.

Jacobs will also attend meetings as requested by Omnitrans.

### **Contractor Progress Payment requests**

Jacobs will review the contractor's progress payment requests for accuracy and completeness and incorporation of changes in cost and time.

The review shall be based in part, on the Contractor's monthly schedule update to verify that time and costs are in reasonable accord and the earned value in place and materials on site with substantiating invoices. Jacobs will review and verify that all change order and time and material force account work have proper documentation and backup before the Contractor is paid on the pay application.

- Prepare monthly progress statement;
- Review and process contractors payment request based on the approved schedule of values;
- Schedule updates and perform review of record drawing set

### **Contract Change Orders**

Jacobs will continue to manage the contractor's change order requests per Omnitrans' Change Management Requirements and assist Omnitrans in the negotiation of unsettled changes or disputes.

### **Prevailing Wage and Labor Compliance**

Jacobs' CM team will conduct a monthly prevailing wage field interviews and provide written documentation of interview results.

Jacobs' will provide monthly reviews of the Contractor's certified payroll documents to verify Prevailing Wage and Labor Compliance requirements. Should there be any compliance issues, Jacobs will notify the contractor and Omnitrans of the issues and assist in resolving it.

## **3.0 Schedule**

### **Monthly Schedule Review and Time Impact Evaluation**

Jacobs will provide a full-time schedule on an as-needed basis to review and analyze the Contractor's monthly updated schedule to ensure the schedule complies with the requirements of the contract documents and uses proper activities logic ties, logic sequencing, resource allocation and cost loading.

Jacobs will also review and provide a detailed analysis of the contractor's time Impact Evaluation. Jacobs' scheduler will evaluate, analyze and provide his/her input in the event the Contractor requests a time extension.



#### **4.0 Project Closeout**

Jacobs shall prepare documentation recommending the acceptance of the complete projects to Omnitrans. After completion of the project, Jacobs shall submit all project documentation to Omnitrans in an orderly manner.

Jacobs will also prepare a Certificate of Completion and obtain from the contractor and deliver to Omnitrans any bonds, guarantees, operation and maintenance manuals and record drawings.

##### **Note – Project Closeout**

#### **1. San Bernardino Expressway (SBX) E Corridor**

This Amendment No. 9 cost and scope includes one (1) resident engineer, one (office engineer, and one (1) document control administrator to May 30, 2014 to close out the Project.

#### **2. Vehicle Maintenance Facility (VMF)**

This Amendment No. 9 cost and scope includes one (1) Resident Engineer and one (1) office engineer to June 30, 2014 to close out the project.

#### **5.0 Quality Assurance**

- a) Ensure the project(s) are built in accordance with the contract plans and specifications;
- b) Ensure the project(s) are built in accordance with regulatory codes and laws;
- c) Ensure the project(s) are completed on schedule per the Omnitrans' approved contractor schedule;
- d) Ensure project(s) costs are within allocated budgets.

#### **6.0 Field Inspection Services**

Jacobs Field inspection services will establish, implement and maintain quality assurance/control procedures for the construction work and is estimated to be completed by April 30, 2014.

##### **Field Inspections**

Construction inspection is to monitor conformance of the contractor's work with contract drawings and specifications, and adherence to regulatory codes.

CHANGE ORDER NO.9  
CONTRACT PLN09-21

Jacobs will report nonconformance and construction deficiencies to the contractor and to Omnitrans and will work with the Contractor to develop and implement appropriate correction actions.

Jacobs will provide Daily Inspection Reports with information related to construction including but not limited to the following:

- Date, day, time, and weather conditions;
- Labor, equipment, and materials used by the contractor;
- Specific modifications, adjustments and/or differences from the contract documents;
- Photographs and video, as necessary, to document the installation;
- Conversation memoranda, if necessary, to document critical conversation with project personnel.

## **7.0 Field and Laboratory Testing**

Jacobs will manage, coordinate and schedule specialty inspections with the contractor, Omnitrans, and inspection/testing services providers.

## **8.0 Punch Lists**

Prior to completion of the project, Jacobs' inspectors will inspect the finished installation of constructed items, evaluate the general quality of the work, document work items not yet completed, and review the contractor's as-built drawings.

Based on these reviews and inspections, he/she will prepare a corrective "punch list" for the contractor's use. Jacobs will monitor the punch list items to ensure completion prior to Omnitrans' finance acceptance of the project.

## **9.0 Visual Documentation**

The Jacobs' inspection team will take photographs of construction activities at periodic intervals to document construction progress and quality of the work, including special and typical conditions encountered during construction.

These photographs will be provided to Omnitrans at the end of construction and if requested by staff during construction of the project.

## **10.0 Substantial and Final Inspection**

Jacobs will conduct substantial and final completion inspections, issue punch lists, review compliance, and advise Omnitrans' prior to final acceptance of the project.

**Note – Field Inspections**

**1. San Bernardino Expressway (SBX) E Corridor**

This Amendment No. 9 cost and scope includes two (2) full-time night-time field inspectors from April 1, 2013 through December 30, 2013.

**2. Vehicle Maintenance Facility (VMF)**

This Amendment No. 9 cost and scope includes one (1) full-time night time field inspector from April 1, 2013 to September 30, 2013, and then half-time from October 1, 2013 through January 30, 2014.

**11.0 Safety**

**Observation and Safety Practices**

Jacobs will perform the following activities:

- Prior to commencement of construction, Jacobs will meet with Omnitrans to define and agree to circumstances presenting an immediate danger to personnel on the project site and/or the adjacent population. These circumstance shall be defined based upon the Omnitrans' and the Jacob's' experience. Guidelines for latitude for independent action by the Jacobs and the notification of appropriate Omnitrans' personnel shall be discussed. The guidelines for action and notification procedures, including the names and telephone number of the Omnitrans' personnel, in order of precedence shall be confirmed in writing.
- In accordance with the previously developed guidelines for independent action, Jacobs will direct the contractor as necessary to remove the affected personnel from the immediate danger or to shut down the project or portions of a project when Jacobs field personnel becomes aware of a situation that present imminent danger to personnel on the site and/or to the adjacent population, and shall immediately notify Omnitrans' personnel.
- Jacobs will verify by inspection that the Contractor has posted its safety program at locations identified in the specifications and required by regulations.
- When requested by the Omnitrans, Jacobs shall communicate Omnitrans' concerns and requests relating to safety to the Contractors Safety Officer.
- Jacobs shall provide documentation to Omnitrans of accidents when they occur. Such documentation may include copies of daily inspection reports, photographs, and memoranda describing the accident.

- Jacobs shall inform Omnitrans when Jacobs becomes aware of suspected safety violations.
- Jacobs shall confirm that the Contractor is conducting safety training on site by obtaining contractor's safety training schedule for the project and verifying that the training is conducted.
- Jacobs shall verify that activities involving Omnitrans'', the contractor(s), and inspectors are coordinated with respect to safety and safe practices.
- Jacobs shall verify that the Contractor has complied with those portions of the specifications and applicable regulations and the contractor has identified and provided competent person on the project site.
- Jacobs must be aware and knowledgeable of Omnitrans safety procedures.

## **12.0 Commissioning and Certification**

### **Vehicle Buses**

During the commissioning process, the Jacobs vehicle specialist will certify that the vehicles and systems are compliant with all specification requirements and have been tested for functionality and are certified safe to operate.

### **Infrastructure Component Systems**

During the commissioning process, the Jacobs infrastructure specialist will certify that the Contractor's traffic control and system components are compliant with all specification requirements and have been tested for functionality, use, and certified by the contractor to be in safe, reliable, and operational.

### **Facility Components**

During the commissioning process, the Jacobs facility specialist will assist Omnitrans' department facility representative(s) (Operation, Security, Maintenance, etc.) and the Contractor to certify that the facility and facility components are compliant with the specification requirements.

CHANGE ORDER NO.9  
CONTRACT PLN09-21

***ATTACHMENT B***  
***JACOBS CONSTRUCTION MANAGEMENT PROPOSAL DATED:***

***FEBRUARY 25, 2013***

***(Total Seven (7) Pages)***



3257 East Guasti Road, Suite 120  
Ontario, California 91761  
1.909.974.2714 Fax 1.909.974.2759

February 25, 2013

Omnitrans  
Attn: Milind Joshi, P.E.  
PMP – Program Manager  
1700 West Fifth Street  
San Bernardino, CA 92411

**Re:** E Street SBX E BRT Corridor and Vehicle Maintenance Facility (VMF) Projects  
Construction Management Services  
Contract No.: PLN09-21

**Subject:** Jacobs Construction Management Services Contract Modification Request  
Scope of Work

Dear Mr. Joshi,

Per your request, below we have provided the scope of work for Jacobs' pending change order.

**General Scope**

As Omnitrans' Construction Management team, Jacobs shall perform the following scope of work:

**A. Project Administration**

One of the major components of the Jacobs' scope of work for the Omnitrans program (sbX and Vehicle Maintenance Facility) is Project Administration which includes; project coordination, contract administration, project schedule review, and project close-out.

**A.1** Project coordination entails coordination between Omnitrans, Omnitrans' Contractors, Omnitrans' designers, local municipalities, local residences and businesses and other involved agencies.

**A.2 Contract Administration**

**Clarifications and Interpretations**

In situations where there is a question of design intent requiring clarification or interpretation of the drawing and specifications, Jacobs will obtain the Design Engineer's clarification and/or interpretation and provide them to the contractor.

Notwithstanding Jacobs's review and evaluation of any design or construction documents provided by others, Jacobs shall have no responsibilities for any deficiencies in the design or construction documents or for any failure by Design Engineer's architect, engineer, or construction contractor to carry out their work in accordance with their contract with Omnitrans.



#### **Record Drawings**

Jacobs will review and monitor the Contractor's development and maintenance of working record drawings on a monthly basis. Jacobs will review the Contractor's working record drawings for accuracy, thoroughness and completeness and advise the Contractor of any inaccuracies or incompleteness.

Progress payment applications will be contingent upon the acceptance of its working record drawings.

#### **Document Control Management and Meeting Attendance**

As the construction manager, Jacobs' CM team will be primarily responsible for document control management.

Jacobs' will provide document control management to include retention of correspondence, field test reports and data, certificates, status reports, daily inspection reports, specialty inspection reports, project progress reports, and photographs.

Jacobs will maintain project records including correspondence, minutes of meetings, submittals, test reports and data, certificates, permits, certified payrolls, cost accounting records, status reports, daily inspection reports, specialty inspection reports, photographs, claims files, change orders, schedules and progress estimates, and other records as may be required.

Jacobs will also maintain a warranty work file, and process final submittals including warranty certificates which will be submitted to Omnitrans upon project closeout.

Jacobs will also attend meetings as requested by Omnitrans.

#### **Contractor Progress Payment Requests**

Jacobs will review the Contractor's progress payment requests for accuracy and completeness and incorporation of changes in cost and time.

The review shall be based in part, on the Contractor's monthly schedule update to verify that time and costs are in reasonable accord and the earned value in place and materials on site with substantiating invoices. Jacobs will review and verify that all change order and time and material force account work have proper documentation and backup before the Contractor is paid on the pay application.

- Prepare monthly progress statement;
- Review and process contractors payment request based on the approved schedule of values;
- Schedule updates and perform review of record drawing set

#### **Contract Change Orders**

Jacobs will continue to manage the contractor's change order requests per Omnitrans Change Management requirements and assist Omnitrans in the negotiation of unsettled changes or disputes.





#### **Prevailing Wage and Labor Compliance**

Jacobs' CM team will conduct a monthly prevailing wage field interview and provide written documentation of interview results.

Jacobs' will provide monthly reviews of the Contractor's certified payroll documents to verify Prevailing Wage and Labor Compliance requirements. Should there be any compliance issues, Jacobs will notify the Contractor and Omnitrans of the issue and assist in resolving it.

#### **A.3 Schedule**

##### **Monthly Schedule Review and Time Impact Evaluation**

Jacobs will provide a full-time scheduler on an as-needed basis to review and analyze the Contractor's monthly updated schedule to ensure the schedule complies with the requirements of the contract documents and uses proper activities logic ties, logic sequencing, resource allocation, and cost loading.

Jacobs will also review and provide a detailed analysis of the Contractor's Time Impact Evaluation. Jacobs' scheduler will evaluate, analyze, and provide his/her input in the event the Contractor requests a time extension.

#### **A.4 Project Closeout**

Jacobs shall prepare documentation recommending the acceptance of the complete project by the Omnitrans. After completion of the project, Jacobs shall submit all project documentation to Omnitrans in an orderly manner.

Jacobs will also prepare a Certificate of Completion and obtain from the Contractor and deliver to Omnitrans any bonds, guarantees, operation and maintenances manuals and record drawings.

##### **Note - Project Closeout**

##### **1. San Bernardino Expressway (SBX) E Corridor**

This amendment cost and scope includes one (1) resident engineer, one (1) office engineer, and one (1) document control administrator to May 30, 2014 to close out the project.

##### **2. Vehicle Maintenance Facility (VMF)**

This amendment cost and scope includes one (1) Resident Engineer and one (1) office engineer June 30, 2014 to close out the project.

#### **B. Quality Assurance**

The Jacobs team believes the pursuit of quality is critical to every successful project and the continued implementation of the program specific quality assurance plan is a high priority.



Our quality assurance program was designed within the guidelines of industry principles for professional services and is aimed at accomplishing four objectives common within the construction industry;

- The project(s) is built in accordance with contract plans and specifications;
- The project(s) is built in accordance with regulatory codes and laws;
- The project(s) is completed on schedule per the Omnitrans' approved contractor schedule;
- And project(s) costs are within allocated funds.

#### **B.1 Field Inspection Services**

Jacobs' Field inspection services will establish, implement and maintain quality assurance/control procedures for the construction work and is estimated to be completed by April 30, 2014.

##### **Field Inspection**

Construction inspection is to monitor conformance of the contractor's work with contract drawings and specifications, and adherence to regulatory codes.

Jacobs will report nonconformance and construction deficiencies to the contractor and to Omnitrans and will work with the Contractor to develop and implement appropriate corrective actions. When Jacobs is called upon to verify the work of Omnitrans' construction contractor(s) for the detection of defects or deficiencies in such work, Jacobs will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Jacobs shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the construction contractors since these are solely the construction contractor's responsibility under contract for construction between Omnitrans and construction contractor.

Jacobs will provide Daily Inspection Reports with information related to construction including but not limited to the following:

- Date, day, time, and weather conditions;
- Labor, equipment, and materials used by the contractor;
- Specific modifications, adjustments and/or differences from the contract documents;
- Photographs and video, as necessary, to document the installation;
- Conversation memoranda, if necessary, to document critical conversations with project personnel.

#### **B.2 Field and Laboratory Testing**

Jacobs will manage, coordinate and schedule specialty inspections with the contractor, Omnitrans, and inspection/testing service providers.



### **B.3 Punch Lists**

Prior to completion of the project, Jacobs' inspectors will inspect the finished installation of constructed items, evaluate the general quality of the work, document work items not yet completed, and review the contractor's as-built drawings.

Based on these reviews and inspections, he/she will prepare a corrective "punch list" for the contractor's use. Jacobs will monitor the punchlist items to ensure completion prior to Omnitrans' final acceptance of the project.

### **B.4 Visual Documentation**

The Jacobs' inspection team will take photographs of construction activities at periodic intervals to document construction progress and quality of the work, including special and typical conditions encountered during construction.

These photographs will be provided Omnitrans at the end of construction.

### **B.5 Substantial and Final Inspection**

Jacobs will conduct substantial and final completion inspections, issue punch lists, review compliance, and advise Omnitrans prior to final acceptance of the project.

#### **Note - Field Inspections**

#### **1. San Bernardino Expressway (SBX) E Corridor**

This amendment cost and scope includes two (2) full-time night-time field inspectors from April 1, 2013 through December 30, 2013.

#### **2. Vehicle Maintenance Facility (VMF)**

This amendment cost and scope includes one (1) full-time night-time field inspector at from April 1, 2013 through June 30, 2013 and then half-time from July 1, 2013 through December 30, 2013.

Also, this amendment cost and scope includes one (1) full-time specialty inspector from April 1, 2013 to September 30, 2013 and then half-time from October 1, 2013 through January 30, 2014.

## **C. Safety**

### **Observation of Safety and Safe Practices**

#### **C.1 Jacobs will perform the following activities as and when necessary:**

- Prior to commencement of construction, Jacobs will meet with Omnitrans to define and agree to circumstances presenting an immediate danger to personnel on the project site and/or the adjacent population. These circumstances shall be defined based upon the Omnitrans' and the Jacobs' experience. Guidelines for latitude for independent action by the Jacobs and the notification of appropriate Omnitrans

## JACOBS

personnel shall be discussed. The guidelines for action and notification procedures, including the names and telephone number of the Omnitrans personnel, in order of precedence, shall be confirmed in writing.

- In accordance with the previously developed guidelines for independent action, Jacobs will direct the Contractor as necessary to remove the affected personnel from the immediate danger or to shut down the project or portions of a project when Jacobs field personnel becomes aware of a situation that present imminent danger to personnel on the site and/or to the adjacent population, and shall immediately notify the Omnitrans' personnel.
- Jacobs will verify by inspection that the Contractor has posted its safety program at locations identified in the specifications and required by regulations.
- When requested by the Omnitrans, Jacobs shall communicate Omnitrans' concerns and requests relating to safety to the Contractor's Safety Officer.
- Jacobs shall provide documentation to Omnitrans of accidents when they occur. Such documentation may include copies of daily inspection reports, photographs, and memoranda describing the accident.
- Jacobs shall inform Omnitrans when Jacobs becomes aware of suspected safety violations.
- Jacobs shall confirm that the Contractor is conducting safety training on site by obtaining contractor's safety training schedule for the project and verifying that the training is conducted.
- Jacobs shall verify that activities involving Omnitrans, the Contractor, and inspectors are coordinated with respect to safety and safe practices. As between Jacobs and the construction contractors, the construction contractors shall remain solely responsible for construction safety notwithstanding Jacobs' efforts in managing safety at the job site. Jacobs shall not have control over or charge of, and shall not be responsible for, the construction means, methods, techniques, sequences, or procedures utilized by the respective contractors
- Jacobs shall verify that the Contractor has complied with those portions of the specifications and applicable regulations and the Contractor has identified and provided competent persons on the project site.
- Jacobs is knowledgeable of the Omnitrans' safety procedures.

### **D. Commissioning and Certification**

#### **D.1 Vehicle Buses**

During the commissioning process, the Jacobs vehicle specialist will certify that the vehicles and systems are compliant with all specification requirements and have been tested for functionality and are certified safe to operate.





#### **D.2 Infrastructure Component Systems**

During the commissioning process, the Jacobs infrastructure specialist will certify that the Contractor's traffic control and system components are compliant with all specification requirements and have been tested for functionality, use, and certified by the contractor to be in safe, reliable, and operational.

#### **D.3 Facility Components**

During the commissioning process, the Jacobs facility specialist will assist Omnitrans' department facility representative(s) (Operation, Security, Maintenance, etc.) and the Contractor to certify that the facility and facility components are compliant specification requirements.

#### **Exclusions**

- A. Jacobs will not certify that the training for the mechanics or the operators have been completed or ensure that the Omnitrans staff adheres to the practices called out by the Contractor and the suppliers of the vehicles and infrastructure equipment or components.
- B. Activities related to the daily operation and maintenance of the vehicles and system components are the responsibility of Omnitrans.

Sincerely,

A handwritten signature in blue ink that reads "Roger Hatton".

Roger Hatton  
Project Manager

Cc:	Bart Hayashi	Omnitrans
	Stephanie Barras	Jacobs
	Steve Paquette	Jacobs
	Rick Stead	Jacobs
	Joe Jenkins	Jacobs

***ATTACHMENT C***  
***JACOBS CONSTRUCTION MANAGEMENT PERSONNEL INCLUDING  
SUBCONSULTANTS:***

<b>Staff Member</b>	<b>Title</b>	<b>Project</b>
Roger Hatton	Project Manager	E Street/VMF
Karim Varschochi	Resident Engineer	E Street
Chuck Williams	Assistant Resident Engineer	E Street
Roya Gharavi	Sr. Office Engineer	E Street/VMF
Celia Echnoz	Document Control	E Street
Janet Placencia	Office Engineer	E Street
Robert Arteaga	Project Administration	E Street
Nicole Nolen	Inspector	E Street
Jeremy Coffet	Inspector (Night)	E Street
Bill Bean's	Safety Manager	E Street/VMF
Mark Dahlquist	Scheduler	E Street/VMF
Reno Bressan	Estimator (Electrical)	E Street/VMF
Michael Olsen	Estimator (Civil)	E Street/VMF
Steven Renschen	Estimator (MEP)	E Street/VMF
Sam Sims	Quality Manager	E Street/VMF
Gary Plunkett	Resident Engineer	VMF
Jennifer Lopez	Office Engineer	VMF
Steve Gross	Inspector	VMF
<b>Consulting/Third Party</b>	<b>Company</b>	<b>Project</b>
Gary Eliot-Inspector – Electrical	Simon Wong	E Street/VMF
George Herold – Night Inspector	Athalye	E Street
Don Brown – Inspector	Northstar	E Street
Karen Meadows – Labor Compliance	Meadows Consulting	E Street/VMF
Allen Nagel – Utility Coordinator	OPC	E Street
3 man crew survey	Psomas	E Street
2 person web update-outreach-web	Westbound Communication	E Street/VMF
Technician Material Testing	Geo-Environmental	E Street
Technical Specialty Testing	Geo-Environmental	VMF

ITEM # F5

**DATE:** April 3, 2013

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

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

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT:** AUTHORIZE RELEASE – IFB-MNT13-107, BUS FILTERS

### **FORM MOTION**

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT13-107 for the provision of Bus Filters for a three (3) year base contract, and two (2) one-year options beginning August 1, 2013, and ending no later than July 31, 2018.

### **BACKGROUND & SUMMARY**

Omnitrans maintains a fleet of Cummins and John Deere powered New Flyer buses and a Thomas 2003 Series SLF232G bus with Allison C-4 Voith DIWA and ZF Ecomat Transmissions, for which a variety of filters are required for maintenance.

In accordance with the Procurement Policy 2000, Section 2.3.5.1.3 and FTA Circular 4220.1F, Board authorization and use of a formal procurement procedure is required to release Invitation for Bids for procurements for good/services exceeding \$100,000. The Independent Cost Estimate for this project is \$451,622 for the base period, plus the two (2) one-year options.

### **FUNDING SOURCE**

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

Department Number	1200
Expenditure Code	504010

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



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

### **CONCLUSION**

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

MV:JMS:aa

ITEM #     F6    
**DATE:** April 3, 2013

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

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

**FROM:** Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD (BENCH) - CONTRACTS MNT13-14(A-R),  
NEW FLYER BUS PARTS**
**FORM MOTION**

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

List of contracts for authorization:

<b>Contract No.</b>	<b>Contractor</b>	<b>Maximum Payment Obligation</b>
MNT13-14A	Graffiti Guards, Ontario, CA	\$2,000
MNT13-14B	New Flyer Industries Canada ULC, Winnipeg, Canada	\$75,000
MNT13-14C	Carrier Transicold of Southern California, City of Industry, CA	\$50,000
MNT13-14D	Hydraulic Electric Company, Santee, CA	\$50,000
MNT13-14E	Western States Converters & Transmissions, Inc., Corona, CA	\$50,000
MNT13-14F	Vehicle Maintenance Program, Inc., Boca Raton, FL	\$50,000
MNT13-14G	The Janek Corporation, Tuckerton, NJ	\$50,000
MNT13-14H	Cummins Cal Pacific, LLC, Irvine, CA	\$50,000
MNT13-14I	Neopart, LLC, Honeybrook, PA	\$50,000
MNT13-14J	Fleetpride, Mira Loma, CA	\$75,000
MNT13-14K	Direct Machinery Outlet, Inc., Jessup, MD	\$75,000
MNT13-14L	Gillig, LLC., Hayward, CA	\$75,000
MNT13-14M	North American Bus Industries, Inc., Delaware, OH	\$75,000
MNT13-14N	American Moving Parts, LLC, Los Angeles, CA	\$75,000
MNT13-14O	Mohawk Mfg. and Supply Co., Niles, IL	\$75,000

<b>Contract No.</b>	<b>Contractor</b>	<b>Maximum Payment Obligation</b>
MNT13-14P	Prevost Car (US) Inc., Elgin, IL	\$75,000
MNT13-14Q	Muncie Reclamation and Supply DBA Muncie Transit Supply, Muncie, IL	\$75,000
MNT13-14R	American Air Control, Inc., San Fernando, CA	\$10,000

### **BACKGROUND & SUMMARY**

Omnitrans maintains a fleet of New Flyer buses. The subject parts are required to maintain the buses.

On December 5, 2012, Omnitrans' Board of Directors authorized the release of the Invitation for Bids. The Independent Cost Estimate of \$1,500,000 for the base period was based on usage for the previous contract period. Staff issued the solicitation through Omnitrans' online bidding system and published public notices in a newspaper of general circulation.

Eighteen bids were received electronically on February 5, 2013. All of the eighteen bids were found to be responsive and responsible. The bench awards will provide a level of protection that will avoid any gaps in inventory coverage should any of the primary contractors experience availability issues or excessive lead times. The breakdown of prices per line item is available upon request.

Contractors were invited to provide proposed escalation percentages for Years 2 and 3 of the initial term, and for each option year. Proposed escalation percentages for each year will be analyzed against the Consumer Price Index (CPI) in January of each year of the contract's initial base period and for each of the exercised option years. A price analysis of proposed escalation rates will require an annual review prior to any unit price increases. Contractors shall, during the annual review period, provide justification for any escalation in pricing.

Award is being made to the lowest responsive and responsible bidder for each part. When inventory is not available from the lowest bidder, Omnitrans reserves the right to order from other than the lowest bidder, on an as needed basis. This procurement meets the requirements of Omnitrans' current Procurement Policies and Procedures.

The CEO/General Manager will execute amendments to increase the dollar value, as required, not to exceed the aggregate amount approved for the base period and options years.

**FUNDING SOURCE**

Funding for this contract is budgeted as follows:

Department	1200
Expenditure Code	504010

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

**CONCLUSION**

If the contract for the New Flyer Bus Parts is not approved, the price paid per unit parts will continue to increase and the use of staff time will be necessary to keep up with part inventory demands.

MV:JMS:ep



Actual contract is available upon request.

## CONTRACT AGREEMENT

between

CONTRACTOR  
SAMPLE CONTRACT

(hereinafter "Contractor")  
Telephone: XXX-XXX-XXXX  
Fax: XXX-XXX-XXXX  
E-mail:

And

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

### CONTRACT DOCUMENTS

CONTRACT NO.  
MNT13-14

### NEW FLYER BUS PARTS

Contract Amount:

#### Omnitrans Project Manager:

Name: Jack Dooley  
Title: Director of Maintenance  
Telephone: (909) 379-7183  
Fax: (909) 885-2441  
Email: [jack.dooley@omnitrans.org](mailto:jack.dooley@omnitrans.org)

#### Contract Administrator:

Name: Eugenia F. Pinheiro  
Title: Contracts Manager  
Telephone: (909) 379-7314  
Fax: (909) 379-7107  
Email: [eugenia.pinheiro@omnitrans.org](mailto:eugenia.pinheiro@omnitrans.org)



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This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between Omnitrans (hereinafter referred to as "Omnitrans") and \_\_\_\_\_ (hereinafter referred to as "Contractor").

## **RECITALS**

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

WHEREAS, Contractor has indicated it is qualified to supply and deliver to Omnitrans on an as-needed basis New Flyer Bus Parts in accordance with the specifications, term and conditions defined herein during the term of this Agreement. and (1) has reviewed all the available data furnished by Omnitrans pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

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

### **1. SCOPE OF WORK**

- A. Contractor will perform the Work and related tasks as described in IFB-MNT13-14 New Flyer Bus Parts, incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby Omnitrans may, at its sole discretion, augment or supplant the Work. Contractor will cooperate fully with Omnitrans' staff or other contractor or entity that may be providing similar or the same Work for Omnitrans.

### **2. TECHNICAL REQUIREMENTS**

- 1. New Flyer Bus Parts shall be new and shall, meet or exceed the Original Equipment Manufacturers (OEM) minimum specifications and conform to all applicable industry and safety standards.
- 2. Omnitrans reserves the sole right to determine whether a part or band of part is equivalent to OEM specifications. Omnitrans' decision on product equivalency is final and not appealable.
- 3. The CONTRACTOR shall notify Omnitrans if any of the aforementioned standards are changed, superseded or when new industry standards are set.

4. Contractor shall maintain adequate inventory of parts to continuously supply Omnitrans for the term of this Agreement. Omnitrans will maintain a sufficient number of spare parts to insure continuous operations of the fleet.
  - a) Contractor shall ship requested parts within 3 working days after receipt of order for normal delivery and same day for expedited (overnight, 2<sup>nd</sup> day, etc.) delivery.
  - b) Contractor shall package the product(s) in such a manner as to prevent damage during shipment, receiving and storage.
  - c) Omnitrans shall only pay for direct and actual freight change and no premium charges for expedited shipping. Omnitrans reserves the right to request proof of freight charges or validate referenced changes independently.
  - d) Deliveries shall be made to Omnitrans prepaid F.O.B destination.
  - f) Delivery Location:  
  
Omnitrans  
1700 West 5<sup>th</sup> Street  
San Bernardino, CA 92411
5. Warranty claims, and other warranty issues shall be administered, coordinated and resolved with the Omnitrans' Warranty Coordinator and a Contractor assigned representative,
6. Contractor's Warranty Claim Procedures appended hereto and by this reference incorporated herein:
  - a) Contractor shall notify Omnitrans in writing the disposition of a warranty claim within 15 days of receipt.
  - b) Contractor shall resolve all open warranty claims within 60 days after receipt. If the warranty claim is not resolved within the state time frame the Contractor will be information of Omnitrans' intent to automatically credit Omnitrans' accounts payable for the Contractor with the amount of the open claim.
  - c) Contractor is required to notify the Omnitrans' Warranty Coordinator on the disposition of products within five (5) days after notification from Omnitrans' Warranty Coordinator and obtain an authorizing purchase order before proceeding with the repair.

- d) For warranty repair claims or service requests which are determined by the Contractor not to be under warranty, Contractor must forward a written failure analysis report and an itemized quote to Omnitrans' Warranty Coordinator and obtain an authorizing purchase order before proceeding with the repair.
  - e) Contractor shall be able to electronically communicate on warranty coverage, registrations, claims, service requests and bulletins/alerts.
  - f) Contractor is required to reference the Omnitrans warranty purchase order and warranty claim number with shipping warranty replacement products.
  - g) Contractor is required to properly identify warranty returns or replacement products with a bill of lading.
7. Contractor shall provide a Material Safety Data Sheet (MSDS) for all products containing any toxic items that may be harmful to the end user or the environment.

### **3. PERIOD OF PERFORMANCE**

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

#### 4. COMPENSATION

For Contractor's full and complete performance of its obligations under this Requirements Agreement, Omnitrans shall pay Contractor on a FIXED UNIT PRICE basis as needed per attachment, no guarantee of usage. Purchase orders will be awarded based on lowest price with availability.

Omnitrans' maximum cumulative payment obligation under this Agreement shall not exceed Two Thousand Dollars (\$2,000.00), including all amounts payable to Contractor for all costs and profit.

- A. Contractor shall invoice Omnitrans on a monthly basis no later than the 15<sup>th</sup> of each month. Contractor shall furnish information as may be requested by Omnitrans to substantiate the validity of an invoice.

Contractor shall submit invoices in duplicate to:

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

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

- Contract and Purchase Order number
  - Detail description of parts
  - Time period covered by the invoice
  - Amount of payment requested
  - Information as requested by Omnitrans
- B. Omnitrans shall remit payment within thirty (30) calendar days of approval of the invoices by Omnitrans' Project Manager.

At its sole discretion, Omnitrans may decline to make full payment for parts until such time as Contractor has documented, to Omnitrans' satisfaction.

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

## **5. AUDIT AND INSPECTION OF RECORDS**

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

## **6. NOTIFICATION**

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

To Omnitrans:

To Contractor:

Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411

Attn: Eugenia F. Pinheiro  
Contracts Manager  
[Eugenia.Pinheiro@omnitrans.org](mailto:Eugenia.Pinheiro@omnitrans.org)

Attn:

## **7. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES**

### **A. OMNITRANS' Project Manager**

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

Project Manager: Jack Dooley.

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

Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:

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

#### **B. Contractor's Key Personnel**

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

Name

Role

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

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

#### **8. TERMINATION FOR CONVENIENCE**

Omnitrans may terminate this Agreement in whole or in part for Omnitrans' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to Contractor specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, Contractor shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information

and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. Omnitrans shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

## **9. TERMINATION FOR BREACH OF AGREEMENT**

- A. If Contractor fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, Omnitrans may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to Omnitrans within the time permitted by Omnitrans, then Omnitrans may terminate this Agreement due to Contractor's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then Omnitrans may immediately terminate this Agreement.
- C. If Contractor violates Section 26, Compliance with Lobbying Policies, of this Agreement, then Omnitrans may immediately terminate this Agreement.
- D. In the event Omnitrans terminates this Agreement as provided in this Section, Omnitrans may procure, upon such terms and in such manner as Omnitrans may deem appropriate, Work similar in scope and level of effort to those so terminated, and Contractor shall be liable to Omnitrans for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become Omnitrans' property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that Contractor was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8, Termination for Convenience.
- G. The rights and remedies of Omnitrans provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.



## 10. ASSIGNMENT

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

## 11. SUBCONTRACTING

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

Subcontractor's Name and Address	Work to Be Performed
N/A	

## 12. INDEPENDENT CONTRACTOR

Contractor's relationship to Omnitrans in the performance of this Agreement is that of an independent Contractor. Contractor's personnel performing Work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of Omnitrans. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

## 13. INSURANCE

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

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

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

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

#### 14. INDEMNITY

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

#### 15. REVISIONS IN SCOPE OF WORK

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

#### 16. RIGHTS IN TECHNICAL DATA

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

publication of this material is subject to the prior written approval of Omnitrans. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## **17. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

## **18. OWNERSHIP RIGHTS**

- A. In the event Omnitrans rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of Omnitrans by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of Omnitrans (collectively, "Omnitrans Intellectual Property"), and Omnitrans may use, disclose and exercise dominion and full rights of ownership, in any manner in Omnitrans Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by Omnitrans. No use of Omnitrans Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by Contractor, and Omnitrans shall not sell, lease, rent, give away or otherwise disclose any Omnitrans Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any Omnitrans Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to Omnitrans, all worldwide right, title and interest in and to all Omnitrans Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as Omnitrans may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed

Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

**19. WORK FOR HIRE**

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

**20. SUBMITTAL OF CLAIMS BY CONTRACTOR**

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

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

**21. EQUAL OPPORTUNITY**

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

## **22. STANDARD OF PERFORMANCE**

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

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

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

## **24. DISQUALIFYING POLITICAL CONTRIBUTIONS**

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

## **25. COMPLIANCE WITH LAW**

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

## **26. COMPLIANCE WITH LOBBYING POLICIES**

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

## **27. PUBLIC RECORDS ACT**

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of Omnitrans' business, including materials submitted by Contractor in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of Omnitrans and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. Omnitrans' use and disclosure of its records are governed by this Act.
- B. Omnitrans will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. Omnitrans will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by Contractor. Omnitrans will endeavor to notify Contractor of any request of the disclosure of such materials. Under no circumstances, however, will Omnitrans be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of Omnitrans or its officers, employees and/or contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by Contractor, Omnitrans' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. Contractor, at its sole expense and risk, shall be responsible for

prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold Omnitrans harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## **28. WAIVER/INVALIDITY**

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

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

## **29. FORCE MAJEURE**

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

## **30. CONFIDENTIALITY**

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

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

- A. Omnitrans shall review and approve in writing all Omnitrans related copy proposed to be used by Contractor for advertising or public relations purposes prior to publication. Contractor shall not allow Omnitrans related copy to be published in its advertisements and public relations programs prior to receiving such approval. Contractor shall ensure that all published information is factual and that it does not in any way imply that Omnitrans endorses Contractor's firm, service, and/or product.
- B. Contractor shall refer all inquiries from the news media to Omnitrans, and shall comply with the procedures of Omnitrans' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.



- C. If Contractor receives a complaint from a citizen or the community, Contractor shall inform Omnitrans as soon as possible and inform Omnitrans of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

### **32. GOVERNING LAW**

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

### **33. MODIFICATIONS TO AGREEMENT**

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

### **34. PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2), Attachment A, Prices by part (3) provisions of IFB No. MNT13-14 and (4) Contractor's proposal dated February 2, 2013.

### **35. ENTIRE AGREEMENT**

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

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

OMNITRANS

CONTRACTOR

\_\_\_\_\_  
MILO VICTORIA  
CEO/General Manager

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Federal Tax I.D. No. \_\_\_\_\_

ITEM #     G1    

**DATE:** April 3, 2013

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

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

**FROM:** Maurice A. Mansion, Treasury Manager

**SUBJECT: CALL FOR PUBLIC HEARING ON FEDERAL TRANSIT  
ADMINISTRATION SECTION 5310 CAPITAL ASSISTANCE**

### **FORM MOTION**

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

### **SUMMARY**

- The date and time will be set for the federally required public hearing allowing comments on projects involving Federal assistance for purchase of eight (8) Replacement Access Vehicles.
- A public hearing affords the opportunity to obtain views of officials and citizens regarding the proposed use of Federal assistance and community support for the amended program of projects.
- This public hearing allows public non-profit transportation providers to come forward if they are readily able to carry out the proposed services.

### **BACKGROUND**

In order to qualify for Federal assistance through the Federal Transit Administration (FTA), Omnitrans is required to hold a public hearing on the proposed use of Federal funds. FTA also requires that Omnitrans give the public sufficient notice so that if a public non-profit is able to provide the same service, the funds will not be sought. In the absence of substantive comments, Federal assistance will then be sought.

Omnitrans is requesting \$600,000 in FTA Section 5310 capital funding to purchase eight (8) replacement vehicles. This funding source is made available for the special transit needs of

elderly persons and persons with disabilities. Funds are allocated based on a statewide competitive basis.

<b>Project Description</b>	<b>Total Cost</b>	<b>Federal Share</b>
Eight (8) Replacement Vehicles	\$600,000	\$ 600,000
<b>TOTAL</b>	<b>\$600,000</b>	<b>\$ 600,000</b>

Notification of award will occur by September 2013. If Omnitrans receives funding through Section 5310, monies will be used to replace vehicles for Omnitrans' Access service.

### **CONCLUSION**

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

MV:MM